

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE KENNEWICK POLICE MANAGEMENT ASSOCIATION**

**AND**

**THE CITY OF KENNEWICK, WASHINGTON**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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## **PREAMBLE**

The provisions contained herein constitute an agreement between the City of Kennewick and the Kennewick Management Association governing wages, hours and working conditions. Unless expressly provided herein, the provisions of this Agreement shall be effective January 1, 2014.

## ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Association" means the Kennewick Police Management Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Command Personnel" means the Chief of Police and Police Commanders.
- E. "Supervisory Personnel" means Sergeants and Corporals.
- F. "Bargaining Unit" as used herein shall include all full-time Sergeants and Corporals of the Kennewick Police Department.
- G. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- H. "Department" means the Kennewick Police Department.
- I. "Vacation/Annual Leave" means scheduled work days on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.

## **ARTICLE 2 – RECOGNITION**

**Section 2.1. Recognition.** The employer recognizes the Association as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article I, subparagraph "F") for the purpose of establishing wages, hours and working conditions.

### **ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES**

**Section 3.1. Employer Rights.** Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

The Association recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers; and
2. That the Employer reserves those rights concerning management and operation of the Department which includes, but are not limited to the following:
  - a. To recruit, assign, transfer or promote members to positions within the Department.
  - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
  - c. To determine methods, means and personnel necessary for Departmental operations.
  - d. To control the Department Budget.
  - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.

## **ARTICLE 4 – PERFORMANCE OF DUTY**

**Section 4.1. Productivity.** The Employer and the Association shall work together to meet the production requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote employee training and development.

**Section 4.2. Strike Prohibition.** Employees shall perform their assigned duties to the best of their physical and mental ability. The Association and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work or any interference with the efficient operation of the Department.

**Section 4.3. Lock Out Prohibition.** Because of the emergency nature of Police Services, and the necessity for protection of the lives and property of the community, the City pledges not to cause a lockout of members of the Bargaining Unit.

**Section 4.4. Recourse.** An employee who engages in any of the actions described in Section 4.2 above shall be subject to disciplinary actions as may be determined by the City, including the loss of one (1) day of annual leave for each day the employee engages in such activity. In addition, employees who engage or encourage such action shall be subject to discipline or discharge.

## **ARTICLE 5 – HOURS OF WORK**

**Section 5.1. Work Shifts.** The normal work day shall consist of eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four (24) hour period, including mealtime, as set forth below. Work hours may be adjusted in the event of declared emergencies.

- (a) Employees assigned to the Patrol Division will work eighty four (84) hours bi-weekly, with a schedule consisting of three (3) days on, two (2) days off and two (2) days on followed by three (3) days off, two (2) days on and two (2) days off. This rotation will repeat every two (2) weeks.
- (b) Employees assigned to the Metro and Violent Crimes Divisions will work a 40-hour work week consisting of four (4) 10-hour shifts, with three (3) days off.
- (c) All other employees will work a compressed 2-week schedule consisting of four (4) 9-hour work shifts, one (1) 8-hour work shift and two (2) days off followed by four (4) 9-hour work shifts and three (3) days off. This rotation will repeat every two (2) weeks.

**Section 5.2. Work Periods.** Unless otherwise agreed by the parties, the work period shall consist of a fourteen (14) consecutive day period

**Section 5.3. Breaks and Meal Periods.** Time for work breaks and lunch will total one and one quarter (1/4) hours per ten (10) hour shift and will be taken in increments not larger than forty-five (45) minutes.

**Section 5.4. Shift Trades.** Subject to the prior approval of the Chief or his authorized designee, employees may make temporary shift trades provided, however, that the department shall incur no overtime liability resulting therefrom.

**Section 5.5. Line Up.** Patrol Sergeants shall begin their work thirty (30) minutes prior to the beginning of their scheduled shift in order to prepare for the daily briefing. The thirty (30) minutes of preparation time will be paid as compensatory time at the rate of one and one half (1 ½) times the straight rate of pay.

When the Patrol Sergeant is absent and the Patrol Corporal is in control of the shift, he/she shall follow the same procedure noted above.

**Section 5.6. Shift Assignments.** Shift assignments will be made for four (4) month periods, with mandatory rotation after the completion of each four (4) month assignment. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

**Section 5.7. Work Schedules.** The City shall prepare and post an annual work schedule no later than December 15 of each year.

**Section 5.8. Shift Rotation.** Patrol shifts will rotate on a four (4) month basis.

## ARTICLE 6 – OVERTIME

**Section 6.1. Daily and Weekly Overtime.** All work which has been specifically authorized by a supervisor is performed in excess of the employee's regular work day or which has been performed outside the employees regularly scheduled shift shall constitute overtime.

**Section 6.2. Overtime Compensation.** Overtime hours shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay or the employee may, at his/her option, elect to earn compensatory time in lieu of overtime pay as provided in Section 6.3 of this Article. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payment. No overtime shall be paid or compensatory time earned for work less than eight (8) minutes either before or after an employee's shift.

### **Section 6.3. Compensatory Time.**

1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred sixty (160) hours of compensatory time may be earned or carried over to the next year.
2. With reasonable notice, an employee's request for the use of compensatory time off may not be denied unless granting the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intent to use compensatory time off. If the City would not be required to fill in for the absent employee with another employee on an overtime basis, "reasonable notice" can be less than seven (7) days notice.
3. When an employee reaches one hundred sixty (160) hours of accumulated compensatory time, the employee will then have forty (40) hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than forty (40) hours of accumulated compensatory time will be transferred into the Medical Savings Trust during any one calendar year. Employees who convert accrued compensatory time into their Medical Savings Trust pursuant to this provision may not cash out compensatory time pursuant to Section 6.3(4) during the same calendar year.
4. Employees may convert up to forty (40) hours of accrued compensatory time to cash on April 1<sup>st</sup> or August 1<sup>st</sup> of each calendar year, provided that the employee provides the City with no less than thirty (30) days notice of the intent to cash out compensatory time. Employees may use this cash provision twice per year, but may not exceed forty (40) hours during any calendar year. Employees who cash out accrued compensatory time pursuant to this provision may not convert compensatory time into their Medical Savings Trust pursuant to Section 6.3(3) during the same calendar year.
5. When an employee is separated from employment with the City for any reason, the employee's accrued compensatory time may be cashed out in full.

## **ARTICLE 7 – DUTY AND COURT CALL-BACK**

**Section 7.1. Shift Extensions.** For purposes of this Article, appearance for a call back to duty or to court must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance for the call back occur less than one hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the regular or overtime rate, as appropriate, and shall not be subject to the call back minimums provided herein.

**Section 7.2. Duty Call Back.** If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will receive overtime pay for actual hours worked and will be guaranteed a minimum of three (3) hours pay at the overtime rate.

**Section 7.3. Court Call Back.** If called to Court outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will be paid at the overtime rate for actual hours worked and will be guaranteed a minimum of three (3) hours paid at the overtime rate. For purposes of this Article, an employee is entitled to Court callback pay only if requested to appear in Court to fulfill responsibilities that arise from their employment with the City.

**Section 7.4. Court Cancellation.** Employees shall be entitled to receive the court callback minimums specified in Section 7.3 above even if the court appearance is canceled provided:

1. The employee calls the individual designated by the Employer to verify the court appearance on the last scheduled normal work day preceding the court appearance; and
2. The City fails to notify the employee at least one (1) hour before the scheduled court appearance. Cancellation notice shall be actual notice to the employee either orally or in writing, or a good faith effort to contact the employee.

**Section 7.5. On-Call Status for Detective Sergeants/Corporals.** A Detective Sergeant/Detective Corporal who is in an on-call status as approved by the Department shall receive one (1) hour of comp time for each day they are in an on-call status. If the on-call Detective Sergeant/Detective Corporal is called to duty, he/she shall not receive the one (1) hour of comp time. Nothing in this Section shall guarantee that the on-call Detective Sergeant/Detective Corporal will be the one called in.

## **ARTICLE 8 – MONTHLY SALARIES**

**Section 8.1. Step Advance.** Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer. In-service raises will be granted on the employee's anniversary date, provided the employee satisfactorily performs the duties and responsibilities of his or her position.

**Section 8.2. Salaries.** Effective January 1, 2014, the wages of top step Corporals shall be set at 7.5% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal. Effective January 1, 2015, the wages of top step Corporals shall be set at 8% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal.

**Section 8.3. Annual Supplemental Pay.** Corporals and Sergeants shall receive one thousand five hundred dollars (\$1,500.00) of annual supplemental pay during each year of the contract, to be paid to employees during the first payroll remittance process of each calendar year.

**Section 8.4. Deferred Compensation.** The City shall contribute four and one half percent (4 ½%) of the employee's regular salary to the employee's deferred compensation plan offered by the City. The City will add a loan provision to its 457 deferred compensation plan.

The City will add the ability for employees to make Roth IRA contributions. The City shall not incur any administrative costs or fees, and shall not make any contributions to employees' Roth IRA plans. In its role as the plan sponsor for both plans, the City shall determine all elective features and conditions associated with the loan provision.

**Section 8.5. Overpayments.** When an overpayment is made to an employee, recovery of the overpayment by the City shall be made at the same rate as the overpayment. However, if an employee terminates prior to full repayment, the total unpaid amount will be withheld from the employee's final paycheck.

**Section 8.6. Bi-Weekly Payroll.** The City may, after giving sixty (60) days notice, institute a bi-weekly payroll.

**Section 8.7. Bilingual Skills.** A sergeant or corporal with a Bachelor's degree in Spanish, or meeting a joint Association/City-approved certification test for Spanish, will receive an additional two percent (2%) per month over base pay.

## ARTICLE 9 – CLOTHING AND EQUIPMENT

**Section 9.1. Clothing Purchase/Maintenance Allowance.** Employees will not receive a clothing purchase/maintenance allowance or a practice ammunition allowance. Employees will continue to be responsible for the purchase and maintenance of all clothing, including trousers, shirts, shoes, jackets, neckties, hats and other articles of clothing/equipment as agreed to by the Chief. Employees will continue to maintain a presentable appearance while on duty.

If the parties recognize a need for a clothing purchase/maintenance allowance or a practice ammunition allowance at some point in the future, such allowance will be funded by reducing employee compensation by an amount equal to the agreed-upon allowance. Accordingly, the parties agree that the City will not incur any increase in net cost as a result of any allowance.

**Section 9.3. Replacement.** If equipment and/or clothing provided by the City or the duty weapon provided by the employee is lost, stolen, destroyed or damaged in the line of duty without neglect on the part of the employee, it will be replaced by the Employer without recrimination, cost or charge to the employee.

**Section 9.4. Safety.** Clothing and equipment provided by the employer shall be purchased and maintained with due regard to employee health and safety. When necessary, the City agrees to update and renew all body armor to maintain the safety of the officers.

**Section 9.5. Personal Items.** Wristwatches, prescription eye glasses and contacts damaged in the line of duty, without fault or negligence by the employee, shall be repaired or replaced by the City subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable insurance policies or provisions that pay a greater amount. If the City repairs or replaces the item under this Section, monies received from other insurance policies or provisions shall be turned over to the City to the extent of the City's cost. Falsification of such requests shall constitute just cause for termination.

**Limitations:**

Prescription glasses and contacts	\$150.00
Wristwatches	\$ 50.00

## ARTICLE 10 – HOLIDAYS

**Section 10.1. Holidays Recognized.** The following, and such other days as the City Council by ordinance may fix, are official holidays:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Birthday	3 <sup>rd</sup> Monday in January
3.	President's Day	3 <sup>rd</sup> Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 <sup>st</sup> Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 <sup>th</sup> Thursday in November
9.	Day after Thanksgiving Day	
10.	Christmas Day	December 25
11.	Floating Holiday	As Scheduled Below
12.	Floating Holiday	As Scheduled Below

The floating holidays shall accrue on February 1 of each year. If any holidays fall during the time an officer is at the Basic Academy, as a student or instructor, and the officer receives the day off from the Academy, the officer shall not receive compensation as set forth in Section 11.4 for the holiday. Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parent-in-law, grandparents, and adult child(ren) with disabilities, as allowed in RCW 49.12.265-49.12.295.

**Section 10.2. Annual Leave/Holiday Overlap.** Holidays that fall during an employee's pre-approved annual leave shall be counted as holidays for the purpose of tabulating use of annual leave. The holiday shall not be counted as annual leave taken.

**Section 10.3. Holiday Pay.** Employees shall be compensated for holidays in accordance with the following provisions:

Holidays are not recognized for employees working eight (8), nine (9), ten (10) or twelve (12) hour shifts. In lieu of these holidays, employee's working eight (8), nine (9), ten (10), or twelve (12) hour shifts will receive holiday compensation at the straight time rate of pay for all holidays that fall during the time they are employed. Employees will receive payment on a separate check on the first pay period in December. Payment will be based on the type of shift they worked when each holiday was recognized. For example, a patrol officer that works patrol the first half of the year and then becomes a detective for the second half of the year would get six (6) holidays at twelve (12) hours each and the remaining six (6) holidays would be at the eight (8) hour shift rate. This will only apply to holidays that are earned while employed with the City.

An employee wishing to take a holiday off will need to use annual leave, compensatory time or Kelly time in place of the day off.

## ARTICLE 11 – ANNUAL LEAVE

**Section 11.1. Accrual/Eligibility.** In lieu of separate vacation and sick leave accruals, each full time employee shall accrue annual leave as set forth below, based on his or her continuous length of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Accrual Effective 1/1/2011</u>
1 through 5 years	15 hours per month
6 through 9 years	17 hours per month
10 through 14 years	19 hours per month
15 through 19 years	21 hours per month
20 through 24 years	23 hours per month
25 years and over	25 hours per month

An employee shall not be eligible for annual leave until he has worked for the Employer a minimum of six (6) calendar months from his most recent date of employment.

**Section 11.2. Accrual Maximum/Mandatory Use.** Annual leave may be accumulated up to a maximum of 640 hours.

### **Section 11.3. Accrual Cash-Out.**

1. Upon termination for any reason, an employee shall receive a sum of money equal to the number of accrued and unused annual leave hours, up to a maximum of five hundred and sixty (560) hours, multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee quits, annual leave accrual cash out is available only if the employee has given two-weeks advanced notice of quitting. No prior notice is required if the employee is terminated for just cause or is asked to resign.
2. Upon the death of an employee, the accrued annual leave pay of the deceased employee shall be paid, at the rate described above in this Section, to the same individual to who is paid the accrued wages.
3. Officers who reach 640 hours of accumulated leave will then have 80 hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than 80 hours of accumulated annual leave time will be transferred to the Medical Savings Trust during any particular calendar year.

**Section 11.4. Annual Leave Scheduling/Preference.** Employees shall be permitted to request to use their annual leave days in either single or split blocks of time. Employees shall have the right to determine annual leave scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief manpower as determined by the Chief. Annual leave requests received before January 31

of each calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping annual leave schedules, preference will be given to the most senior employee, provided the senior employee's request was received by January 31. Each employee will be permitted to exercise his right of seniority preference only once annually and for only one annual leave time-block. Any requests for annual leave following January 31 shall be granted on a first-come, first-served basis.

If an employee has submitted a request to use forty (40) consecutive hours or more of annual leave time and qualifies for an open annual leave slot pursuant to the terms of this article, the City shall approve or deny the annual leave request within seven (7) calendar days of the submission of the request.

**Section 11.5. Leave Expansions.** Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access annual leave for the purposes mentioned herein is as outlined in Section 11.4.

**Section 11.6. Seniority.** For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

## **ARTICLE 12 – SICK LEAVE**

**Section 12.1. LEOFF I Employees.** Effective January 1, 1974, LEOFF I employees shall cease to accrue sick leave in favor of coverage available under the disability portion of the LEOFF System. Any bona fide short-term illness by LEOFF I employees resulting in absence from work shall be grounds for application to the Disability Board for short-term disability coverage.

**Section 12.2. LEOFF II Employees.** Effective May 1, 2000, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 11. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 12.3.

**Section 12.3. Sick Leave Use.** In order to be granted paid annual leave, or utilize prior accrued sick leave, an employee must meet the following conditions:

1. Report to Police Chief or the Officer in charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the Chief or the Officer in charge informed of his condition if the absence is to be more than one (1) shift in duration.
3. The City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination or nursing visit to verify the illness. The expense of such medical examination or nursing visit shall be paid by the City.
4. Sick leave will not be used in connection with a disability retirement.
5. Any employee found to have abused or misused sick or annual leave may thereupon be subject to discipline or discharge.
6. As of May 1, 2000, employees will be allowed to utilize the “frozen” accrued sick leave prior to using “annual leave” for time off when they are sick. It will be the employee’s responsibility to correctly annotate the use of the accrued sick leave on their time cards.

**Section 12.4. Sick Leave Expanded.** Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access sick leave for the purposes mentioned herein is as outlined in 12.3 of this Article.

**Section 12.5. Catastrophic Leave.** Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated annual leave during any given fiscal year to another officer (or officers) who has no accumulated sick or annual leave hours, but who is otherwise eligible to take paid sick or annual leave. These transferred annual leave hours shall be converted, on a one-for-one (1:1) ratio, to certified annual leave hours, and once they are transferred and converted, such annual leave shall not be refundable to the officer making the transfer. Any officer may receive such transferred annual leave hours from any number of officers provided, however, that the officer may not receive more converted annual leave hours than he or she actually needs to cover a current period of annual leave absence, and such converted annual leave hours may only be used for "certified" sick leave absence.

An employee may not receive more than three hundred and fifty (350) hours of converted leave for any one illness or injury. For worker's compensation purposes, leave can only be utilized if the combined balance of the employee's annual and sick leave accounts is less than forty (40) hours.

Catastrophic leave is only available for injuries or illnesses of the employee.

## **ARTICLE 13 – INSURANCE COVERAGE**

**Section 13.1. Medical Coverage.** Employees covered by this Agreement shall be insured by a medical insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. Employees agree to pay a portion of the monthly cost of medical premiums described below. However, if the portion of the monthly cost of medical premiums paid by non-contract employees falls below the portions set forth herein, employees within the bargaining unit will pay the same amount charged to non-contract employees.

Effective January 1, 2014, employees will contribute toward medical insurance premium costs as follows:

	<b>Single</b>	<b>Married</b>	<b>Married w/Dependent(s)</b>
01/01/14	\$120.00	\$130.00	\$140.00
01/01/15	\$130.00	\$140.00	\$150.00
01/01/16	\$140.00	\$150.00	\$160.00

For purposes of this Section, Single includes employee only or employee plus one dependent. Married includes employee and spouse or employee plus two or more dependents. Married w/Dependents includes employee, spouse plus one or more dependents.

These payments may be made on a pre-tax basis if the employee completes and submits the appropriate election forms.

**Section 13.2. Dental Coverage.** Employees covered by this Agreement, as well as their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new dental plan provider when either non-contract employees do or when the City as a whole moves to a new dental plan.

**Section 13.3. Vision Coverage.** Employees covered by this Agreement, as well as their dependents, will be enrolled in the vision plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new vision plan provider when either non-contract employees do or when the City as a whole moves to a new vision plan.

**Section 13.4. Medical Savings Trust.** Employees authorize the City to make monthly deductions from the base salaries of all employees to be deposited into the trust fund designated to fund eligible medical expenses. The City shall make such deductions from the paychecks of all employees on a pre-tax basis. The percentage of base salary to be deducted from the paychecks of all employees will be determined at the sole discretion of the employees, and the employees shall have the right to increase, decrease or terminate such contributions at any time after providing the City with no less than thirty (30) days notice.

**Section 13.5. False Arrest Coverage.** The Employer shall maintain false arrest insurance without cost to the employee.

**Section 13.6. Life Insurance Coverage.** The Employer shall provide life insurance in the amount of fourteen thousand dollars (\$14,000) for each employee.

**Section 13.7. Long Term Disability.** Beginning January 1, 1992, LEOFF II employees shall be enrolled in a long term disability plan. The employee shall pay the premium of the LTD to the carrier. Payment to employees shall be made based on the individual's base monthly salary multiplied by 0.77% and is paid on the 20<sup>th</sup> of each month in employees' checks.

**Section 13.8. Coverage Selection.** The Employer shall have the right to choose the best insurance packages for bargaining unit members so long as the level of coverage is not reduced.

**Section 13.9. Retiree Medical.** The parties will continue to work together to identify means and methods for enhancing retiree medical benefits, and particularly retiree medical benefits for retirees who do not yet qualify for Medicare, and to provide members with ways to increase contributions into tax-deferred plans to fund medical expenses upon retirement. The parties agree that this provision will not be interpreted in any manner that obligates the City to incur an increase in net cost as a result of enhancing retiree medical benefits.

**Section 13.10. IRS Section 125 Plan.** The City shall establish an IRS Section 125 Plan in which employees may participate.

## **ARTICLE 14 – LEAVES OF ABSENCE**

**Section 14.1. Leave of Absence.** The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

**Section 14.2. Death in Immediate Family.** Leave with pay shall be granted by the Chief for a maximum of forty (40) hours for each death in the immediate family for employees scheduled on either an eight (8) or ten (10) hour work shift; the leave shall be thirty six (36) hours for employees scheduled on a twelve (12) hour work shift. All time off for any death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick leave. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandparents, or any individual residing in the employee's household at the time of death.

**Section 14.3. Doctor and Dentist Appointments.** Bona fide doctor and dentist appointments requiring not more than two (2) hours of absence from work, up to a maximum of ten (10) hours per calendar year, shall not be counted against accumulated sick leave or temporary disability leave. If the doctor or dentist appointment keeps the employee away from work for more than two (2) hours, all the time away from work for that appointment will be charged to sick leave.

Prior to authorization of paid time off for bona fide doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. When possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

**Section 14.4. Leave Without Pay.** No leave without pay shall be granted to an employee until the employee has first taken advantage of all his earned annual leave, sick leave and compensatory time and such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit. Provided, however, that an employee shall be allowed to retain up to eighty (80) hours of annual leave prior to going on leave without pay status.

**Section 14.5. Lay-off for Lack of Work.** Any full time employee, when laid off for lack of work or of funds, shall be given at least two weeks advance notice.

**Section 14.6. Maternity Leave.** Maternity leave not to exceed three (3) months shall be granted without pay at the request of an employee for the purpose of childbirth and recuperation of the mother. Paid maternity leave is available to the extent the employee has available, and elects to use, accrued sick leave, annual leave or compensatory time. Employees may, however, exercise the option of taking all maternity leave without pay.

**Section 14.7. Unauthorized Absence.** Unauthorized absence from duty, barring extenuating circumstances, constitutes just cause for dismissal upon recommendation of the Chief and at the discretion of the City Manager.

**Section 14.8. Retention.** The City's intent is to keep trained, quality and experienced people when injured and incapacitated from work. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

**Section 15.1. Dispute Resolution.** A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Such disputes shall be resolved as follows:

**Step 1** - An employee must present a grievance within ten (10) calendar days of its alleged occurrence to the employee's supervisor who, with the assistance of a Commander, shall attempt to resolve it within five (5) calendar days after it is presented to him or her.

**Step 2** - If the employee is not satisfied with the solution by the employees' supervisor, the grievance may be presented to the Chief of Police in writing within seven (7) calendar days of receiving the employees' supervisor's response. The Chief shall attempt to resolve the grievance within five (5) working days after it has been presented to him or her.

**Step 3** - If the employee is not satisfied with the resolution by the Chief of Police, the Association or the employee may refer the grievance, in writing with all pertinent materials, to the City Manager within ten (10) calendar days of receiving the Chief's response. The City Manager shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him or her.

**Step 4** - If the employee is not satisfied with the resolution by the City Manager, the Association or the employee may refer the grievance to arbitration within fifteen (15) calendar days. The Association may elect to proceed either to arbitration or through Civil Service Commission proceedings, but not both.

**Section 15.2. Arbitrator Selection.** The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the Public Employment Relations Commission (PERC) to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. The parties shall alternately strike names until one name remains. The person remaining shall be the Arbitrator. The party striking first shall be determined by a coin toss. The Arbitrator shall be notified of his/her selection by joint letter from the Association and City requesting that a time and place be set for the arbitration subject to the availability of the Association and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

**Section 15.3. Arbitrator Authority.** The arbitrator shall render his or her award based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

**Section 15.4. Arbitration Costs.** The costs and fees of the Arbitration shall be borne equally by the Association and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

**Section 15.5. Time Limits.** Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. And extension of time must be made in writing with the consent of both parties. All sections of the Grievance Procedure that address filing and response days shall mean "calendar" days.

**ARTICLE 16 – MANAGEMENT GRIEVANCE/ARBITRATION**

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Association. Such grievance may be appealed to arbitration at the option of the City.

## **ARTICLE 17 – ASSOCIATION BUSINESS**

Consistent with past practice, the City recognizes the Association's right to conduct Association business on duty time and the Association's right to reasonable access to the City facilities to conduct Association business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Chief.

## **ARTICLE 18 – PERSONNEL FILE**

**Section 18.1. Personnel Record.** The City Personnel Department shall maintain a central personnel file for each employee in the bargaining unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under Section 19.5, below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

**Section 18.2. Inspection of Records.** After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record, except confidential reports. An employee's official representative, with the permission of the employee, may inspect the records in that file pertaining to the employee except for confidential reports.

**Section 18.3. Critical Entries.** No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are required to sign all disciplinary actions presented to them by the Chief or his designee. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

**Section 18.4. Rebuttal Material.** If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Chief at his or her discretion.

**Section 18.5. Disclaimer.** This Article is not meant to limit the maintenance of supervisor notes and other pertinent Department records. Nothing in this Section shall prohibit the City from using other pertinent information, such as, but not limited to, supervisory notes and confidential reports in determining appropriate disciplinary action. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee.

## ARTICLE 19 – DISCIPLINE AND DISCHARGE

**Section 19.1. Rules and Regulations.** Chapter 52, Internal Affairs, of the Kennewick Police Department Rules and Regulations is incorporated into this agreement.

**Section 19.2. Discipline.** Disciplinary actions or measures shall include only the following: oral reprimand; counseling statements; commentary driving; decision leave days; transfer; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of annual leave or compensatory time; demotion; discharge; any combination thereof; or other methods as may be agreed upon by the parties.

1. Disciplinary actions such as oral admonitions, warnings or counseling statements are usually the first steps taken in constructive and progressive discipline. As a general rule, such are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of annual leave or compensatory time, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly in a fair, firm and equitable manner, and only for specific and just cause.
4. The Employer agrees that the disapproval of leave requests will not be used as disciplinary measures.
5. If the City has reason to reprimand an employee, it shall, where possible, be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.
6. The City agrees to furnish the employee with a complete statement, in writing, at the time of the counseling statement, reprimand, suspension, demotion or discharge outlining the specific reasons for such action as known to the Employer at that time. If at the time of the counseling statement, reprimand, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement of the reasons for the disciplinary action, said complete statement must be presented to the employee within four (4) days, not including weekends or holidays. Where possible, additional reasons will not be added at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

## **ARTICLE 20 – PROBATION, ASSIGNMENTS**

**Section 20.1. Probation.** Regular employees promoted to sergeant or corporal shall serve a probationary period not to exceed twelve (12) months. During the trial service period, the Chief may demote the employee to the classification previously held when, in the reasonable opinion of the Chief, the employee is found unfit for service in the higher classification. Regular employees shall not be subject to at-will discipline or discharge during their period of trial service. However, nothing in this section shall be interpreted to prevent discipline or discharge for just cause.

**Section 20.2. Non-Patrol Assignments.** Regular employees will be allowed to submit a letter of intent for all non-patrol lateral assignments open in the department. Letters will be submitted to the Division Commander and selection for these positions shall be at the sole discretion of the Chief or his designee.

## **ARTICLE 21 – LAYOFF AND RECALL**

**Section 21.1. Layoff.** In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority (as defined in Section 22.1) in their classification. Any employee who is to be laid off who has advanced to their present classification or specialty from a lower classification or different specialty in which they held a permanent appointment shall, if they possess greater seniority, have the opportunity to bump into a position in a lower classification or previously held specialty. His or her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

**Section 21.2. Recall.** Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months.

**Section 21.3. Recall Notice.** The City shall notify, by certified mail, the employees on laid off status of any department job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice regardless of who signed for the certified job notice. Failure to do so will result in forfeiture of all recall rights.

**Section 21.4. Special Skills Exception.** The City may retain junior employees without regard to seniority, after consultation with the Association, if the junior employees possess "special skills" unavailable from more senior employees in the Association. For the purposes of this Section, special skills shall be limited to polygraph examinations, rifle team members, hostage negotiators, and instructors and any other special skills designated after consultation with the Association at the time of the layoff.

## **ARTICLE 22 – SENIORITY**

**Section 22.1. Seniority Defined.** Seniority shall be defined as the length of service by an employee within the Department following his or her most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) authorized leaves with pay and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken based upon Civil Service Exam scores.

**Section 22.2. Seniority List.** The City will provide the Association with copies of a seniority list on July 1 of each year.

**Section 22.3. Loss of Seniority.** An employee shall lose all seniority in the event of voluntary resignation or discharge for cause.

### **ARTICLE 23 – OUTSIDE EMPLOYMENT**

The members of the Association agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his or her work, and in no way be a discredit to the City employment, and in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Chief as provided in Departmental Regulations.

## **ARTICLE 24 – EMPLOYEE RIGHTS/NON-DISCRIMINATION**

**Section 24.1. Employee Rights.** The parties agree that employees have the right to form, join or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

**Section 24.2. Non-Discrimination.** The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

## **ARTICLE 25 – DUES CHECKOFF**

**Section 25.1. In-Lieu-Of-Dues Deductions.** The parties recognize that the Association represents every eligible member of the bargaining unit, thereby making each eligible member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee who, thirty (30) days after his date of hire or certification of the Association, is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Such amount shall be deducted monthly by the City from the compensation of each member's and non-member's compensation and remitted monthly in the aggregate to the Association.

**Section 25.2. Religious Objections.** Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by PERC and the payment shall be made to said organization.

**Section 25.3. Indemnification.** The Association will indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

## **ARTICLE 26 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

## **ARTICLE 27 – ZIPPER CLAUSE**

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

## **ARTICLE 28 – DURATION OF AGREEMENT**

This Agreement shall become effective as of January 1, 2014, and shall remain in effect through December 31, 2016. To amend this contract, either party shall notify the other prior to July 1, 2016, of its desire to terminate or amend the same. The proposed changes which shall constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

## **ARTICLE 29 – LEGISLATED MANDATES**

Should the Washington State Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exist at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

## ARTICLE 30 – EMPLOYEE RIGHTS

### **A. General Procedures.**

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to any interview where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with a union representative. If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington State law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
3. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the collective bargaining agreement, departmental rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the employee may be the focus of an internal investigation, the employee shall be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Kennewick Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

6. The employee under investigation or the employer shall not be subject to offensive language or threatened with punitive action. The employer shall not require the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent or lawful order.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information that is developed during the course of the interview.
8. If the department tape-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If an interviewed employee is subsequently charged and any part of the recording is transcribed by the employer, the employee shall be given a complimentary copy thereof.
9. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.
10. Upon completion, the employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five (5) calendar days of the employee returning to work.

**B. When the investigation results in departmental charges being filed.**

1. After the investigation is complete, the employee will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any psychological or alcohol/substance abuse evaluation reports resulting from required examinations as part of the investigation unless the employer determines that the release of this information would be detrimental to the employee's mental condition. This would then be available only by lawful order. The employee will also be furnished with the names of all

witnesses and complainants who will appear against him or her. This obligation shall continue after charges have been filed against the employee.

**C. Criminal Investigations.**

1. This article shall not apply to criminal investigations conducted by the department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

**D. Polygraph Tests.**

1. The employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Upon request of the employee, he or she may be afforded the opportunity to take a polygraph jointly approved by the department and the officer.

**E. Use of Force Situations.**

1. Employees involved in the use of force shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than three (3) hours.

**F. Personnel Records.**

1. Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect, or if the disciplinary document states it shall be a permanent part of the employee's file.

## **ARTICLE 31 – EDUCATION MATRIX**

**Section 31.1 Education Matrix.** Sergeants and Corporals covered under the terms and conditions of this bargaining agreement are eligible to qualify for education incentives, upon promotion, based on the following matrix:

90 qtr. Credits	5.0%
BA/BS Degree	7.0%

DATED AT KENNEWICK, WASHINGTON, this 17<sup>th</sup> day of December, 2013.

  
\_\_\_\_\_  
PRESIDENT, KPMA

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
SECRETARY, KPMA

  
\_\_\_\_\_  
CITY MANAGER