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Human Resources  
City of Kent

MEMORANDUM OF UNDERSTANDING  
by and between  
CITY OF KENT  
and  
KENT POLICE OFFICERS ASSOCIATION  
Representing the  
POLICE SERGEANTS AND OFFICERS

Regarding  
Detective Assignments and Pay

This Memorandum of Understanding ("MOU") is entered into by and between the City of Kent ("City") and the Kent Police Officers Association representing the Police Sergeants and Officers' bargaining unit ("KPOA") to memorialize an agreement reached between the City and KPOA regarding classification of the sergeant and detectives assigned to the Special Investigations Unit.

**Background**

The City and KPOA are parties to a Collective Bargaining Agreement ("CBA"), with a term of January 1, 2022 through December 31, 2024.

The Kent Police Department restructured the Investigations Division of the Kent Police Department. During this restructuring, the Special Investigations Unit (SIU) was realigned with the other detective units. This restructuring eliminated the Persons Unit and the Property Unit.

SIU, the Persons Unit, and the Property Unit were restructured into 4 units: Major Crimes Unit, SIU, Homicide and Violent Crimes Unit, and Special Assault Unit. The essential duties and responsibilities of the SIU sergeant and SIU detectives are similar in nature to those of their peers in other investigative units in the Investigations Division.

One intent of the restructuring was to provide that all sergeants and detectives of the Investigations Division would be compensated in the same manner as detectives, regardless of which investigative unit to which they were assigned.

In order to align compensation as intended by the Investigation Division's restructuring, this MOU revises the parties' Collective Bargaining Agreement to revise sections: 4.7.2 Standby for Duty (for Detectives), 7.2 Holiday Compensation, and 17.3 Premium Pay.

## **Agreement**

The following sections of the CBA are amended as follows:

1. Subsection 4.7.2 Standby for Duty (for Detectives). Subsection 4.7.2. of the CBA is replaced with the following:

### Subsection 4.7.2 Standby for Duty (for Detectives)

- A. Detectives are defined as those employees assigned to work in the department's Investigations Division, which currently includes four units known as: the Special Investigations Unit (SIU), the Special Assault Unit (SAU), the Major Crimes Unit, and the Homicide/Violent Crime Unit.
- B. Each Detective is issued a cell phone by the Department, which shall be carried by 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 a Detective is called back, they shall be paid in accordance with Section 4.3.
- C. To facilitate the standby process for Detectives, the parties agree to establish a standby program as follows:
  1. Three (3) Detectives and one (1) Detective Sergeant will be placed on standby (call-out duty) for a one-week rotational basis. Those on call-out duty shall move to the bottom of the rotation after serving 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 an employee's assigned call-out duty week, the employee's use of their 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 assigned to 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 not assigned to call-out duty who are additionally called in by the City, but who are unable to report for the call back as requested, must still contact the supervisor initiating the call back. Being "unable to report" as that phrase is used in this subsection includes: being out of the area where the employee is not able to return in a timely manner; having a child care situation where the employee is 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 call-out 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.
- D. To compensate Detectives for the standby requirement to respond to call back (per 4.7.2.C.2. above), Detectives shall earn 8.25 hours of standby pay at their base pay for each completed week of standby duty. Detective 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, Detective Sergeants shall not be mandated off on holidays in accordance with Section 7.2.I.

2. Subsection 7.2(F) Holiday Compensation for Detectives. Subsection 7.2(F) of the CBA pertaining to holiday assignments for Detectives is amended as follows:

Section 7.2 Holiday Compensation

...

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

Up to two (2) employees of the Detective Unit may be allowed to work on the 4<sup>th</sup> 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.~~

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3. Section 17.3 Premium Pay. Subsections 17.3(A) and 17.3(B) of the CBA pertaining to premium pay is amended as follows to align employees assigned to SIU with other employees assigned to the Investigations Division of the Kent Police Department:

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
- ~~23.~~ Special Operations Unit- SOU
- ~~34.~~ Traffic
- ~~45.~~ K-9
- ~~56.~~ Race, Engagement and Inclusion
- ~~67.~~ Valley SWAT
- ~~78.~~ Hostage Negotiator
- ~~89.~~ Neighborhood Response Team (NRT)
- ~~910.~~ Recruitment and Background Investigators
- ~~1011.~~ Administrative Sergeant
- ~~1112.~~ School Resource Officers
- ~~1213.~~ Valley CDU members
- ~~1314.~~ Training Unit Staff
- ~~1415.~~ Video Technician

B. Premium pay of five percent (5%) of base pay per month in addition to regular pay shall be granted to Detectives. Detectives are considered all employees working in the Special Investigations Unit (SIU), the Special Assault Unit (SAU), the Major Crimes Unit, or the Homicide/Violent Crime Unit.

....

- 4. All other language of the CBA shall remain in full force and effect and shall not be altered by this MOU.
- 5. This MOU was prepared or reviewed by both KPOA and the City. In the event of an ambiguity in any term in this MOU, it shall be interpreted evenly, and not against the drafter of the MOU.
- 6. By signing below, the parties agree that the above represents their full and entire agreement with respect to the subject matter of this MOU. This MOU shall not be interpreted to create a past practice, nor does it waive the other party's rights to bargain over wages, hours, and working conditions as provided by statute and other applicable law.

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Once signed, this MOU shall be deemed effective as of January 1, 2022. All acts consistent with the authority of this MOU and prior to the date it was signed are hereby ratified and affirmed and the terms of this MOU shall be deemed to have applied.

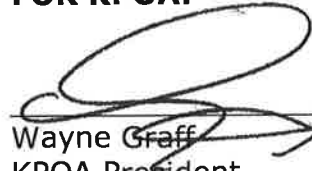
**FOR THE CITY:**

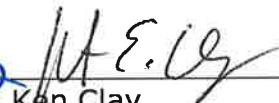
 10/13/22  
Date  
Dana Ralph  
Mayor

 10/26/22  
Date  
Teri Smith  
Human Resources Director


 10-13-22  
Date  
Rafael Padilla  
Chief of Police

**FOR KPOA:**

 11/13/22  
Date  
Wayne Graff  
KPOA President

 10/17/22  
Date  
Ken Clay  
KPOA Vice President

APPROVED AS TO FORM

 10-28-22  
Date  
Tammy White  
City Attorney

ATTEST

 11/8/22  
Date  
Kim Komoto  
City Clerk