

CITY OF KENT
and
KENT POLICE OFFICERS ASSOCIATION
POLICE SERGEANTS AND OFFICERS
2022-2024 LABOR AGREEMENT

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PREAMBLE

This agreement herein contains the entire agreement between the Kent Police Officers Association (hereinafter known as the Association) and the City of Kent, Washington (hereinafter known as the City). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the City, the Association and the employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1. Recognition of the Association

The City recognizes the Association as the exclusive bargaining representative for all non-supervisory commissioned Police Officers and Sergeants of the Kent Police Department excluding supervisors, confidential employees and all other employees of the employer. Additionally, the City recognizes the Association as the exclusive bargaining representative for the Training Officer duties currently being performed by a non-represented employee; furthermore, the parking enforcement duties shall be shared by the Association and AFSCME.

Section 1.2. Representation During Negotiations

For the purpose of negotiations between the parties, there shall be no more than three (3) official representatives, plus one (1) alternate, from the Association. The City may utilize no more than four (4) representatives, plus one (1) alternate, during this process.

Both the Association and the City agree to provide to the other party written notice of the representatives ten (10) days prior to the commencement of the negotiations. Changes of representatives by either party during negotiations shall also be made through written notice at the earliest opportunity.

Section 1.3. Bulletin Board Space

The City shall provide bulletin board space for Association use in a mutually agreed-upon location. Material posted thereon shall be the responsibility of the Association. It shall only be used for official Association business.

Section 1.4. Association Officials' Release Time

- A. Time off with pay shall be granted to Association negotiation team members for mutually scheduled negotiation or sub-committee meetings. Meetings will be scheduled to accommodate attendance by all designated negotiation team

members. Once these meeting dates are agreed upon, Human Resources will notify all affected parties and their immediate supervisors of the dates and changes thereto. The members must then work with their supervisor(s) to ensure that the work schedule is updated to reflect the meetings.

On meeting dates when the members are scheduled to work, the regular work schedules for Association negotiation team members assigned to shifts other than Day shift shall be adjusted to ensure attendance at these meetings. Adjustment of the work schedule shall afford a minimum of eight (8) hours break between the end of the last regular shift worked and the beginning of any of these meetings. The number of hours in the adjusted shift shall equal the employee's normal shift hours and shall be consecutive.

Every effort will be made to schedule these meetings on days when the parties are scheduled to work. In the event a meeting falls on a day when the member is scheduled to be off, the member's work schedule shall be adjusted to account for the negotiation time as part of the member's current workweek. Leave adjustment (time off) to account for negotiation time shall be treated similar to vacation leave requests.

- B. Union officials may be allowed time off to attend training related to the administration of this Agreement when the parties mutually agree that such training is beneficial to both the City and the Union. Such time off shall not result in any additional costs to the City. Such training must be pre-approved by the KPOA Executive Board, signed by the Union President, and submitted to and pre-approved by the Police Chief, or designee. The request will include the purpose of the training, the date and time of such training, and the proposed use of the employee's time (on/off duty or adjusted shift). The Union shall continue to cover the registration, travel and accommodation costs of such training for the union officials. The time off for such training shall be shared by the Union, the employee and the City in the following manner:
1. If the training occurs during the employee's normally scheduled day(s) off, the employee will attend the training on their own time.
 2. If the training occurs during the employee's normally scheduled work day(s), the time will be covered by the City. The employee's shift may be adjusted within the work day to accommodate the training. The total sum of training time off shall not exceed 150 hours annually for the entire bargaining unit. However, if hire-back is required to replace that employee, the Union shall cover the overtime hire-back cost through the use of a donated leave bank designated for this purpose. Members of the bargaining unit may voluntarily donate, in whole hour increments, up to five (5) vacation hours once per year into a "Union Official's Leave Bank". This donation may be done at any time during the year. Once the donation is made, it will be converted and maintained on a dollar

basis. The cap of this leave bank shall be equivalent of 400 hours times the top Patrol Officer's base hourly pay as of January 1st of each year.

- C. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement. This clause implements the current practice of the parties, and is not intended to expand the use of on-duty time by Association representatives.
- D. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings shall be considered leave without pay, unless substitute coverage is provided for by Association members at no additional cost to the City to replace those designated employees who are required to be absent from their shifts. It shall be the Chief's responsibility to determine staffing levels required on all shifts. It shall be the Chief's decision as to whether substitute coverage is necessary to attend compulsory arbitration proceedings.

Section 1.5. Probationers

Subsection 1.5.1 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 before confirming the rights of permanent status. Entry level new hires shall serve a twelve (12) month probationary period beginning the day after their successful completion of the Basic Law Enforcement Academy. Lateral new hires shall serve a twelve (12) month probationary period from their date of hire.

During the actual or extended probationary period of employment, the probationer shall be entitled to the protection of the grievance procedure as outlined in this agreement, except that the probationer may not challenge any disciplinary determinations made by the City, determinations made related to Section 4.1 - Hours of Work and 4.8 - Shift Bidding, and for those other exceptions specifically identified within the agreement.

In the case of lay off, bumping and recall, there shall be no seniority among probationary employees. 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.

Subsection 1.5.2 Transferred or Promoted Employees.

Any permanent employee who is transferred (pursuant to 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, unless otherwise specified within the Agreement.

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 following and 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.

Subsection 1.5.3 Probation Extension

Any probationary period 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.

Subsection 1.5.4 Light Duty Probation Extension for New Hires

In cases of light duty or approved medical leave, a probationary period may be extended for the duration of the light duty assignment/medical leave upon the request of the Police Chief, not to exceed six (6) months.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section 2.1. Eligibility

The City recognizes that employees within the bargaining unit may, at their discretion, become members of the Association. Intent to join must be furnished, in writing, to the City prior to formal membership for the purposes of uniform dues deductions.

Section 2.2. Association Membership

The Association will provide representation to eligible employees in compliance with

State and Federal Law.

Section 2.3. Dues Deduction

The following procedure shall be followed in the deduction of dues for members of the Association.

- A. The City agrees to deduct the semi-monthly dues uniformly levied by the Association for those employees who elect to become members of the Association. The employee will request in writing to have their regular Association dues deducted on the basis of individually signed voluntary check-off authorization cards.
- B. Each month, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire.
- C. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- D. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.

ARTICLE 3 - EMPLOYMENT PRACTICES

Rank shall be synonymous with job classification for purposes of this article.

Section 3.1. Seniority Definition

- A. Seniority, for the purpose of vacation bids shall be defined as the employee's length of permanent service as a commissioned officer with the Kent Police Department, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.
- B. Seniority, for the purpose of shift bidding shall be defined as the employee's length of permanent 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 24 months or less between

resignation and reinstatement according to Civil Service procedures, or other breaks in service.

- C. Seniority, for the purpose of reduction in force and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service as a commissioned police officer with the Kent Police Department, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in higher rank(s) or classification(s).
- D. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent 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 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

Section 3.2. Personnel Reduction

Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees in this unit and/or the Assistant Chief and Commander unit, the following basic provisions will apply:

- 1. It shall be the responsibility of the City to determine the job classification(s) in which reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety, and impact on the Police Department operations, shall be weighed to determine areas where reductions can be made.
- 2. Order of layoffs will occur with the least senior officer in the affected job classification(s) being laid off first.
- 3. Reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.C with the least senior employees being reduced first.
 - a. Employees reduced in rank will be moved to the next lower rank. These employees shall have bumping rights over the employee in the next lower rank with the least seniority in that rank. For example: an Assistant Chief would bump the least senior Commander, a Commander would bump the least senior Sergeant and a Sergeant would bump the least senior Officer; the least senior Officer would be laid off.
 - b. Seniority for employees who have been reduced in rank will be defined as the previous time at the lower rank plus time at the higher rank.
 - c. Employees who have been reduced in rank due to reasons outlined in Section 3.2 above (non-disciplinary) will remain on the reinstatement

list in accordance with Civil Service Rules and must be given the first right of refusal of such reinstatement prior to any other employee being promoted to that rank.

- d. If an employee who has been reduced in rank in accordance with Section 3.2 above elects not to be reinstated to their former rank, that employee forfeits any future reinstatement rights.

Section 3.3. Severance Pay Notice

- A. All non-probationary employees affected by the reduction in force shall be entitled to three (3) weeks' notice of such layoff.
- B. At the time of separation, non-probationary employees affected by the reduction in force shall be paid a sum equal to two (2) weeks pay at the current rate of pay. Such severance pay shall be in addition to any and all money due to the employee at the time of separation. However, this section shall only apply to employees who are laid off by the City. Voluntary terminations and other terminations not classified as layoff are excluded from the provisions of this section.

Section 3.4. Establishment of Reinstatement Registers

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which layoffs or reductions in rank have occurred. This reinstatement register shall be in effect for two years from the date of layoff or reduction and shall take priority over other hiring or promotional lists.
- B. Refusal to accept regular full-time work with the Kent Police Department from a reinstatement register shall terminate all rights granted under this rule, provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

Section 3.5. Employee Status When Reinstated

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Section 3.6. EEO/Nondiscrimination

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Kent Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

Section 3.7. Personnel Files

- A. The personnel files are the property of the City and shall be kept under the direct control of the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Human Resources.
- B. All Police personnel files must be kept, maintained and secured in the confines of the Human Resources Department. The Human Resources Director, or designee, shall be responsible for the privacy of such files. It is understood that the Police Chief and the Human Resources Director, or their designee(s), will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone, other than those employees designated by the Police Chief and/or Human Resources Director to read, view, or have a copy, in whole or in part, of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court or administrative personnel tribunal or as required by state or federal law. Any time an employee's file is subject to release, in whole or in part, to an outside party, the City will notify the employee five (5) business days prior to such release. In the event the employee or the Association notifies the City of its intent to obtain judicial relief from the request within the initial five (5) business days, the employee or Association shall be provided five (5) additional business days to obtain judicial relief. In the event compliance with the notification requirements would result in a violation of the rules of discovery, the requirements of a subpoena or Washington's Public Records Act, the City shall provide reasonable notice under the circumstances. The notice of release shall contain the following information: to whom the record will be released and under what authority (i.e. search warrant, court order, subpoenas, etc.).
- D. Employees have the right to review their own entire personnel file. Employees requesting to examine their own personnel file must have proper identification, and may examine their file only in the presence of the Police Chief, Human Resources Director, or their designee. Employees shall not remove any material from their files, but may, upon their request, have a copy of any material in their files without charge.

- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a KPOA Executive Board member, family member, etc.). The authorized person(s) shall present identification to the Police Chief, Human Resources Director, or their designee, responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Annual employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay shall be retained permanently. All other disciplinary records may be retained in an employee's active personnel file in accordance with WA State Retention Schedule. However, these records will be purged after the State retention period has elapsed in which no other disciplinary action has occurred. Nothing in this section shall prevent the City from archiving files. The parties recognize that the City may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.

Section 3.8. Transparency of Promotional Selections

Selection of candidates to be promoted to a position in the bargaining unit shall be from a certified civil service list created from the testing process as established by Civil Service Rules. The Chief shall select from the top three (3) eligible candidates on the list to fill each vacancy. If the Chief elects to pass over a higher-ranking candidate from among the top three candidates, the Chief will offer to provide a written statement to the passed-over candidate(s) stating, in general, the Chief's reasons for not choosing the higher ranking candidate(s). The written statement will not become a part of the employee's official file.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.1. Hours of Work

The normal working hours for employees working the 12 hour or 10.5 hour schedule covered by this Agreement shall not exceed 84 hours per 14 day work cycle. The Association and City agree to utilize a "7(k) exemption" based on the FSLA provision, to allow for these work shifts resulting in a greater than 80 hour 14-day work cycle. Employees working the 12 hour or 10.5 hour schedule will work an extra 104 hours per year, but not incur overtime for these hours. The work week will commence with day shift on Sunday and go through grave shift on Saturday night.

- A. The normal fourteen (14) day work cycle for officers in the Patrol Division, except for modifications that may be made through the provisions of this

Agreement, shall be four (4) consecutive days worked, followed by three (3) consecutive days off for the first week, then three (3) consecutive days worked, followed by four (4) consecutive days off on the second week (i.e. 4-3-3-4).

- B. Employees of the bargaining unit will be allowed to bid for shift assignments and days off. The bidding process shall be in accordance with Section 4.8.

The normal work week for officers working in the Investigations or Support Services Division or new assignments or positions that may work closely with the police department administration shall be a four (4) and three (3) schedule with a 10.5 hour work day, based upon the needs of the public and/or the department with Saturday and Sunday off. Scheduling changes may be made where there is an operating need. The Association shall be given thirty (30) days' advance notice of any change in the basic schedule, and of the schedule determined for new assignments or positions, and the reasons necessitating it, in order to discuss alternatives and impacts.

- C. The normal 4-3-3-4 work shift shall consist of twelve (12) continuous hours inclusive of lunch periods.

The Patrol division will work under four (4) work shifts during each work day: Day (starting at 0600 hours), Early Swing (starting at 0800 hours), Late Swing (starting at 1600 hours) and Grave (starting at 1800 hours).

- D. In the event the Police Administration changes an employee's normal work schedule, the Administration agrees to provide fourteen (14) calendar days notice prior to the effective date of the change. This provision does not apply in emergencies, in disciplinary actions, or to probationary employees.
- E. The Mayor may declare the closure or partial closure of City facilities or operations in the case of emergencies or for safety reasons. Members of the bargaining unit will continue to maintain their normal work schedule unless specifically released from duty. Members of the bargaining unit who work their normal schedule during such declarations will not receive additional monetary compensation or time off.
- F. 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 Detectives, Patrol, Traffic, Special Operations, and Canine (specifically Drug K9 and General K9). 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.

Section 4.2. Overtime

- A. All members on a 4-3 work week with a 10.5 hour work day shall be paid at the rate of time and one-half for all hours worked in excess of forty two (42) hours in one consecutive seven day week (Sunday to Saturday). Any hours worked in addition to a normal 10.5 hour shift in a twenty four (24) hour day will also be paid at the rate of time and one-half.
- B. All members working a 12 hour 4-3-3-4 work cycle shall be paid at the rate of time and one-half for all hours worked in excess of eighty four (84) hours in one consecutive 14 day work cycle. Any hours worked in addition to a normal 12 hour shift in a twenty four (24) hour day will also be paid at the rate of time and one-half.
- C. Both parties agree that Officers cannot work overtime for their same shift/squad while they are off on holiday, vacation or compensatory leave.
- D. In all cases overtime will be rounded to the nearest one-quarter (1/4) hour.
- E. Employees are required to obtain supervisory approval prior to extending their shift on overtime or working any overtime.
- F. When the necessity for overtime arises, the department will make all reasonable efforts to solicit volunteer(s). If no volunteers are found, the department has the right to mandate an employee to work the overtime.
- G. Overtime pay is based on the employee's regular rate of pay.

Section 4.3. Call Back and Minimum Overtime

- A. Employees "called back" to work shall receive a minimum of three (3) hours pay at the overtime rate for the work for which they were called back. Employees overtime hours start from the time they leave their residence and end when they are released from duty. This provision applies when such call back results in hours worked which are not annexed consecutively to either the beginning or end of a regular shift.
- B. If any employee is given a minimum of seven (7) calendar days notice of an overtime assignment, the employee shall not be compensated for travel time to and from the assignment. The employee shall be compensated a minimum of three (3) hours at the overtime rate for the hours worked.

Section 4.4. Overtime Pay for Court Appearances

In the event that court appearances are required, the City shall attempt, wherever possible, to schedule such appearances during an employee's regular duty shift. Such appearances outside of the regular duty schedule shall be compensated for as follows:

- A. 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 four (4) hours pay at the overtime rate, for separate court appearances in accordance with Section 4.4.C.

- C. Court Appearances Annexed to Any Duty Shift – Court appearances consecutively annexed to the beginning or end of any employee's duty shift shall be treated as regular overtime and shall not be subject to the provision of A above. A court appearance is considered annexed to an employee's duty shift if the court starting or ending time is less than thirty (30) minutes from the shift starting or ending time. Court appearances that are not annexed to an employee's duty shift shall be subject to the provision of A above.
- D. Pyramiding of court appearances is prohibited. There will be a maximum of one minimum guarantee in the morning and one minimum guarantee in the afternoon. Continuance of a morning appearance into the afternoon shall not constitute a separate court appearance.
- E. Standby Time for Court Appearance - Employees who are required by the court or administration to "standby" for possible court appearance, while off duty, 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 Police administration and have a starting time and ending time.
- F. Court Appearance Call Off – Compensation (per A above) shall be granted when: the employee is not notified by an authorized person or by electronic notification by 5:00 PM on the business day prior to the court appearance date.

Employees shall be compensated at one-quarter (.25) hour of overtime if the employee is required to contact the City during non-work hours for the following week's/ day's court schedule by 5:00 PM on the business day prior to the court appearance date. The City shall use technology, such as a text messaging or email, to notify officers of the court information. The employee is expected to check notification text message/email during duty hours. This overtime will not be applicable if an employee is scheduled to work after the notification time and before the 5:00 PM court appearance call off.

- G. Pre-Trial Interviews – Officers will schedule pre-trial interviews to occur while on duty whenever possible. A pre-Trial interview is defined as an interview conducted by a defense attorney, defense investigator or a prosecuting attorney, and in instances in which a pre-trial interview is conducted while an officer is off-duty, the following shall apply:
 - 1. Preapproved Off-Duty Pre-Trial Interview: In the event a pre-trial interview that occurs while the officer is off duty is preapproved by a supervisor, the officer being interviewed shall be compensated for

a minimum of 1.5 hours of pay at the overtime rate. Time spent conducting the pre-trial interview beyond 1.5 hours shall be compensated in 15 minute intervals rounded to the next 15 minutes.

2. Off-Duty Pre-Trial Interviews that are Not Preapproved: In the event a pre-trial interview that occurs while the officer is off duty is not preapproved by a supervisor, the officer shall be compensated in 15 minute intervals rounded to the next 15 minutes.
3. Off-Duty Pre-Trial Interviews Requiring a Return to Work: In the event a pre-trial interview is to be conducted in-person and the officer is not on duty, the officer shall be compensated in accordance with Section 4.3 (above).

H. Non Pre-Trial Interview Off-Duty Contacts – When officers are contacted by Kent Police or others for official City business under circumstances not amounting to a pre-trial interview, the following shall apply:

1. Except for de minimis contacts, officers shall be compensated in 15 minute intervals rounded to the next 15 minutes.
2. Officers shall not be compensated for de minimis contacts. De minimis contacts are contacts, such as telephone calls or messages, texts, pages, and emails, that occur while an officer is off-duty that require the officer to work less than seven and one-half (7.5) minutes. De minimis contacts shall also include telephone calls or messages, texts, pages and emails for which a response is not immediately requested or required, or to which the contacted officer does not respond.
3. Officers who are not on call are not required to respond immediately to text messages, emails, pages, voicemails or the like received during non-working hours. Whenever reasonable under the circumstances, such calls and messages should be returned during normal working hours to avoid unnecessary overtime.
4. The following shall not be considered de minimis regardless of the duration of the work involved:
 - a) Day Shift Employees: A telephone call or message, or text or page which is received and answered by a day shift employee between the hours of 9:00 p.m. and 5:00 a.m. shall not constitute a de minimis contact.
 - b) Early Swing Shift Employees: A telephone call or message, or text or page which is received and answered by an early power or early swing shift employee between the hours of 10:00 p.m. and 6:00 a.m. shall not constitute a de minimis contact.

- c) Late Swing Shift Employees: A telephone call or message, or text or page which is received and answered by a late swing shift employee between the hours of 5:00 a.m. and 1:00 p.m. shall not constitute a de minimis contact.
- d) Grave Shift Employees: A telephone call or message, or text or page which is received and answered by a late power or graveyard shift employee between the hours of 7:00 a.m. and 3:00 p.m. shall not constitute a de minimis contact.

Section 4.5. Compensatory Time

Employees may choose to accrue compensatory time in lieu of receiving overtime pay. Compensatory time shall be earned at the rate of 1-1/2 hours for each hour of overtime worked.

- A. An employee may accumulate up to 150 hours of compensatory time. All hours above 150 must be paid unless special approval is received from the Chief or designee and Human Resources Director.
- B. The use of compensatory time shall be in accordance with Article 9 - Annual Leave.
- C. Employees who wish to receive pay for any of their accumulated compensatory time will receive this pay by submitting a written request to their timekeeper.
- D. Any employee of the Kent Police Department who is assigned to perform work for an outside contracted agency will continue to be covered by the terms of this labor agreement, which includes the eligibility to accrue and use compensatory time in lieu of overtime in accordance with this section. However, all compensatory hours earned while working for the contracting agency shall be used or cashed out prior to the employee's return to regular duty with the Kent Police Department.
- E. Employees working any overtime that is funded from sources outside of the Police Department's budget shall only receive overtime pay, not compensatory time, for such hours worked. This will include any hire-back to directly cover for the employee working through this outside funding source but only if the source reimburses the department for the hire-back.

Section 4.6. Kennel Time and K-9 Overtime

- A. Kennel Time. Employees assigned as K-9 Officers shall be given a total of fifteen (15) hours per month (10 hours at 1½ = 15 hours) for Kennel Time. Kennel Time is defined as time outside of a normal workweek that a K-9 Officer spends on routine care and maintenance of their assigned Police Department animal. K-9 Officers can accumulate a maximum of 90 hours of Kennel Time.

Kennel Time is intended for employees to take their leave on a more current basis. Police Administration will give employees maximum opportunity to schedule and take their Kennel Time off. Any Kennel Time accrued above 90 hours will be scheduled off at Police Administration's discretion. For the purposes of staffing, Police Administration may approve the cash-out of 30 hours of Kennel Time total in the year. The cash-out of Kennel Time shall be at the base hourly rate of pay the employee receives plus applicable premium, longevity, education, and accreditation pay. Kennel Time shall not be cashed out at an overtime or acting pay rate. At the expiration of the contract, the City may discontinue the ability to cash-out hours.

Employees leaving the K-9 program will have twelve (12) months from their separation from the program to use their kennel time balance. If the balance has not been used by the end of the twelve (12) months, Police Administration shall mandate how the time is to be used.

- B. K-9 Overtime. Employees assigned as K-9 Officers shall be paid overtime, with prior supervisory approval, for the time spent for extraordinary care (other than normal Kennel Time) of their assigned animals outside of the normal work shift. This includes emergency care and/or trips to the veterinarian. The time spent has no minimum overtime provision, but does include travel time. The specific reason for the overtime shall be explained on the overtime slip.

Section 4.7. Standby for Duty

Subsection 4.7.1 Standby for Duty (for non-Detectives)

- A. The City and Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices and maintenance of public safety. Standby assignments shall be for a fixed, predetermined period of time not to exceed a regular shift, unless the public safety is considered endangered, and then shall extend as long as it is deemed necessary by the Police administration.
- B. Employees formally placed on standby status shall be compensated on a basis of one (1) hour at the regular straight time rate for every two (2) hours or portion thereof of standby time. If an employee is in fact called back to work, overtime provision will take effect upon reporting for duty.
- C. All bargaining unit members shall carry their cell phones at all times while on and off duty to provide a means for the department to contact them in cases of emergency/court notifications. Employees are not required to carry their cell phones while on approved leave. Employees who choose to carry their personal cell phones in lieu of their department issued cell phones 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 per paragraph B, employees will not be compensated for carrying their cell phones and are not required to respond to call backs except in cases of emergency or

court notification per Section 4.4.E. Examples of emergency situations include, but are not limited to, natural disasters, riots, demonstrations, and event(s) which cannot be handled by call up of the next shift. This paragraph (C) shall not apply to detectives call-outs.

Subsection 4.7.2 Standby for Duty (for Detectives)

- A. Detectives are issued a cell phone by the department, which shall be carried by the detectives at all times except while on approved leave. Police management reserves the right to call back detective(s) as necessary, per Subsection 4.7.2.B. Upon receiving a call, the detective shall immediately contact the supervisor initiating the call back, per Subsections 4.7.2.B.2 and 4.7.2.B.4. If called back, they shall be paid in accordance with Section 4.3.
- B. To facilitate the standby process for Detectives, the parties agree to establish a standby program as follows:
 1. Three (3) Detectives and one (1) Investigations Sergeant will be placed on standby (call-out duty) for a one-week rotational basis, those on the call-out duty shall move to the bottom of the rotation after their week;
 2. The four (4) employees listed above are responsible to remain fit for duty and be located within a reasonable distance from Kent Police headquarters in order to respond to call back within a reasonable period of time (i.e. within an hour);
 3. During the assigned call-out duty week, the employee's use of assigned City vehicle may be more flexible as approved by the employee's immediate supervisor to allow the employee to respond to calls more readily.
 4. Although only the employees on the call-out duty are required to report to the call, this does not prohibit the City from calling, in order of placement on the rotational list, other detectives to respond to a call back.
 - i. Employees unable to respond to the call back must still contact the supervisor initiating the call. Being "unable" may include: being out of the area where you're not able to return in a timely manner; having a child care situation where you are the only adult present to care for small children; being impaired by alcohol.
 5. Once a standby schedule has been established, it is the employee's responsibility to arrange for coverage if s/he is not available for call-out duty. If the employee cannot cover the duty due to long-term illness, injury, or leave of absence, the Commander will make a re-assignment of the call-out duty as equitably as possible (but cannot guarantee equal time assignment). Detectives may trade standby shifts with another Detective in accordance with Section 4.1.

- C. To compensate Detectives for the standby requirement to respond to call back (per 4.7.2.B.2 above), Detectives shall earn 8.25 hours of standby pay at their base pay for each completed week of standby duty. Investigations Sergeants or designee (as assigned by the Chief) shall earn 8.25 hours of standby pay at their base pay for each completed week of standby duty. In addition, Investigations Sergeants shall not be mandated off on holidays in accordance with Section 7.2.I.

Section 4.8. Shift Bidding

Subsection 4.8.1 Shift Assignments

- A. Shift assignments for Officers and Sergeants shall be determined by a bid system based on tenure in those positions with Kent Police Department. The bid system shall give priority to the most senior personnel for his or her shift assignment preference subject to the provisions of 4.8.2.
- B. Patrol Officers' tenure shall be determined from the date of hire with Kent Police department for that time that the officer is a commissioned Patrol Officer with Kent Police Department. Tenure for the Sergeant shall be determined by the time in grade as a regularly appointed Sergeant at the Kent Police Department. Commissioned officers are not eligible to bid for shift assignments during the initial probationary period in their rank.
- C. Bids and assignments shall be made every six (6) months. The cycle for bids/assignments shall be implemented on the second Sunday of February, effective with the commencement of the day shift, and the second Sunday in August, effective with the commencement of the day shift. All assignments shall remain in effect until the next bid cycle unless it should be determined by the City that the Patrol Officer or Sergeant shall be reassigned to a non-bid system assignment or position during that period of time.
- D. The bid process shall occur as scheduled, regardless of any absence of a Patrol Officer or Sergeant from the Police Department. If the individual is unable to report to work by the second Sunday in February or the second Sunday in August, the individual cannot participate in the bidding process for that work cycle.

Subsection 4.8.2 Shift Bidding Process

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

- A. Shift preference bids shall be delivered to the assigned scheduling Patrol Commander during the established bid/assignment cycle.
- B. No early or late shift preference bids shall be accepted.

- C. Vacant assignments that occur after the bid deadline shall be filled by Patrol Officers or Sergeants, as applicable, that are reassigned after the assignment deadline to the Patrol Division of the Police Department. Those assignments shall continue until the next designated period for bidding.
- D. Police Administration reserves the right to restrict individuals from bidding where required by a department operating need.
- E. During the bid process, the Employer will attempt to award bids pursuant to seniority based bidding outlined in 4.8.1 but reserves the right to move an employee into a shift assignment or days off rotation slot that is less preferred by the employee based on operating needs including, without limitation, specialty assignments, employee performance, balancing the experience level of the squads, good working order and cohesion of the Patrol Division and employee hardship/special need(s) request. Moves for the above reasons are not subject to the grievance procedure.
- F. The Employer reserves the right to designate shift slots available for bidding by each specialty assignment.
 - 1. FTO's may only bid for designated FTO shifts to allow for equal distribution for both sides of the schedule. Seniority for the purpose of FTO assignment shift bidding shall be defined as the employee's length of permanent service as a commissioned officer with the Kent Police Department, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.
 - 2. SWAT officers may bid for any crew or side but must allow for equal distribution for both sides of the schedule and they can't be on the same shift. Seniority for a SWAT officer shall be defined as the employee's length of permanent service as a commissioned officer with the Kent Police Department, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.
 - 3. Generalist K-9 Handlers may only bid for designated Generalist K-9 shifts to allow for equal distribution for both sides of the schedule. Seniority for the Generalist K-9 handlers is defined as their continuous length of service within the specialty assignment.
- G. For the rotating detective assignment, Patrol officers will be eligible for the assignment every four (4) bid cycles in order to provide more experience opportunity. The bid officer with the most seniority in that eligible group will be first considered. Notwithstanding the foregoing, if no one else bids for the rotating detective assignment, a Patrol officer who has held the assignment

within the last four (4) bid cycles may still bid for the assignment.

Subsection 4.8.3 Shift Bidding Dates

The following is the process for the submission of bids and the assignment of shifts:

- A. Each Sergeant shall submit his or her shift preference bid no earlier than October 1 or later than October 7 and no earlier than April 1 or later than April 7, as applicable. All such bids must be received by the division commander or his designee no later than 5 p.m. on the applicable date. The shift assignments shall be posted no later than October 12 or April 12, as applicable.
- B. Each Patrol Officer shall submit his or her shift preference bid no earlier than October 13 or later than October 19 and no earlier than April 13 or later than April 19, as applicable. All such bids must be received by the division's commander, or designee, no later than 5 p.m. on the applicable date. The assignments shall be posted no later than the last day of the month in October or April, as applicable.

Subsection 4.8.4 Days Off Rotation

The rotation for days off shall occur on the Sunday following every fifth (5th), twelfth (12th), nineteenth (19th) and twenty-sixth (26th) week of the cycle and starting with the day shift. This shall take effect on the second Sunday in February.

Section 4.9. Daylight Savings Time

Employees who work graveyard shift during the fall when the clocks are moved back one hour will be paid one hour at the overtime rate of time and one-half. Employees who work graveyard shift during the spring when the clocks are moved forward one hour will be required to utilize one hour of annual or compensatory leave, or be allowed to work the additional hour to complete their normal shift hours at the employee's choice.

Section 4.10. Rest Periods

The parties agree it is mutually beneficial to officer safety and the quality of service to provide at least eight (8) consecutive hours of rest for commissioned officers between regularly scheduled 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 normally scheduled work shifts. If an employee is mandated by the City to work overtime (including court overtime), the employee shall take time off on paid administrative leave to allow for a continuous eight (8) hour rest period between normally scheduled work shifts.

B. Employees shall not work additional voluntary hours/assignments which would:

1. result in less than an eight (8) hour consecutive rest period between normally scheduled shifts; or
2. result in the employee working more than sixteen (16) hours in a twenty-four (24) hour period.

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.

Section 4.11. Non Accrued Time

To help compensate for the additional yearly hours incurred due to twelve hour shifts the city will provide two (2) NAT (non accrued time) days to each employee per year deposited into their leave accounts January 1st of each year. This time cannot be carried over and will be cashed out on the holiday buyback check. Both parties will meet November of the prior year to determine if these days can be taken as leave and/or cashed out, with Chief having the ultimate determination.

ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

Section 5.1. Notification of Work Rule Changes

The City agrees to notify the Association in advance of changes in departmental operating procedures or working conditions 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 Association in advance of making the proposed change.

Section 5.2. Modified Work Schedule

The parties agree to consider modifications to the normal work schedule and rotation cycle for employees, for a specified period, where there is a demonstrated need. Such modified work schedules must be approved by the Police Chief, or designee, the employee, and the Association and shall not be precedent setting.

ARTICLE 6 - SICK LEAVE

Section 6.1. Sick Leave Benefits

All sick leave benefits for "LEOFF" personnel shall be in accordance with the Revised

Code of Washington (RCW), provided however, that LEOFF employees of the Kent Police Department shall not be required to submit sick leave approval requests to the LEOFF Board for absences due to illness that do not extend beyond three (3) consecutive working days. Approval for up to and including three (3) days sick leave for any one occurrence shall be the responsibility of the Chief of Police or designee.

Section 6.2. Sick Leave Accrual

A. Employees

Officers shall accrue sick leave at the rate of twelve (12) hours per month. However, their sick leave account shall be credited with 36 additional hours on January 1 of each year. Employees hired after January 1 of any calendar year shall receive the additional hours on a prorated basis. However, under no condition will an employee's accrual exceed 1,190 hours. (See Section 6.6.)

B. Recruitment Incentive

In an effort to attract, recruit and retain qualified Police Officers, the City may offer new hire officers a lump sum of sick leave hours. This offer shall be made at the Chief's sole discretion and shall not set precedence for future hiring.

Section 6.3. Sick Leave Usage

- A. All employees shall be entitled to use sick leave for personal illness in accordance with current City Policy.
- B. Employees on sick leave for any period longer than one (1) week shall contact their Commander, or designee, on a weekly basis, barring extenuating circumstances, unless their physician provides a certification for the length of leave. If the leave extends beyond four consecutive months, the employee has the responsibility to contact his/her Commander, or designee, at the end of the fourth month to ensure all required follow-up documentation is provided. Prior to returning to work, the employee must provide any documentation required by the City. The City reserves the right to require the employee to be evaluated by the employer's physician to determine the employee's ability to perform the full duties of a police officer.
- C. All employees shall be entitled to use accrued sick leave to care for a family member as provided for under RCW 49.12.270.

Section 6.4. Employees - On-Duty Injury Leave Provision

Employees injured while on-duty must apply for "Worker's Compensation Benefits" for disability periods described in City Policy. Employees will be paid for the balance of their regular (not overtime) shift the day of the injury if the employee requires

medical attention and is unable to return to work that day; the employees will not be required to use any of their leave for the balance of this day. Questions of policy clarification or interpretation should be referred to the Human Resources Director in writing.

The first three (3) calendar days following the date of injury are defined as the time loss "waiting period". The employee shall use accrued leave to cover any time off for scheduled work shift(s) during these three (3) days. The waiting period shall be reimbursed if the time loss extends beyond fourteen (14) calendar days in accordance with Labor & Industries (L&I) regulations.

Employees 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 six (6) months. This shall be accomplished through a combination of "Worker's Compensation" time loss payments and the balance supplemented by the City. During this six-month workers compensation supplemental pay period, the employee shall continue to accrue annual leave and sick leave benefits. The six (6) months worker's compensation supplemental pay by the City shall be interpreted as six (6) months per consecutive time loss period (unless an exception is granted by the Human Resources Director), or six (6) months of supplemental pay per qualifying injury/illness, whichever is less.

Interpretations of and/or exceptions to the six (6) 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 six (6) 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 six (6) months per consecutive time loss period to six (6) 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) six (6) 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 six-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. The employee shall be responsible for their portion of these benefit premiums.

Section 6.5. Paid Family and Medical Leave (PFML) Program

- A. Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. KPOA and the City agree the benefits for this program are funded by both the Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

Section 6.6. Sick Leave Incentive/Buy-Out Program

- A. Employees 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>
480-719	16 hours of base pay
720-959	24 hours of base pay
960-1039	50 hours of base pay
1040-1149	100 hours of base pay
1150-1190	150 hours of base pay

- B. Compensation shall be made no later than January 20 of the following year and shall be at the employee's hourly rate in effect at the time the compensation is made. For purposes of determining eligibility to receive incentive pay an employee must be at 480, 720, 960, or 1040 hours of accrual on December 15th of that year.
- C. Employees who retire or separate in good standing from the City will be compensated for the hours, up to 1,190 hours, remaining in their sick leave bank based upon their tenure as commissioned officers with the Kent Police Department. Compensation shall be made at the following percentage of the employee's hourly rate in effect at the time of retirement:

- Completion of fifteen (15) years – twenty percent (20%)
- Completion of twenty (20) years – forty percent (40%)
- Completion of twenty-five (25) years – sixty percent (60%)
- Completion of thirty (30) years – eighty percent (80%)

Section 6.7. Light Duty

In the event an employee becomes sick or disabled the employer may allow the employee to return to work in a light duty status.

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 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. The maximum time that will be allowed for assignment to light-duty status is sixty (60) days; provided that upon request of the employee and approval of the employer, the sixty (60) day period may be extended to but in no case exceed a total period of six (6) months. Consideration of the 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 by the employee to the employer 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. Newly hired employees on light duty during their probationary period, see Section 1.5.4 – Light duty Probation extension for New Hires.
7. Employees on light duty as a result of an on-the-job injury or illness may receive up to two (2) hours per week of paid administrative leave to attend a medical or physical therapy appointment related to the on-the-job-injury or illness. The employee may receive up to fifty-two (52) hours annually for this purpose. Supervisors may allow flexibility in work schedules, to help lessen the amount of sick leave used by the employee, for attending medical or physical therapy appointments necessary for on-the-job injuries. Employees will reasonably attempt to schedule these appointments during off-duty hours.

ARTICLE 7 - HOLIDAYS

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. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas
12. Personal Holiday

All employees will observe the holidays on the actual day of the holiday.

Section 7.2. Holiday Compensation

A. Annual Holiday Hours

Employees shall be entitled to a combination of 144 hours of time off with pay and/or compensation in lieu of time off during each year in observance of the holidays identified in Section 7.1, as provided in Section 7.2.B.

B. Availability of Hours for Use

132 hours will be deposited into the employee's holiday bank on January 1st.

Twelve (12) hours of personal holiday hours will be deposited into the employee's holiday bank and available for immediate use on January 1st. These 12 hours must be used by November 15 of the same year in which they were deposited in the employee's holiday bank, or these 12 hours will automatically be cashed out on the annual "holiday buy-out" check. The personal holiday hours will be awarded to new hires upon their dates of hire.

Employees 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 any remaining 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 the "holiday buy-out" 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. The maximum holiday accrual limit as of November 30th of each year shall be 288 hours. All hours above 288 shall be cashed out automatically on the annual "holiday buy-out" check. This provision does not prohibit carryover of holiday hours beyond the maximum 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.

C. All Employees Pay Rate for Work on Holidays

Employees who are scheduled to work on one of the holidays listed in Section 7.1 shall be compensated at the rate of 1-1/2 times the regular base pay for all hours worked for their shifts that begin on the holiday; except those employees required to work on Thanksgiving or Christmas shall be compensated at the rate of two-times the regular base pay for all hours worked.

Detectives who are scheduled to work on one of the holidays listed in Section 7.2.E and those Detectives assigned to work in Section 7.2.F shall be compensated at the rate of 1-1/2 times the regular base pay for all hours worked for their shifts that begin on the holiday; except those employees required to work on Thanksgiving or Christmas shall be compensated at the rate of two-times the regular base pay for all hours worked.

Employees who sign up for overtime, are held over for staffing reasons by either mandate or volunteer, or are called into work on one of the holidays listed in section 7.1 shall be paid at the rate of two times the regular base pay for all hours worked.

Employees who have mandated paperwork (in-custodies, INV cases, or end of week paperwork) shall be paid at the rate of two times the regular base pay with Sergeant approval.

At no time will an employee receive more than two times the regular base page for any hours worked on a holiday.

D. Patrol Division

Employees assigned to the Patrol Division will be allowed to work on holidays that fall during their regularly scheduled shifts and will be paid

as provided for in Section 7.2.C. The "Patrol Division" for purposes of this section is defined as non-traditional/shift work, which includes Patrol, Traffic, SOU, and SRO.

Employees required to work Late Swing shift, Grave shift, or any hours from 15:00 to 23:59 hour on December 24th or December 31st shall also be compensated at the rate of time and one-half. Additional time off at a later date and dual inconvenience shall not be provided to employees required to work on December 24th or December 31st.

E. Investigations and Support Services Divisions

The Detective Unit of the Investigation Division will be allowed to work on seven holidays that fall during their regularly scheduled shifts and will be paid as provided for in Section 7.2.C. These holidays are

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

All other Employees assigned to the Investigations and Support Services Divisions are not authorized to work their normal scheduled shift on the observed holidays listed in Section 7.1, unless they have been scheduled to work as provided for in Section 7.2.F.

F. Detectives - Reduced Holiday Assignment for the 4th of July, Thanksgiving, and Christmas.

Up to two (2) employees of the Detective Unit may be allowed to work on the 4th of July, Thanksgiving, and Christmas during their regularly scheduled hours, as approved by their supervisor.

Approximately 30 days before the holiday, the supervisor shall notify detectives of their eligibility to work on the holiday. Eligibility to work on the holiday shall be based on a continuous rotational basis. It shall be the detective's responsibility to notify the supervisor in a timely manner of his/her availability to work the holiday. Detectives who fail to notify their supervisor of their availability will be passed over on the list. Once the holiday assignments are made, if the scheduled shift cannot be worked by the detective(s) assigned, employees assigned to NRT and SIU will be given the opportunity to work the vacant holiday slot. Once the holiday assignments are made, if the scheduled shift cannot be worked by the detective(s), or employees assigned to SIU or NRT, the

City is not required to fill the vacant holiday slot.

G. Unused Holiday Hours.

Employees who are required to work on one of the 11 holidays listed in Section 7.1 shall, in addition to the pay provided for under Section 7.2.C. above, be entitled to take the holiday off at a later date subject to approval of Police Administration or may elect to carry the holiday hours in the employee's holiday bank for carry over or buy-out as provided for in this Article 7.

Employees whose regularly scheduled day off falls on any of the 11 holidays listed in Section 7.1 shall be entitled to the holiday(s) off at a later date subject to the approval of the Police Administration, or may elect to carry the holiday hours in the employee's holiday bank for carry over or buy-out as provided for in this Article 7.

ARTICLE 8 - EDUCATION ALLOWANCE

Section 8.1. Training and Education Reimbursement Policy

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for reimbursement include registration, books, and fees associated with such training. Employees must submit for approval in accordance with Section 8.2 and for reimbursement in accordance with Section 8.4.
- B. Education. Employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following:
1. The employee must have successfully passed their initial probationary period of employment;
 2. The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months;
 3. The class(es) must relate to the employee's current position or a promotional position within the employee's career path;
 4. Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books;

5. If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost;
6. Commissioned officers who are working in the AA Degree Police Science Program will be reimbursed for costs of courses in that degree program, provided the program/school is approved by the Chief and the employee submits his training plan to the Chief for inclusion in the budget;
7. Education reimbursements for BA degree programs must be approved by the Police Chief, the Chief Administrative Officer and the Human Resources Director, or their designees;
8. Employees who voluntarily separate from employment within twenty-four (24) months after receiving education reimbursement shall repay the City for the tuition, books and associated fees paid by the City; and
9. Employees must submit for approval in accordance with Section 8.2 and for reimbursement in accordance with Section 8.4.

Section 8.2. Training and Education Approval Process

Employees shall submit their request for training and/or education reimbursement by June 1 of each year for the next calendar year. Their request shall include:

- A. Course list;
- B. Approximate itemized cost;
- C. Whether the course list is required and/or job-related training versus education classes offered by schools, colleges, universities, or other training organizations; and
- D. Reason for taking the course(s) including how the course(s) relate to the employee's current position or a promotional position within the employee's career path.

The Chief will then review the request for training and/or education and approve or deny the request. Education reimbursement requests for BA degree programs will also be submitted to the Human Resources Director and the Chief Administrative Officer for approval. If approved, the total cost of approved training and/or education requests will be included in the department's annual budget request. Once the budget is authorized, very few, if any, changes can be made. Interim changes will be considered by the Chief and acted on only if budget is available.

Section 8.3. Class Attendance

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. 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 8.4. Reimbursement Procedures

- A. If reimbursement is received through outside grant funds, or any other potential source, including G.I. benefits, then reimbursement shall be primarily through that source. (Student loans shall not be considered outside funds for purposes of this section.) City reimbursement shall be secondary for the remaining unpaid balance of the approved education costs.
- B. Upon completion of pre-approved training and/or education classes, 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.
- C. Paid receipts for pre-approved training and/or education costs must accompany the request for reimbursement. The City will reimburse the employee for only those costs that have been pre-approved and for which paid receipts are attached to the reimbursement request.
- D. Employees requesting reimbursement must submit the request, with the required 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.

ARTICLE 9 - ANNUAL LEAVE

Section 9.1. Annual Leave Accrual

- A. All members of the bargaining unit shall receive annual leave benefits as follows:

Hours of Leave Accrued:

<u>Years of Employment</u>	<u>Annually</u>	<u>Monthly</u>
1 st year	115.2 hours	9.6 hours
2 nd through 4 th year	124.85 hours	10.4 hours
5 th year	144 hours	12 hours
6 th through 7 th year	153.65 hours	12.8 hours
8 th through 9 th year	163.15 hours	13.6 hours
10 th year	172.8 hours	14.4 hours
11 th through 14 th year	182.45 hours	15.2 hours
15 th year	201.6 hours	16.8 hours

16 th through 19 th year	211.25 hours	17.6 hours
20 th through 22 nd year	220.75 hours	18.4 hours
23 rd through 25 th year	230.4 hours	19.2 hours
26 th year and thereafter	237.6 hours	19.8 hours

- B. In an effort to attract and recruit qualified Police Officers, the City may offer new hire officers a lump sum of annual leave hours. This offer shall be made at the Chief's sole discretion and shall not set precedence for future hiring. This lump sum leave shall be treated like annual leave for scheduling and leave use purposes in accordance with the provisions of this Agreement and City Policy. If the employee separates from employment prior to completing his or her probationary period as identified in Subsection 1.5.1 of this Agreement, this lump sum, or any remaining portions thereof, shall have no cash out value. After the employee has passed probation, any remaining lump sum hours will be transferred to the employee's annual leave bank and shall be eligible for cash out at separation.

Section 9.2. Scheduling Annual Leave

Annual leave shall be granted to the employee within the following guidelines.

- A. Each shift will have three (3) slots available for leave usage for vacation, holiday or compensatory time. Two (2) of the three (3) slots will be guaranteed if the leave requests are submitted, either through the seniority vacation bid process or otherwise, at least thirty (30) days in advance of the annual leave usage dates. The third slot will be approved if no overtime is needed or if the required overtime slot is filled.
- B. Exceeding the maximum number of slots off per shift may be authorized by the Division Assistant Chief, or designee.
- C. This also does not preclude the supervisor from approving annual leave requests above the maximum limits if such leave use does not result in overtime and staffing levels are not adversely affected.
- D. For the purposes of annual leave, Days and Early Swing, and Late Swing and Graves are recognized as one shift. Both side A and side B are separate from each other.

Section 9.3. Vacation Priority

- A. Vacation Bid System.

There shall be two (2) designated periods for seniority based vacation bids. The first vacation bid period shall be from November 1 to November 30. This bid shall allow employees to bid for and secure, by seniority, vacation dates within the February through July shift rotation of the following calendar year. Vacation requests from this bid period shall supersede all other vacation requests for time off during the February through July rotation.

The second bid period shall be from May 1 to May 31. This second bid shall allow employees to bid for and secure, by seniority, vacation dates from the August through January shift rotation. Vacation requests received during this bid period shall supersede all other vacation requests for time off during the August through January rotation.

- B. Vacation requests received outside of the seniority bid periods will be approved within the following provisions:
 - 1. Leave requests with at least thirty (30) days advance notice shall be recognized and approved (in accordance with Section 9.2) according to the date the request was received by the supervisor.
 - 2. Leave requests submitted with less than thirty (30) days notice shall be approved (in accordance with Section 9.2) in the order that any necessary staffing coverage is secured. It is the responsibility of the employee to ensure that any necessary staffing coverage is filled prior to approval of their leave request.
- C. Due to the department's need to have sergeants and officers available to staff Cornucopia Days and Splash, the dates of these functions will be "blacked out" and leave will not be approved during these times until minimum department staffing requirements are met (in accordance with Section 9.2). If an employee's regular day(s) off fall during these functions, and they are requested to work, they will not be expected to adjust their schedule to avoid overtime.
- D. Scheduling of vacation shall not be contingent upon vacation scheduling for civilian employees.

Section 9.4. Maximum Accrual

Employees can maintain two times their annual accrual rate of annual leave. Employees may exceed the two times annual accrual threshold during the calendar year, but shall be at or below this limit as of December 31st of each year. All accrued annual leave above the annual maximum threshold on December 31st shall be forfeited. It is the employee's responsibility to ensure that accrued annual leave hours are at or below the maximum accrual limit by December 31st of each calendar year. Compensatory and Holiday accumulation and use are considered separate from annual leave accrual and use.

The City will allow annual leave so as to maximize the opportunity for employees to utilize annual leave so they may comply with the maximum accrual limit.

When exceptional circumstances exist, employees may request a carryover of annual leave hours in excess of the annual maximum threshold by submitting a written request to the Police Chief and Human Resources Director. Approval of excess carryover is done on a case-by-case basis and does not serve as precedent for any

subsequent requests. Approved excess carryover hours will have to be used by March 31st of the year in which they have been carried over. It is the employee's responsibility to ensure excess carryover has been used by March 31st.

ARTICLE 10 - PENSIONS

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

ARTICLE 11 - BEREAVEMENT

Employees shall be entitled to use bereavement leave in accordance with City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. General Management Rights

The Association recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. Determine the management organization, the selection, retention, and promotion for occupations not within the scope of this Agreement.
- B. Direct employees of the City in the performance of their official duties.
- C. To hire, evaluate, promote, transfer, assign, and retain employees in positions in the City, and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
- D. To determine the use of technology, equipment, methods, means, and personnel by which departmental operations are to be conducted.
- E. To prescribe uniform dress to be worn by certain officers or employees.
- F. To take whatever actions may be necessary to carry out police functions in emergency situations.
- G. To determine the necessity of overtime and the amount thereof.
- H. To maintain efficiency of government operations entrusted to management.
- I. To determine and administer policy.

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 are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Association by specific provisions of the Agreement.

Section 12.2. Volunteers and Temporary Employees

The Association and the City have historically worked together to resolve issues related to the use of volunteers and temporary part-time employees. The parties desire to retain this cooperative spirit, and agree upon the following general principles:

- A. The City will not hire any temporary part-time employees to work within the bargaining unit without obtaining written agreement from the Association;
- B. The City may continue to use volunteers for records filing at the training center, for pawn shop data entry and crime prevention; and
- C. The Association is the bargaining representative for the personnel assigned to the oversight of the volunteers; and
- D. The Association recognizes that the City may want to use other volunteers, or temporary employees as the needs of the City change due to growth in geographical size, population, and etc. Whenever such changes would affect the wages, hours and working conditions of the Association's membership, the City must bargain with the Association before using volunteers or temporary employees to do work currently done by Association members. While the Association agrees to give such proposals careful consideration and bargain in good faith, the Association is not required to enter into any such agreement. In the event the parties are unable to reach agreement, either party may request expedited interest arbitration, to be governed by the provisions of RCW 41.56.430.

ARTICLE 13 - PERFORMANCE OF DUTY

Section 13.1. Non-Strike Provisions

Nothing in this agreement shall be construed to give an employee the right to strike. No employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Kent Police Department.

Section 13.2. Performance of Duty

It is agreed that all members of the bargaining unit shall perform all functions and

duties required by laws of the State of Washington, ordinances of the City of Kent, and Civil Service rules and regulations and operating policies of the department.

ARTICLE 14 - CONFERENCE BOARD/COMMUNICATIONS

Section 14.1. Conference Board

There shall be a department conference board consisting of three (3) members named by the Association and three (3) officers of the department named by the Chief. The Chief, or a representative, shall sit as one of the three (3) officers to the maximum extent practical, but any of the six (6) members may be replaced with an alternate from time to time. A representative of City Administration may be requested to attend conference board meetings at the discretion of either party. The conference board shall meet as mutually determined and shall consider and discuss matters of mutual concern pertaining to the improvement of the department and the welfare of the employees.

The purpose of the conference board is to deal with matters of general concern to members of the department as opposed to individual complaints of employees. Accordingly, the conference board shall not discuss grievances properly the subject of the procedure outlined in Article 15, except to the extent that such discussion may be useful in suggesting improved department policies. Either the Association representatives or the City representatives may initiate discussion of any subject of a general nature affecting the operations of the department or its employees. An agenda shall be prepared and distributed in advance of each meeting and minutes shall be kept.

Section 14.2. Communications with the Chief Administrative Officer

The Association and City agree that areas of general concern not specifically mentioned in this contract may arise. Such concerns may be related to interpretation of procedures, changes in policies, working conditions, etc., that may generally affect employees or City rights and responsibilities. Acknowledging that such concerns could arise and further that such concerns are of a nature that they should not properly be considered under the Grievance Article of this agreement, the following procedure shall be established to allow either the City or Association to directly address issues or questions of concern.

- A. The coordinators of this procedure shall be the Association Chairperson and Chief Administrative Officer, or their designees.
- B. Meetings may be initiated by either the City or Association by request. A mutually agreeable meeting time and place will be set. Representatives of police administration and Human Resources shall be allowed to attend the meeting.
- C. A proposed agenda of items to be discussed shall be prepared and distributed in advance of a proposed meeting. Statements, fact-finding results, etc.,

should be available in writing for review in order to explain or clarify areas of concern.

D. Minutes of each meeting shall be kept.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1. Grievance Definition

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Section 15.2. Representation During Grievances

Grievances processed through Step 3 under Section 15.5 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. Employee representatives who attend such grievance meetings outside of their normal City working hours will not be paid.

Section 15.3. Exceptions to Time Limits

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 15.4. Class Action

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

Section 15.5. Steps and Time Limits

A grievance shall be processed in accordance with the following procedure; provided by mutual written agreement, the parties may modify the timelines and steps below on a case-by-case basis.

Step 1 A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association to the employee's immediate supervisor within fourteen (14) calendar days of when the employee knew or should have known of the alleged contract violation. The written

grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to settle the grievance at this stage. The immediate supervisor shall answer the grievance within ten (10) calendar days after receipt of the grievance.

Step 2 If the grievance is not resolved as provided in Step 1, it shall be forwarded to the appropriate Division Assistant Chief by the aggrieved employee or Association within ten (10) calendar days. The Division Assistant Chief shall answer the grievance within ten (10) calendar days of receipt.

Step 3 If the grievance is not resolved as provided in Step 2, it shall be forwarded by the aggrieved employee or Association to the Police Chief with a copy to the City Human Resources Director within fourteen (14) calendar days after the Step 2 answer; provided, a grievance that qualifies as a class action in accordance with Section 15.4 may also be filed at this Step 3 within fourteen (14) calendar days of when the employee or Association knew or should have known of the alleged contract violation. The Police Chief shall convene a meeting between the aggrieved employee (if any) and Association representative, together with Department representatives as designated by the Chief, within fourteen (14) calendar days after receipt of the grievance. The City Human Resources Director or a designee may attend the meeting. Within fourteen (14) calendar days after the meeting, the Police Chief shall provide a decision to the Association.

Step 4 If the grievance is not resolved as provided in Step 3, it shall be forwarded by the aggrieved employee or Association to the Chief Administrative Officer with a copy to the Police Chief within fourteen (14) calendar days after the Step 3 answer. The Chief Administrative Officer or a designee shall investigate the grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. The Chief Administrative Officer shall thereafter forward a decision within fourteen (14) calendar days after receipt of the grievance or the meeting between the parties.

Step 5 If the grievance is not settled in Step 4, either of the signatory parties to this Agreement may refer the grievance to arbitration. Within thirty (30) calendar days of the Step 4 response, the party seeking arbitration shall submit a letter to the opposing party indicating their intent to arbitrate and requesting the selection of an arbiter.

Cases that are referred to arbitration shall be accompanied with the following information.

- a. Identification of section(s) of the Agreement allegedly violated;
- b. Nature of the alleged violation; and

c. Remedy sought.

For a grievance regarding any disciplinary action, discharge, or termination decision, the parties shall be required to follow the arbitration process established pursuant to RCW 41.58.070 as enacted pursuant to Laws 2021 c 13 Section 1 (SSB 5055). For all other grievances, the City (through its Chief Administrative Officer or designee) and the Association may select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a list of nine (9) Washington and Oregon arbitrators obtained from the Federal Mediation and Conciliation Services, each party alternately striking a name from the list until only one name remains.

Section 15.6. Arbitrator's Authority

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement. The arbitrator's power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved.
3. The cost of the arbitrator shall be borne equally by the City and the Association, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Section 15.5, Step 5 of this Agreement shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

Section 15.7. Election of Remedies

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. An election between those procedures shall be made within thirty (30) calendar days of the filing of the grievance or the commencement of the Civil Service hearing, whichever comes first. 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 15.8. Retroactivity

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.

ARTICLE 16 - POLICE OFFICERS' BILL OF RIGHTS

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 employee for just cause.

The investigation of complaints of misconduct by any officer will be handled in accordance with Kent Police Department Policy and Procedures Manual (Standards) and this agreement. This Agreement shall control in the event of a conflict between the Standards and this Agreement.

Section 16.1. Bill of Rights

In an effort to ensure that investigations made by an officer 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, the employees shall be entitled to the protection of what shall hereafter be termed the "Police Officers Bill of Rights" as follows:

- A. Upon notification that he/she is the subject of an internal investigation, the employee shall be informed, in writing, of the items set forth below. Said notification shall occur at least twenty-four (24) hours before the employee is interviewed in the subject investigation.
- That the employee is considered a subject of the internal investigation,
 - The nature and a summary of the allegation(s), as well as the date and location that the alleged conduct occurred;
 - 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);
 - The name of the complainant or the victim; provided, that in the event the employee is suspected of committing a criminal offense, disclosure of the identity of the complainant or the victim may be withheld in the event

- disclosure would jeopardize the safety of the complainant or victim;
 - The employee's right to have a KPOA representative present during the interview. In addition the employee shall be afforded an opportunity and facilities to contact and consult with a KPOA representative and its attorney prior to the interview.
 - The name of the officer(s) in charge of the investigation and the name of the officer who will conduct the interview. If the person conducting the investigation and/or interview is not a Kent Police Department employee, then his/her place of employment will also be provided.
- B. The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.
- C. At the cost of the requesting party and in accordance with Chapter 9.73 RCW, the employee who is the subject of an internal investigation or the City may request that the interview be recorded. There shall be no "off- the-record" questions if the interview is recorded. Upon request, the employee under an 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. Employees interviewed as witnesses shall also be entitled to an exact copy of any written statement he/she has signed.
- D. Interviews shall be completed within a reasonable time and shall be performed 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.
- 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. Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the state and federal constitutions and Washington law. During an investigation in which an employee has been advised of his/her Garrity warnings, 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 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.
- H. The Association recognizes the administration's effort to improve procedures involving complaints against its members. In an effort to ensure that these

procedures are accomplishing their goals, there will be an annual review of the procedures in a meeting between the Association and the department's administration.

- I. The City shall not require employees who are subject of an investigation to be subjected to visits by the press or news media; nor shall their home addresses or contact information be given to the press or news media without the respective employee's consent (unless otherwise compelled by law).
- J. Upon completion of the investigation, the employee under investigation shall be promptly informed of the results of the investigation, i.e., whether the complaint is preliminarily determined to be unfounded, exonerated, not sustained, or sustained. If the preliminary findings of the investigation are that the complaint should be sustained, or other misconduct found, the employee and his or her KPOA representatives shall be furnished a complete copy of the investigation report and file prior to making a final decision and sufficiently in advance of any *Loudermill* Hearing.

Section 16.2. 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, in the least intrusive manner as possible, and 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 Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation.
2. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor.
3. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.

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 and/or continued treatment, the doctor will indicate what modifications and/or treatment are necessary and the extent and projected duration of the modification and/or treatment plan. The employee shall follow the prescribed treatment plan. The doctor will keep all data that has been made available to him or her confidential and not release it to any party except the employee. Modified work conditions may include light duty assignments as provided in Section 6.7.

- C. If the employee is referred back to work by the doctor, but the employer still has reasonable suspicion that the employee remains psychologically unfit to perform the job, employer may again refer the employee back to the original evaluating doctor for psychological evaluation per Subsection A.1. of this Section.
- D. As used in this section, "doctor" refers to a psychologist or psychiatrist.
- E. This section shall not be interpreted to limit the City's or employee's rights, obligations, or access to information under the rules and regulations applicable pursuant to the Americans with Disabilities Act, Family Medical Leave Act, or Worker's Compensation statutes.

ARTICLE 17 - COMPENSATION

Section 17.1. Salaries

Police Salaries - MONTHLY

<u>Police Class (Steps)</u>	<u>12/31/21</u>	<u>Required months in each Step</u>
Recruit (A)	\$6805	* see Section 17.2
Probation Officer (B)	\$7039	12 months
Patrol Officer 4 (C)	\$7389	12 months
Patrol Officer 3 (D)	\$7815	12 months
Patrol Officer 2 (E)	\$8309	12 months
Patrol Officer 1 (F)	\$8859	
Sergeant	\$10,638	

Police Salaries - HOURLY

<u>Police Class (Steps)</u>	<u>12/31/21</u>	<u>Required months in each Step</u>
Recruit (A)	\$39.260	* see Section 17.2
Probation Officer (B)	\$40.610	12 months
Patrol Officer 4 (C)	\$42.629	12 months
Patrol Officer 3 (D)	\$45.086	12 months
Patrol Officer 2 (E)	\$47.936	12 months
Patrol Officer 1 (F)	\$51.110	
Sergeant	\$61.373	

The above salary schedule represents the following:

- A. Effective October 1, 2021, all officers and sergeants in the bargaining unit received a 16% wage increase; represented as 6.3% for CPI-W, 4.7% for moving to the 12 hour schedule, and 5% for a market adjustment. This increase will remain for the entirety of 2022.
- B. Effective January 1, 2023, all officers and sergeants in the bargaining unit shall receive a wage increase of 100% of Seattle-Bellevue-Everett CPI-W, June, with a minimum of 1% and a maximum of 6%. In addition, there will also be a 0.5% increase for all officers and sergeants.
- C. Effective January 1, 2024, all officers and sergeants in the bargaining unit shall receive a wage increase of 100% of Seattle-Bellevue-Everett CPI-W, June, with a minimum of 1% and a maximum of 6%.

Section 17.2. Salary Plan

- A. Employees shall be placed at the "Academy (A)" step while attending the Police Academy.
- B. With successful completion of the Police Academy, the employee shall be

moved to the "Probationary Officer (B)" step effective the first of the month following such academy completion.

- C. Each subsequent step increase will be made at the completion of each cumulative twelve (12) month service period completed until the employee reaches the top of the pay scale – "Patrol Officer 1 (step F)".
- D. The only exceptions shall be those provided by Civil Service, wherein education or prior police experience or training, allow employees to be hired at salary steps higher than step B.

Section 17.3. Premium Pay

- A. Premium pay of four percent (4%) of base pay per month in addition to regular pay shall be granted to officers who are assigned to the following units and/or assignments:
 - 1. Co-Responder Sergeant
 - 2. Special Investigations Unit – SIU
 - 3. Special Operations Unit – SOU
 - 4. Traffic
 - 5. K-9
 - 6. Race, Engagement, and Inclusion
 - 7. Valley SWAT
 - 8. Hostage Negotiator
 - 9. Neighborhood Response Team – NRT
 - 10. Recruitment and Background Investigators
 - 11. Administrative Sergeant
 - 12. School Resource Officers
 - 13. Valley CDU
 - 14. Training Unit Staff
 - 15. Video Technician
- B. Premium pay of five percent (5%) of base pay per month in addition to regular pay shall be granted to Detectives.
- C. Premium pay of six percent (6%) of base pay per month in addition to regular pay shall be granted to employees assigned as field training officers in the Patrol Division and to officers assigned full-time to the Criminal Justice Training Commission.
- D. The officer assigned to the Police Science Instructor is referenced in Appendix "B".

- E. It is understood that there will be no pyramiding of premium pay and that an officer can only receive premium pay for one assignment at a time.
- F. The base hourly pay the employee receives as a result of working out of classification in accordance with Section 17.4 will be included in the calculation of premium pay.

Section 17.4. Working Out of Classification

- A. Any officer who is temporarily assigned to perform duties of a Sergeant shall be paid at the base hourly rate of pay of a Sergeant as expressed in Section 17.1 but only if the temporary assignment equals or exceeds two consecutive hours. However, the City will not make temporary assignments to Commander or Assistant Chief for less than one full shift.
- B. Only temporary assignments to the rank of Sergeant and above shall be considered for "working out of classification" pay.
- C. Police administration must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his regular classification. Appointments to the rank of acting Sergeant shall be made whenever a regular Sergeant is absent, provided the shift commander does not assume the Sergeant's responsibilities or assigns those duties to the overlapping Sergeant.
- D. When a Sergeant is assigned to act or given a provisional appointment to Commander or Assistant Chief he/she shall be paid at the rank of Commander or Assistant Chief. The pay required of this subsection shall be the base salary of the Commander position as expressed in the Assistant Chief's and Commanders Collective Bargaining Agreement, converted to a base hourly rate of pay. In addition, he/she shall retain all benefits, to include eligibility for overtime, as are provided for in the Sergeant and Police Officer collective bargaining agreement

Section 17.5. Longevity and Education Incentive Pay

. Longevity pay and educational incentive pay shall be applied to the monthly base salary of eligible employees; provided, the base hourly pay the employee receives as a result of the working out of classification in accordance with Section 17.4 will be included in the calculation of longevity and education incentive pay.

Subsection 17.5.1 Longevity Pay

Employees who have completed the following years of continuous service as a regular City employee shall be paid longevity pay in accordance with the schedule below.

<u>Completion of</u>	<u>Pay</u>
5 years	Two percent (2%)
10 years	Four percent (4%)
12 years	Four and One Half (4.5%)
15 years	Six percent (6%)
20 years	Nine percent (9%)
25 years	Eleven percent (11%)
30 years	Eleven and one half percent (11.5%)

Employees shall receive longevity pay for the highest level of longevity with the City. There shall be no pyramiding of longevity pay.

Subsection 17.5.2 Educational Incentive

Educational incentive pay shall be awarded to qualified employees who have obtained an Associate (AA) or Bachelor's (BA) degree in accordance with the schedule below. Employees who have attained a Master's (MA) or Doctorate (PhD) degree shall be paid at the Bachelor's (BA) level. 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.

<u>Degree</u>	<u>Pay</u>
Associate (AA)	Four percent (4%)
Bachelor (BA or BS)	Six percent (6%)

There shall be no pyramiding of educational incentive pay.

Section 17.6. Effective Date of Compensation Increases

The effective date for all increases in compensation shall be the first day of the month of the employee's anniversary or when otherwise eligible.

Section 17.7. Clothing and Equipment

- A. The City shall furnish employees with clothing and equipment necessary to enable them to perform their assigned duties. The jumpsuit shall be equivalent to a mid-weight Blumenthal's jumpsuit. New officers may elect to purchase a jumpsuit upon hire and will be reimbursed upon successful completion of the FTO program.

A labor-management committee, consisting of two representatives from both labor and management, shall be formed upon signing of the CBA to provide oversight and standards for uniform issuance.

- B. Necessary articles of equipment may include, but are not limited to, flashlights,

batteries, notebooks, computers, pens/pencils and other necessary minor articles of equipment of the nature specified herein. In addition, this includes any safety equipment which might be formally recommended by the police administration and funded with the Police Department budget.

- C. The City will repair damage to clothing or equipment which is due to normal wear and tear in service. Unusual repairs required to be made because of neglect or abuse by the employee shall be paid for by the employee responsible.
- D. Cleaning and laundry of uniforms supplied by the City shall be the responsibility of the employee. Approved accessories to the uniform, which are optional in nature, shall be provided by the employee according to personal preference.
- E. Employees who suffer a loss or damage to appropriate personal property and/or clothing in the line of duty may be reimbursed for such loss or damage by the City. Employees are generally expected to use reasonably priced personal property/accessories while on duty. If the officer chooses to carry personal property that is worth more than \$100.00, it is understood that the employee may only be reimbursed for up to \$100.00 of its value unless reimbursement for the higher priced property (no greater than \$300.00) is approved by Police Administration.
- F. Officers who are assigned to plain clothes assignments where civilian clothing is appropriate will be allotted:
 - 1. Seven hundred dollars (\$700) per year, less applicable taxes as required by the US Internal Revenue Service, which will be paid on the first paycheck in February for civilian clothing. This allowance is to be used for the purchase of business attire or dress shoes for work or to cover the cost of dry cleaning such attire.

Section 17.8. Compensation for Training

- A. The employee agrees to waive any overtime compensation due him/her as a result of attending the Washington State Basic Law Enforcement Academy, unless otherwise provided for under F.L.S.A.
- B. While attending the "basic academy," the employee shall be relieved of all police- related duties, provided that if an employee is required by the City to perform police duties in addition to attending the "basic academy," the employee shall be compensated pursuant to Section 4.2.
- C. The City agrees to compensate pursuant to Section 4.2 any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

Section 17.9. Timely Compensation

Subsection 17.9.1. Current Payroll

Employees will receive their pay by direct deposit or a pre-paid debit card. For employees who participate in either pay 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. Employees who participate in these programs 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 5th and the 20th of each month and that the City will initiate the electronic transfer of employee pay on the 4th and 19th of each month to employee accounts.

Subsection 17.9.2 Potential Payroll Change

Both parties see the benefit of discussing changes to the current payroll processing dates/procedures to provide more timely and accurate pay checks.

Once the City has consensus from all bargaining units within the City to participate, a committee may be formed to meet and discuss ways to enhance the payroll process. The city wide committee shall be comprised of two representatives from each of the bargaining units and the non-represented employees. Final recommendation(s) of this committee regarding payroll process changes will then be taken back to the Union membership for ratification.

Section 17.10. Deferred Compensation

- A. The City will contribute three percent (3%) of a top step Police Officer's annual base pay to each officer's 457 deferred compensation program. The City will contribute three percent (3%) of a Police Sergeant's annual base pay to each sergeant's 457 deferred compensation program.
- B. The City's total annual maximum contribution will be calculated based on the pay rate effective January 1 each year, and that amount will then be divided and contributed over the twenty four (24) pay periods in the year. The employee will make their participation choice within a two-week annual enrollment period as designated by Human Resources. Changes to the employee's portion of Deferred Compensation contributions may be made mid-year, but the City's contribution will be set during the designated open enrollment period.
- C. Employees must monitor and adjust their 457 contributions to ensure they don't exceed the IRS annual maximum. Employee contributions (pretax and post-tax) and employer contributions count towards the IRS annual maximum.
- D. New hires will be eligible to commence participation in the deferred

compensation program based on their date of hire. If an employee is hired between the 1st and 7th or the 16th and 22nd of the month, the employee will be eligible for the full amount for that pay period if he or she meets the criteria as stated in B above. If an employee is hired between the 8th and 15th or the 23rd and the end of the month, the employee will not be eligible to participate in the program until the following pay cycle.

The designated open enrollment period for a new hire for the initial employment year shall be the employee's first two weeks of employment with the Kent Police Department.

Section 17.11. Accreditation Pay

The salary levels provided herein shall be increased by one percent (1%) in recognition of the Kent Police Department's accreditation status. The additional salary shall remain in effect during the period of this Agreement for as long as the Department retains its accreditation. The base hourly pay the employee receives as a result of working out of classification in accordance with Section 17.4 will be included in the calculation of accreditation pay

Section 17.12. Bilingual Pay

The City recognizes the benefits of bilingual skills. Two pay incentives are available depending upon the demonstrated level of proficiency an employee has in a language other than English-base bilingual pay and advanced bilingual pay. The police chief shall determine at his/her sole discretion:

1. The language(s) and level of proficiency each employee must attain to be eligible for bilingual pay at the one hundred dollar (\$100) base level and the 3% advanced level;
2. The testing or methodology used to determine proficiency;
3. The number of bilingual officers (in each qualifying language) needed by the department.

Base Bilingual Pay. Employees eligible for bilingual pay, as approved by the Police Chief, shall receive one hundred dollars (\$100.00) per month in recognition of their non-English language skills. This is the base bilingual pay available to employees who have tested and meet the minimum proficiency necessary to receive bilingual pay. A single incentive payment is provided irrespective of how many additional non-English languages an employee is proficient in.

Advanced Bilingual Pay. Employees who have tested and meet a higher level of proficiency shall be compensated at a rate of 3% of their base pay per month. This advanced bilingual pay will be provided in place of the base bilingual pay; an employee will not be paid both amounts. A single incentive payment is provided irrespective of how many additional non-English languages an employee is proficient in.

Testing. The Police Chief will have the sole discretion to determine the languages eligible for bilingual pay and the minimum level of proficiency employees need to attain in order to receive base bilingual pay and advanced bilingual pay. A third-party vendor, mutually agreed upon by the City and KPOA, will be used by the City to test and certify the level of an employee's non-English language proficiency. The testing will be conducted while an employee is on duty and all testing costs will be paid by the City. However, an employee shall not incur overtime to test their non-English language proficiency.

1. Until December 31, 2021, an employee may test their non-English language proficiency, as provided for in this Section 17.12, twice per year. This additional opportunity is provided to allow employees to determine their current level of proficiency and seek to improve it, if necessary, to meet the minimum standard set by the Chief to receive bilingual pay, either at the base level or the advanced level. Employees who currently receive bilingual pay, but who fail on the second testing attempt to meet the minimum proficiency required to retain bilingual pay will no longer be eligible for the incentive.
2. Beginning January 1, 2022, an employee may test their non-English language proficiency only once per year.
3. In order to retain bilingual pay, employees must re-test every two years and meet the minimum level of proficiency required to retain bilingual pay, either at the base level or the advanced level.

An employee may, during their normal work hours, be called upon to translate on-scene, to assist detectives, or testify concerning any language for which they are proficient, not just that for which they receive bilingual pay.

The City will maintain a list of non-English languages eligible for bilingual pay, which will be annually reviewed and updated by the City and KPOA representatives.

Section 17.13. Instructor Pay

The Police Chief shall designate staff to each instructor position. Employees designated to instructor positions shall receive one hundred dollars (\$100.00) 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;
2. Defensive Tactics Instructor;
3. Emergency Vehicle Operations Course Instructor; and
4. Drug Recognition Expert/Field Sobriety Testing Expert.

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.

Section 17.14. Physical Fitness

To encourage employees to maintain a healthy lifestyle and physical fitness, the city will conduct a physical fitness test. In order to earn the incentive, the employee must participate in this incentive program as follows:

1. Employees will participate in the city's wellness program and achieve a gold level by December 31st of the incentive year.
2. Employees will successfully complete the Physical Agility Test (PAT) twice (2) during the incentive year.
3. Payment of the \$500 incentive for employees who passed the examination during the year and achieved Gold level, will be made once a year on the January 20th pay check of the following year; and
4. Probationary Employees who pass the physical fitness tests but are separated from employment prior to December 31st of that year will not be eligible for the incentive payment.

The PAT will be a design that is approved by the Chief of Police.

Section 17.15. Recruiting Incentives

The following provisions will apply to the Recruiting Incentive Program:

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

A. Officer Referral Incentive

- The Recruiting Incentive is \$1,000 for an entry level police officer, and \$2,000 for a qualified lateral police officer, less all applicable payroll taxes and deductions.
- To qualify employees for the Recruiting Incentive, the 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.
- Upon receipt of a completed and timely Personnel Change Request form (PCR), 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 PCR is received after the PCR cut-off date, the Recruiting Incentive will be processed for payment on the next following pay date. The following employees are not eligible to receive the Recruiting Incentive: employees assigned as Recruiting Officers (including the Recruiting Officer,

Background Investigators and the first line supervisor for the recruitment unit); and employees who recruit a candidate from a Department sanctioned event (i.e., job fair or PST testing event).

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

B. Lateral 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 as a law enforcement 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 current agency.

2. The total amount of the hiring incentive will be \$10,000, less applicable taxes from the Internal Revenue Service or other required deductions, and will be payable in two equal installments. The first installment of \$5,000 will be paid on the first pay period of the recruit, and the second installment of \$5,000 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 (\$5,000) 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 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.

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

While the parties agree to the above incentive program, the KPOA also specifically agrees that 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 above 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. The KPOA also agrees that this incentive program is for the sole purpose of attracting lateral recruits to the Kent Police

Department, and shall not be utilized as a basis for seeking additional salary for its members.

17.16 Body Worn Camera Pay

The Department has implemented a Body Worn Camera Program to record interactions between police officers and members of the public. With this implementation, an additional one percent (1%) shall be added to the base monthly salary of each commissioned officer of the rank of officer or sergeant.

The Department retains sole discretion to terminate the BWC program, In the event the BWC program is terminated, officers and sergeants shall stop receiving the 1% of additional pay as called for in this MOU on the date following the day in which the cameras are removed from service.

In the event of an operational problem with the BWC or technology that supports the BWC such that the use of the BWC footage is impractical, or in the event of a court ruling or statutory change that makes the use of the BWC or the admission of BWC evidence in court impractical, the Department may, in its discretion and in lieu of terminating the BWC program, pause the program for a period of time as determined by the Department. In the event the Department pauses the program, the 1% pay shall pause starting on the first day of the pay period following the pause of the program. If the BWC program is reactivated, the 1% pay shall begin applying again on the date the first camera is reissued or the date the first officer is ordered to wear the BWC.

If, at any time, the City adopts an in-car video program, the City will provide notice and the opportunity to bargain upon request.

ARTICLE 18 - INSURANCE COVERAGE

Section 18.1. Health Care Insurance

Subsection 18.1.1. Plans Offered

For the term of the contract, the following health care plans will be offered to bargaining unit members:

- A. Premera Blue Cross, \$15 copay Plan;
- B. Kaiser Permanente (HMO), with copays for office visits and prescription drugs;
- C. Health Savings Account (HSA) and High Deductible Health Plan; and
- D. 80/20% Traditional Plan.

If an employee elects option C or D above, the employee will no longer be eligible

to select option A in the future.

Subsection 18.1.2. Employee Coverage

Employees in the bargaining unit shall receive a fully paid health care plan as noted in subsection 18.1.1 above underwritten by a company who provides such insurance nationwide. The monthly premium cost shall be paid by the City. Employees are responsible for deductibles and copays.

Subsection 18.1.3. Dependent Coverage

Employees in the bargaining unit have dependent coverage available under the plans offered by the City.

- A. For employees who select the \$15 copay (PPO) plan or the Kaiser Permanente Plan, the employee shall pay fifteen percent (15%) of the dependent's portion of the monthly premiums, of the selected plan, to a maximum of one hundred and sixty dollars (\$160.00) per month.
- B. Employees who select the 80/20% Traditional Plan shall pay for their dependents' portion of the monthly premiums at the same rate as non-represented employees.

If in the future, the Association can prove, through court documents, that the City's practice of charging a higher employee dependent premium for one plan over the other to be illegal, both parties agree to reopen this Health Insurance Section of the contract with the intent of negotiating terms to comply with court requirements.

Subsection 18.1.4. HSA Funding

For employees who select the Health Savings Account (HSA) with the High Deductible Health Plan (HDHP) who wish to receive city funding must participate in the Wellness program. Employees will have until December 31st to earn wellness points to receive the following HSA Funding. Employees who achieve Gold will receive \$1,500, those that achieve Silver will receive \$1,000, and those that achieve Bronze will receive \$500. The funding an employee achieves will be front loaded to the HSA account on the January 20th payroll check of the following year. New hires will be prorated for their hire date at the gold Wellness level applicable to that year.

Subsection 18.1.5. Retiree Medical Savings Plan

The City has established a Health Retirement Account (HRA) Voluntary Employees' Beneficiary Association (VEBA) to reimburse out-of-pocket medical care costs, as defined by the IRS, for eligible future retirees and their dependents.

This program will remain in place for the length of this contract and will discontinue effective December 31, 2024.

At the expiration of this contract, the City and KPOA will evaluate the program's effectiveness and financial sustainability, and may modify the program or discontinue the program at either party's discretion. The parties agree to reopen for the purpose of negotiating plan design.

Eligibility

To be eligible employees must be retiring in good standing and after attaining a minimum of 68 points, based on a combination of age plus years of service, where one point is awarded for each year of age and one point for each year of service. The total points establish an order of merit, or seniority, to receive the benefit.

To be eligible, the employee must be at least 53 years old, but not to exceed the age of 54 plus one month, and must retire no later than one month after turning 54 years old. A minimum of 15 years of service must be completed as a Kent Police Officer or Sergeant. The eligibility score is calculated based on the employee's intended retirement date.

In the event an employee declares their intent to retire and subsequently elects not to retire in the year initially declared their seniority is subordinate to the seniority of those who have not been previously considered but have subsequently become eligible in the upcoming year.

The city agrees to review additional employees over the allotted three positions, per year, on a case-by-case basis, which shall not be precedent-setting. Any additional employees would still need to meet the eligibility requirements outlined in the eligibility section of Subsection 18.1.5.

Benefit

The three employees with the highest eligibility points, will be enrolled in the KPOA HRA VEBA and will receive a stipend of \$800 per month. The stipend payment will begin on the first month of retirement and end the month they turn 65 years of age.

Once an employee is enrolled in the VEBA program, they will remain enrolled until the month they reach 65 years old, regardless of changes in the contract.

Enrollment

Employees who wish to be considered for this benefit must declare their intent to retire to their KPOA representative by June 30th of the year prior to retirement. KPOA will initially determine eligibility and consider seniority. By July 31st, a list will be compiled by KPOA and those eligible retirees with the most points will be identified and informed that their names will be forwarded to HR. The list will be forwarded to HR by August 31st. The City will respond to KPOA by October 1st with a final determination of eligibility and request KPOA to complete the form and forward it to HR no later than November 30th to HR for final processing. Employees will send the Chief of Police a memo declaring their retirement date at least two months prior to

the retirement date. If the employee(s) decide not to retire, KPOA will notify HR to remove their name from the eligibility list.

Exclusions

Employees who return to employment with the city (in a non-sworn position) will have their VEBA benefit paused while employed, and will then be reinstated upon separation with the city until the month they reach 65 years of age.

Indemnification

The KPOA agrees to indemnify, defend, and hold the City harmless from any and all liability, claims, demands, suits or any other loss, damage, or injury to persons or property arising from or related to the provisions of this section.

Subsection 18.1.6 LEOFF I Health Coverage Requirement

The City shall provide medical coverage of LEOFF I employees as required by law.

Subsection 18.1.7 Line of Duty Death Benefits

In the event of the death of an employee while on duty, the City will provide medical, dental and vision benefits to the eligible dependents of the employee. The following limitations shall apply:

- The benefits provided by this Agreement shall be provided for twelve (12) calendar months following the month in which the death occurs.
- Only eligible dependents of the employee who are covered on the City's medical, dental and vision plans at the time of the employee's death are eligible for the benefits provided herein; provided, that a child born to or adopted by the spouse of an employee after the death of the employee but prior to the expiration of the period in which the benefits are provided pursuant to this Agreement shall be eligible for the benefits provided for herein.
- In lieu of providing the medical, dental and vision benefits required herein, the City may, at its discretion, provide funds in an amount equivalent to the cost of coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) for the twelve (12) month period.

Section 18.2. Life Insurance

The City shall pay the entire premium for double indemnity life insurance coverage for each eligible member of the bargaining unit. 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.

Section 18.3. Forms Handling

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.

- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

Section 18.4. Health Care Committee

The parties agree that the Association's participation on the City's Health Care Committee has been mutually beneficial. The parties recognize that there must be representation and participation by all Unions on the Committee. Therefore, the Union agrees to designate two (2) representatives to participate in the Health Care Committee.

Section 18.5. Hepatitis B Vaccination Program

The City will provide employees with the opportunity to receive vaccinations and the follow up tests to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Kent Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow up tests after exposure must sign a waiver form.

Section 18.6. Long Term Disability Insurance

The Kent Police Officers Association will administer its own Long Term Disability Insurance program.

ARTICLE 19 - MILITARY LEAVE

Employees of the bargaining unit shall be granted days off for paid military leave in accordance with City Policy 3.6- Military Leave or as required by state and/or federal law.

ARTICLE 20 - TOBACCO FREE WORK PLACE

The Association and the City agree that in order to create a healthy work environment, to protect the public and reduce overall risk, the members of the bargaining unit agree to comply with the City and Department policies concerning the use of tobacco.

ARTICLE 21 - SUBSTANCE ABUSE TESTING

The procedure outlined in this article for drug and alcohol testing shall become a part of the Labor Agreement between the City of Kent and the Kent Police Officers Association, and shall be covered by all applicable articles within that Agreement.

Section 21.1. Policy

The City and the Association recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drugs. Nothing in the passage of I-502 in 2012 changes the intent of this Article or department policy 13.1.1 (Code of Conduct). While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 21.5 and 21.6 of this article. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

Section 21.2. 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 with an alcohol and/or chemical dependency shall not have that dependency used as the basis for disciplinary action 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 the 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 21.3. 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 an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have adequate opportunity to observe these changes.

Section 21.4. Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to by the Association and the City. The results of employee tests shall be made available to the Medical Review Physician as defined in Section 21.7.

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Association and/or legal representation to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as set forth in Section 21.14 below.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 21.5. Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

(1) *If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.*

If initial test results are negative, 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 gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING

Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) *Delta-9-tetrahydrocannabinol-9-carboxylic acid*

(2) *Benzoyllecgonine*

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

Drug test results gathered under this article will not be used in a criminal investigation or prosecution.

Section 21.6. Alcohol Testing

A breathalyzer or similar equipment certified by the state toxicologist 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. That is, if both breaths register at .04 or above, that constitutes a positive test. If only one breath is at .04 or above and the other is below .04, the test is negative. If initial testing results are negative, 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. Sample handling procedures, as detailed in Section 21.4, shall apply. A positive blood alcohol

level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

Section 21.7. Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Association and the City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 21.8. Laboratory Results

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of any positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public.

Section 21.9. Testing Program Costs

The City shall pay for all costs involving 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 21.10. Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 21.5 and 21.6 of this article as determined by the Medical Review Physician in Section 21.7 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 randomly 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 will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

Section 21.11. 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 21.12. 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 21.13. Association 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 Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 21.14. Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 21 of the Collective Bargaining Agreement between the Kent Police Officers Association and the City of Kent, I consent to the collection of a urine/blood sample by _____ and its analysis by _____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the City of Kent only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at my expense in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample will result in disciplinary action by the City.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

Witness

ARTICLE 22 - SAVINGS CLAUSE

If any article of the agreement or any addenda hereto should be held invalid by operation of law 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 addenda 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 23 - ENTIRE AGREEMENT

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

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this agreement. Therefore, except as otherwise provided in the agreement, each voluntarily and without qualification agrees to waive the right to oblige the other party to bargain with respect to any subject or matter specifically covered by this agreement.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall become effective January 1, 2022, and shall remain in force until December 31, 2024.

Signed this 15th day of April, ~~2021~~²⁰²², at Kent, Washington.

CITY OF KENT

KENT POLICE OFFICERS ASSOCIATION

By Dana Ralph

Dana Ralph, Mayor

By Wayne Graff

Wayne Graff, Association President

By Teri Smith

Teri Smith
Human Resources Director

By Peter Stewart

Peter Stewart
Negotiations Team Member

By Natalie Winietka

Natalie Winietka
Human Resources Deputy Director

By Jason Bishop

Jason Bishop
Negotiations Team Member

By Brent Ashbaugh

Brent Ashbaugh
Labor Relations Manager

By David Kallir

David Kallir
Negotiations Team Member

By N/A

Jennifer Davidson
Negotiation Team Member

By N/A

Approved as to form:

Jennifer Davidson
City Attorney, Acting

Attest:

Kim Komoto
City Clerk

APPENDIX "A" - OFF-DUTY SUPPLEMENTAL OVERTIME PAY

Section 1. Purpose

This Appendix is specifically intended to address overtime worked by commissioned officers while off-duty (hereafter referred as "supplemental overtime"), which is funded and paid by external third parties. The City will document, process and record all such supplemental overtime. The City agrees to perform the scheduling, bookkeeping and reporting functions of such supplemental overtime for the City of Kent's commissioned officers. The employees will hereafter be paid for such supplemental shifts through City payroll and be subject to all applicable payroll related taxes and benefits deductions.

Section 2. Definition

- A. City overtime is defined as additional hours of work for City staffing purposes or additional staffing needed due to special events planned, organized and funded by the City of Kent.
- B. Supplemental overtime is defined as additional hours of work which are planned/organized, funded and paid by an independent third party (hereafter referred as "non-City related events"). These are generally events which are not funded or paid by the City. Examples of supplemental overtime include, but are not limited to, security for a private business, security for a private party/event, personal protection for a non-government official, or traffic control at construction sites.
- C. A commissioned officer of any rank shall be hereafter referred to as "officer" or "commissioned officer".
- D. An employee holding the rank of Police/Patrol Officer regardless of his or her current assignment (i.e. Detectives, Training Officers, etc.) shall be hereafter referred to as "Officer".
- E. The Police Chief, or his designee(s), shall be hereafter referred to as "Chief".

Section 3. Eligibility

Commissioned officers of any rank ("officers") who have passed their new hire probationary period are eligible to work supplemental overtime. Any exceptions to an officer's eligibility to work supplemental overtime during probation will be made by the Chief at the Chief's discretion on a non-precedent setting, case by case basis.

Section 4. Work Rules

The officer's conduct while working supplemental overtime shall be considered on-duty conduct. Commissioned officers working supplemental overtime shall be subject to all policies, procedures, practices and standards of the City and the Kent Police Department, and shall be subject to all laws, rules, and regulations of the State of Washington and/or the Federal Government applicable to police work and

law enforcement. Failure to abide by applicable laws, rules, regulations, policies, procedures, practices and standards may subject the officer to disciplinary action up to and including termination of employment. The officer will be afforded all applicable protections as provided by the CBA, Civil Service rules and City and Department policies and procedures for conduct that arises while working supplemental overtime.

Section 5. Required Paperwork

- A. All required paperwork resulting from the officer's supplemental overtime work should be completed during the supplemental overtime shift.
- B. If, due to extenuating circumstances, the officer cannot complete the required paperwork during the supplemental overtime shift, the officer will complete such paperwork during his/her next regularly scheduled work shift with the Kent Police Department. If completion of such paperwork during the next regularly scheduled work shift is not feasible or not practical, the officer will request authorization from his/her regular department supervisor or the duty supervisor for overtime to complete such paperwork. Such pre-authorized overtime will be paid at the employee's regular City overtime rate per the CBA. However, the employee shall only be paid for the actual time spent completing the paperwork and such overtime hours shall be treated as if they are annexed to the employee's work shift regardless of when they are worked. This means such City overtime to complete required paperwork shall not qualify for the minimum overtime call back provision of the Officers CBA.
- C. If the officer working the supplemental overtime who needs City time to complete required paperwork is an Assistant Chief or a Commander, the paperwork shall be completed, with pre-authorization, on City time without additional compensation to the officer (overtime exemption status).

Section 6. Work Restrictions

- A. No officer may work supplemental overtime while on sick leave.
- B. All commissioned officers must abide by the sixteen (16) hour work and eight (8) hour rest rule per Section 4.10 Rest Periods of the Officers CBA to include all hours worked for the City, for supplemental overtime, or any other work performed by the employee.
- C. The Chief retains the right to restrict officers from working supplemental overtime with cause (i.e. disciplinary action, performance issues/concerns, paid administrative leave, etc.).

Section 7. Overtime Sign-up, Assignment and Mandating

- A. Sign-up for supplemental overtime work shall be voluntary on a first come first serve basis. The Chief may not mandate officers to work supplemental

overtime and may not discipline an officer for refusing to work supplemental overtime. However, the Chief retains the right to mandate commissioned officers to work City overtime per Section 4.2 Overtime of the Officers CBA. In addition, the Chief retains the explicit right to convert supplemental overtime into City overtime, mandate officers to work the City overtime, and pay the City overtime rate for that work.

- B. The Police Department will provide a sign-up list for the supplemental overtime to mirror the current Department overtime sign-up practice.
- C. Employees working or scheduled to work supplemental overtime may be redirected, at the discretion of the Chief, to cover City overtime, Kent Police Department functions and emergencies. The City will make reasonable efforts to solicit volunteers for the City overtime first before redirecting officers from supplemental overtime to City overtime assignments. Commissioned officers working City overtime shall be paid at the officers' regular overtime rate, as applicable, per the CBA.
- D. The Chief will have the authority to move any employee who is signed up for supplemental overtime to the City's overtime list once the supervisor has made reasonable efforts to solicit volunteers for the City overtime. If the employee is moved to the City overtime list, the employee shall be paid at the employee's regular overtime rate, if overtime pay is applicable, per the appropriate CBA for hours worked on City overtime.
- E. In the midst of a supplemental overtime shift, if the officer is needed in court, the officer will attend court and be paid at the City overtime rate, as applicable, for all hours spent in court. The officer shall only be paid City overtime for the actual hours spent in court and will not qualify for the minimum court overtime per Section 4.4 Overtime Pay for Court Appearances of the Officers CBA. If applicable, once the officer returns to the supplemental overtime assignment, supplemental overtime pay rate for that assignment will resume. However, if the officer is available to return to the supplemental overtime assignment but the remainder of the supplemental overtime shift was cancelled by the third party employer due to the officer's absence for court appearance, the officer will be paid the minimum four (4) hours of court overtime (which shall include the actual hours spent in court) at the City overtime rate or the remainder of the supplemental overtime shift, whichever is shorter.

Section 8. Compensation

- A. Supplemental overtime worked shall only be paid and shall not be eligible for compensatory time accrual.
- B. The minimum number of hours for each supplemental overtime shift/assignment shall be four (4).
- C. Compensation for supplemental overtime shall be paid at the rate specified in

Subsection 8.C (1), regardless of the commissioned officer's rank. Such supplemental overtime is worked for and paid by an independent third party, and is therefore, exempt from Fair Labor Standards Act (FLSA) and Minimum Wage Act (MWA) overtime calculations. Supplemental overtime hours and pay shall not be included in the calculation of City overtime obligations.

1. Rate of Pay

- a. The rate of pay shall be sixty-five dollars (\$65) per hour.
- b. The rate of pay on an observed holiday as defined in Section 7.1 Holidays Observed of the Officers CBA and Article 7 Holidays of the Assistant Chiefs/Commanders CBA shall be ninety-seven dollars and fifty cents (\$97.50) per hour. Observed holidays shall not include the employee's floating holiday.
- c. The rate of pay for a shift longer than ten (10) hours shall be sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour after ten (10) hours. However, if the officer signs up for more than one (1) consecutive supplemental overtime shift, the officer will be paid at the sixty-five dollars (\$65) per hour for all scheduled hours the officer signed up for. If the officer is held over during a supplemental overtime shift and the supplemental shift is ten (10) hours or longer, the officer shall be paid at ninety-seven dollars and fifty cents (\$97.50) per hour for all hours worked in excess of the scheduled supplemental overtime shift beyond ten (10) consecutive hours.
 - Example 1: If the officer is scheduled for eight (8) hours of supplemental overtime, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for all ten (10) hours worked, because the entire shift did not exceed ten (10) consecutive hours.
 - Example 2: If the officer is scheduled for ten (10) hours of supplemental overtime, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last two (2) hours.
 - Example 3: If the officer signs up for twelve (12) hours of supplemental overtime, with the understanding that ten (10) hours will be at the straight time and two (2) hours will be at the overtime rate, the officer shall be paid sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and 50 cents (\$97.50) per hour for the last two (2) hours.
 - Example 4: If the officer is scheduled for twelve (12) hours of supplemental overtime, with the understanding that ten (10) hours will be at the straight time and two (2) hours will be at the time and a half rate, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last four (4) hours.
 - Example 5: If the officer signs up for a ten (10) hour

supplemental overtime shift and splits a second ten (10) hour shift with a co-worker for a total of fifteen (15) hours (more than one (1) consecutive shift), with the understanding that all fifteen (15) hours will be paid at straight time, the officer shall be paid –five dollars (\$65) per hour for all fifteen (15) hours worked. This is because the original scheduled shifts that the officer signed up for was added up to fifteen (15) hours.

- Example 6: If the officer signs up for a ten (10) hour supplemental overtime shift and splits a second ten (10) hour shift with a co-worker for a total of fifteen (15) hours (more than one (1) consecutive shift), with the understanding that all fifteen (15) hours will be paid at straight time, and then is held over for one (1) additional hour, the officer shall be paid sixty-five dollars (\$65) per hour for the first fifteen (15) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last hour.
- d. If a supervisor is required and authorized by the Chief for a supplemental overtime assignment/event, the commissioned officer working as the designated supervisor shall be compensated at ninety dollars (\$90) per hour. The supervisor shall be paid at the rate of \$135 per hour for all hours worked on an observed holiday, for hours scheduled at one and one-half (1 ½) time rate, and for hold-overs beyond ten (10) hours as defined in paragraphs b. and c. above.

Section 9. Cancellation of Supplemental Overtime

If a supplemental overtime shift is cancelled, the City agrees to notify the officer scheduled to work at least ten (10) hours prior to the start time of such supplemental overtime shift. Failure to provide a minimum of ten (10) hours advance notice of cancellation shall entitle the officer to receive four (4) hours of supplemental overtime pay at the rate of that supplemental overtime assignment. If the City has called the employee by phone and by text at least ten (10) hours prior to the start time of the supplemental overtime shift, this advance cancellation notification requirement will have been met regardless of whether the employee has checked or received his or her messages.

Section 10. Payroll, Payroll Deductions and Record Keeping

- A. Officers will enter in their supplemental overtime to include supplemental overtime hours worked and descriptions of who they worked for within timelines required by the City's policies, procedures and practices.
- B. The third party employer shall pay the City for all supplemental overtime hours worked at the mutually agreed upon contract rate. This contract rate shall include the employer's portion of applicable payroll taxes.

- C. The City shall pay the officers working the supplemental overtime at the rate specified in Section 8. Compensation of this agreement. Such supplemental overtime pay less applicable payroll taxes will be included in the employee's regular paycheck from the City. Applicable payroll taxes to be deducted from the employee's supplemental overtime earnings shall include the employee's portion of payroll taxes (i.e. Social Security, Medicare, LEOFF, etc.).
- D. The City shall report supplemental overtime earnings and deductions to the appropriate governmental agencies.

Section 11. Work Performed by Non-Bargaining Unit Members

- A. Supplemental overtime not filled by Kent Police Department officers can be contracted out, at the Chief's discretion, to outside police agencies. The rate of pay for outside agencies shall be determined by the Chief. The Chief will first allow Kent commissioned officers an opportunity to voluntarily sign up for the supplemental overtime. If the supplemental overtime remains unfilled, the Chief may contact outside police agencies from a list mutually agreed on between the Kent Police Department and the KPOA. If the supplemental overtime remains unfilled, the Chief may contact other outside police agencies which are not on the mutually agreed upon list. If the supplemental overtime remains unfilled, the City will reject the offer of supplemental overtime work from the third party employer. At all times the Chief retains the right to accept or reject any offer of supplemental overtime work from any third party employer and to determine the number of officers needed at a particular supplemental overtime assignment.
- B. Nothing within this Appendix shall restrict the City from using Police Department volunteers to perform duties they currently perform or have performed in the past. These duties may include, but are not limited to, parking direction/control, pedestrian traffic control, providing public information, etc. Questions of KPOA duties that have been performed by past volunteers shall be discussed and mutually agreed upon between the parties.
- C. Nothing within this Appendix shall restrict the parties from allowing the implementation of the Police Cadet program and allowing Cadets to perform limited police functions within the scope allowed by law, civil service rules, and as mutually agreed upon between the parties.
- D. Nothing within this Appendix shall restrict non-KPOA members from performing police work which is currently and have been traditionally performed by those employees.
- E. Nothing within this Appendix shall restrict the parties' ability to meet and mutually agree upon any additional police work which may be performed by non-bargaining unit members if/when such need arises.

- F. Nothing in this Appendix shall be interpreted to allow the City to supplant KPOA bargaining unit work or to displace KPOA bargaining unit employees.

APPENDIX "B" - POLICE SCIENCE INSTRUCTION

Section 1. Purpose

The purpose of this Appendix is to address supplemental overtime whereby the City has agreed to make officers available to teach a police science class at Kent Meridian High School.

Section 2. Eligibility

Commissioned officers shall be eligible to perform the supplemental overtime required to perform the services called for in the Agreement Between the City of Kent and the Kent School District for Police Science Instruction. Commissioned officers assigned shall share these teaching responsibilities with Public Education Coordinators, who are not represented by the KPOA, in order to provide the services called for in the Agreement between the City of Kent and the Kent School District for Police Science Instruction.

Section 3. Overtime Sign-up, Assignment and Mandating

In general, supplemental overtime work shall be performed on a voluntary basis. However, the Chief shall have full authority to assign officers to perform supplemental overtime in order to complete the work called for in the Agreement Between the City of Kent and the Kent School District for Police Science Instruction, and shall have authority to mandate such officers to perform the supplemental overtime so long as such supplemental overtime is annexed to the employee's regular or overtime shift. To the extent that Section 7(A) of Appendix "A" conflicts with this Appendix "B", this Appendix "B" shall control.

Section 7(B) of Appendix "A" shall not apply to supplemental overtime performed pursuant to the Agreement between the City of Kent and the Kent School District for Police Science Instruction.

Section 4. Compensation

Section 8(B) of Appendix "A" shall not apply to work performed pursuant to the Agreement between the City of Kent and the Kent School District for Police Science Instruction. Rather, the officers performing the supplemental overtime shall be reimbursed only for the time actually worked, provided further that the total amount of supplemental overtime hours the city will permit the officers to work shall not exceed the hours contracted for in the Agreement between the City of Kent and the Kent School District for Police Science Instruction. It is contemplated that, pursuant to the Agreement Between the City of Kent and the Kent School District for Police Science Instruction, two officers and one non-commissioned Public Education Specialist will provide the required services. Pursuant to the Agreement between the City of Kent and the Kent School District for Police Science Instruction, the School District will reimburse the City for a total of no more than ten (10) hours of work

each week. Therefore, the officers assigned to perform the supplemental overtime pursuant to the Agreement between the City of Kent and the Kent School District for Police Science Instruction shall coordinate with each other and with the non-commissioned person such that they do not collectively perform more than ten (10) hours of work. Any supplemental overtime performed in excess of the collective ten (10) hours is specifically unauthorized.

Pursuant to Section 8(C) of Appendix "A" the work called for in the Agreement Between the City of Kent and the Kent School District for Police Science Instruction shall be deemed "standard work" and shall be paid in accordance with Section 8(C)(1)(a) of Appendix "A".

Sections 8(C)(1)(c) and 8(C)(1)(d) Appendix "A" shall not apply to supplemental overtime performed pursuant to the Agreement Between the City of Kent and the Kent School District for Police Science Instruction.

Section 5. Cancellation of Supplemental Overtime

Section 9 of Appendix "A" shall not apply to supplemental overtime performed pursuant to the Agreement between the City of Kent and the Kent School District for Police Science Instruction.

APPENDIX "C" – SUPERVISING VOLUNTEERS IN POLICE SERVICE

Section 1. Purpose

The parties recognize that the KPOA has historically been the bargaining representative for personnel assigned to provide oversight of the Volunteers in Police Services (VIPS) program and the Citizen Academy.

The parties further recognize that the use of a non-represented temporary employee in support of the VIPS program and Citizen Academy is mutually beneficial to the parties as well as the citizens of Kent.

To this end, the parties have discussed and agree to the following:

- The Kent Police Department may use a non-represented temporary employee in accordance with City Policy 1.1, Section 1.1.3, Temporary Employees, to work in support of the VIPS program and the Citizens Academy.
- The temporary employee will be supervised by a member of the KPOA.
- The KPOA reserves the right to reclaim this body of work in the future by providing thirty (30) calendar days written notice to the Police Chief.
- The Kent Police Department agrees to cease using the temporary employee within thirty (30) calendar days or less after receipt of written notice from

APPENDIX "D" – Retroactive Compensation

Section 1. Purpose

The Employer agrees to pay all employees who are employed on the date of ratification of this Agreement, the premium, education, and instructor pay increases, as retroactive compensation effective 1/1/22 to include adjustment to compensatory time cashed out, overtime worked, and acting pay. The Employer will attempt to make such retroactive compensation as soon as possible, while maintaining accuracy. The Employer will work with KPOA to disburse such retroactive compensation and will keep KPOA informed on timelines.

The Employer agrees to deposit, for all employees who are employed on the date of ratification of this Agreement, all additional hours of annual, sick, and holiday leave to compensate for the different accrual rates effective 1/1/22 until the new rates are in effect. The Employer will attempt to make accrual rate adjustments as soon as possible, while maintaining accuracy. The Employer will work with KPOA to update the accrual rates and will keep KPOA informed on timelines.