

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE KENNEWICK POLICE OFFICERS BENEFIT  
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 Police Officers Benefit Association governing wages, hours and working conditions for those members of the Kennewick Police Department. 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 Officers Benefit Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisory or Command Personnel" means the Chief of Police or any employee holding the rank of sergeant, lieutenant, or commander.
- E. "Bargaining Unit" as used herein shall include all full time sworn police officers of the Kennewick Police Department.
- F. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- G. "Department" means the Kennewick Police Department.
- H. "Annual Leave" means scheduled workdays on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- I. "Sick Leave" means any unused sick leave accumulated by the employee up until May 1, 1999. This sick leave will be frozen after May 1, 1999. Employees may utilize the frozen sick leave, for sick leave purposes, until the frozen account is exhausted.

## **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 "E") 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.
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; 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 paid time off 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 workday shall consist of either eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four hour period, including mealtime, except for declared emergencies.

For employees assigned to patrol, the sequence for a twelve (12) hour shift will be three (3) days on, two (2) days off, followed by two (2) days on. Then the sequence will be three (3) days off, two (2) days on, followed by two (2) days off. Then repeat except as modified for shift rotation, if implemented. The starting and stopping times for each twelve (12) hours shift shall be established by mutual agreement between the Association and the City. The intent of the agreement is that those officers working a twelve hour shift will have every other Friday, Saturday and Sunday off.

The day shift will be from 0600-1800. The mid shift will be established between 1400 and 1600 for a starting point and the ending point will be 12 hours later. The mid-shift will be flexible until such time as the best hours are established to meet the needs of the department and citizens. It is the intent of the City to utilize normal rotation time frames if adjustments to the mid shift hours need to be made. Night shift shall be from 1800-0600.

Traffic Officers shall be assigned to either dayshift or mid shift based on their assignment within the unit.

K-9 officers shall work an adjusted mid shift.

The CAT Officers will work eight 9-hour days and one 8-hour day over a 2-week period. Regular workdays will be Tuesday through Saturday; Sunday and Monday will be regular days off. This schedule will consist of one workweek with 4 nine-hour shifts, one eight hour shift, 2 days off (and) one work week with 4 nine-hour shifts, and 3 days off. The 3 days off may or may not be consecutive, within the parameters of meeting the KPD's service needs (no more than half of the team will be scheduled off at any one time) and the work scheduling needs of the individual employees. The Team's Sergeant, with employee input, will schedule each officer's day off.

When an employee on an alternate compressed work schedule (9/80) is required to travel, participate in a training course or serve at a location where the hours of work are different than the employee's schedule, the division manager or designee will make individual adjustments in the work hours on a case-by-case basis to ensure that there are 80 hours of work included in each two week work schedule period for employees.

Where necessary, the supervisor may change an employee's schedule to standard 8 hour days and / or a 40 hour week during critical work assignments requiring this adjustment to correct work problems resulting from the alternate compressed schedule. Except in the event of an emergency or unforeseen circumstance, employees will be notified one week in advance when a change to the work schedule is required to satisfy operational priorities.

This new CAT work schedule will remain in effect until further notice and either the City or the KPOBA have the choice of going back to the existing shifts with at least 30 days notice.

**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-half (1 ½) hours per ten (10) or twelve (12) hour shift and will be taken in two increments of 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 there from.

**Section 5.5. Shift.** Assignments Shift assignments may be made by the Department to accommodate seniority, PTOs, SWAT and the needs of each shift. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

**Section 5.6. Work Schedules.** The City shall prepare and post an annual work schedule no later than December 15 of each year. Depending on actual implementation of the six-shift plan this date may be modified to meet actual needs on a one-time basis.

**Section 5.7. Shift Rotation.** Patrol shifts will rotate on a four (4) month basis.

**Section 5.8. Kelly Time.** Unless adjustments are made, a twelve (12) hour shift will annually result in hours worked per employee in excess of 2080 hours per year. To reduce scheduled work hours to the level of 2080 hours per year, it is agreed that time off for each officer each month (Kelly Day(s)), not to exceed twenty-four (24) hours, shall be scheduled administratively. Preference for this time off shall be granted on a rotational basis within squads depending upon manpower requirements.

**Section 5.9. Training Days.** Each calendar year for the duration of the Contract, KPD shall schedule six (6) training days consisting of eight (8) hours each. Members must attend three (3) training days unless excused in advance by the Division Commander/Supervisor. The specific training days shall be identified no less than thirty (30) days in advance in order to provide members with adequate time to make provisional arrangements; this notice requirement may be waived by mutual agreement of the Department and the members. The start time of these training days shall be scheduled by mutual agreement of the parties.

Members working 12-hour schedules will attend training on their scheduled days off and shall accrue eight (8) hours of compensatory time for each training day, which shall be paid at the rate of one and one half (1 ½) the normal rate of pay. Members working 8-, 9- or 10-hour schedules will attend training during their normal work hours at their normal rate of pay. Trainers will be compensated in the same manner as those members being trained.

In order to accommodate the current four patrol shift structure, trainers may be required to train up to twelve (12) days each calendar year. Any adjustments to normal work schedules due to the training schedule will be made no less than thirty (30) days in advance or by mutual agreement of the Department and the affected members.

**Section 5.10. Detective Work Schedule.** Detectives will work eight 9-hour days and one 8-hour day over a 2-week period.

## **ARTICLE 6 – OVERTIME**

**Section 6.1. Daily and Weekly Overtime.** All work which has been specifically authorized by a supervisor and is performed in excess of the employee's regular work day or which has been performed outside the employee's 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. The City agrees that shifts will not be changed or adjusted to avoid overtime payment. With 14 days notice, shifts may be changed to avoid overtime for purposes of providing training. Training will be defined as Department approved programs, to include "Caliber Press", to ensure that employees are qualified, certified and proficient in law enforcement techniques. 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 twenty (120) 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 except if to grant the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intended use of 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. Upon separation from employment, it is agreed that accrued compensatory time will be converted to cash and paid to the employee. Additionally, detectives may request to cash-out up to eighty (80) hours of compensatory time per calendar year and all other members may request to cash-out up to forty (40) hours of compensatory time per calendar year. Employees may make such a request on April 1 and/or August 1 of each calendar year, although the total annual cash-out may not exceed eighty (80) hours for detectives or forty (40) hours for all other members.

## 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 (1) 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.** Officers will be required to call a designated number on the last court working day before a scheduled court day. 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 call-back 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 call-back 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 Detectives.** A detective who is in an on-call status, as approved by the Department, shall receive one hour of comp time for each day they are in an on-call status. If the on-call detective is called to duty he/she shall not receive the one hour of compensatory time; however, they shall be compensated for their call-in pursuant to the provisions of Section 7.1 or 7.2, whichever is applicable. Nothing in this Section shall guarantee that the on-call detective will be the one called in.

## **ARTICLE 8 – OICs AND PTOs**

**Section 8.1. OIC.** Employees assigned as officers-in-charge (OICs) for 42 or more hours in a pay period shall be compensated at the sergeant's pay range for all time worked as an OIC. The employee shall be compensated at 5.0% above the employee's regular rate of pay. MPO's and SPO's shall serve as OIC with no additional compensation.

Assignment to a higher classification shall be made at the sole discretion of the Chief or command personnel and shall not be subject to the grievance procedure.

**Section 8.2. PTO.** The officer assigned as a Police Training Officer shall receive one (1) hour of compensatory time (at the straight time rate), per day, when assigned to a student officer and required to complete daily reports. It is agreed the City has the right to choose and assign PTOs, and such assignments will be made based upon the needs of the department. It is further agreed that PTO assignments create no property rights.

## ARTICLE 9 – MONTHLY SALARIES

**Section 9.1. Step Advance.** Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer and in-service raises will be granted on the employee's anniversary date, provided the employee satisfactorily performs the duties and responsibilities of his position.

**Section 9.2. Salaries.** Wages for new hires ("hire step") shall be increased by 1.5% in each year of the contract, beginning on January 1, 2014. Wages for all other members shall be increased by 2% in each year of the contract, beginning on January 1, 2014. Wages shall be as follows:

### January 1, 2014

	<u>Hire</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>
Police Officer	\$5809	\$6040	\$6401	\$6754
Police Officer First Class	Add 2.5% to Salary		\$6923	
Senior Police Officer	Add 6.0% of Salary		\$7160	
Master Police Officer	Add 10.0% to Salary		\$7430	

### January 1, 2015

	<u>Hire</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>
Police Officer	\$5896	\$6161	\$6529	\$6890
Police Officer First Class	Add 2.5% to Salary		\$7062	
Senior Police Officer	Add 6.0% to Salary		\$7303	
Master Police Officer	Add 10.0% to Salary		\$7578	

### January 1, 2016

	<u>Hire</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>
Police Officer	\$5984	\$6284	\$6659	\$7027
Police Officer First Class	Add 2.5% to Salary		\$7203	
Senior Police Officer	Add 6.0% to Salary		\$7449	
Master Police Officer	Add 10.0% to Salary		\$7730	

**Specialty Pay:** An additional two percent (2%) per month over base pay (maximum amount would be 2% above top step officer and only 1 specialty will be compensated per individual) for the following specialties:

- Traffic
- METRO
- K-9
- SWAT
- Youth Services: DARE, SRO, Tri-Tech
- CAT
- Detective
- Training Officer
- Crime Resistant Community Living (CRCL) Officer

**Bilingual Skills:** An officer 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. This additional pay for bilingual skills may be added to any other Specialty Pay the officer may receive.

**Section 9.3. 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 9.4. Bi-Weekly Payroll.** The City may, after giving sixty (60) days notice, institute a bi-weekly payroll on or after January 1, 1997.

**Section 9.5.** In the event that a weekend and/or a holiday near the end of a pay period cause Payroll to have a very short period of time to produce payroll, the deadline for submitting timesheets may be moved a few days back. If the employee works unscheduled overtime between the time he or she is required to submit a timesheet and the end of the pay period, the overtime will be added to the paycheck for the following pay period. Scheduled overtime between the two dates can be added to the timesheet prior to submission.

**Section 9.6. Deferred Compensation.** Effective 1/1/2014, the City shall pay 4.5% of the employee's wage to their ICMA-RC 457 deferred compensation plan; effective 1/1/2015, the City shall pay 5% of the employee's wage into their ICMA-RC 457. Employees are eligible to participate in the ICMA-RC 457 loan provision under the terms and conditions established for the plan by ICMA.

## ARTICLE 10 – CLOTHING AND EQUIPMENT

**Section 10.1. Clothing/Ammunition Allowance.** All existing officers, including plain clothes officers, will receive an allowance for uniform purchase and maintenance and practice ammunition in the amount of \$1500.00 per officer per year. New hires will be issued uniforms and will receive the appropriately prorated portion of \$750.00 per officer in their first year. Employees will receive the allowance payment on a separate check, on the second claims run of January of each year. Such payments will be subject to IRS regulations.

Traffic officers assigned to motorcycles will participate in the quartermaster system. A separate amount, equal to fifty percent (50%) of the clothing/ammunition allowance set forth in Section 10.1 above, will be paid on a separate check, on the second claims roster in January, for uniform allowance.

The City will provide patches, chevrons, etc. The placement of these items on an officer's uniform will be the responsibility of the officer, subject to the maintenance allowance.

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the KPOBA designee by December 1 of each year. The KPOBA shall sort the receipts by member, and submit an accounting of the purchase and maintenance, for each member, to the Kennewick Police Department designee by December 10 of each year. Members who do not provide receipts for the uniform purchase and maintenance totaling the applicable amount of their clothing allowance for each year shall have the difference deducted from their December 20 payroll check.

**Section 10.2. Cleaning Allowance.** All employees shall maintain a presentable appearance while on duty.

**Section 10.3. Equipment/Patrol Rifle.** The parties recognize that patrol rifles are an extension of the patrol uniform. Therefore, effective January 1, 2014, members may choose to utilize the clothing and equipment allowance, as outlined in Article 10.1, to purchase a patrol rifle and patrol rifle components once every seven years. Rifles purchased for the purposes of duty or training use shall meet the specifications outlined in Departmental Guidelines.

Each patrol rifle shall be considered the property of the member and the member shall be solely responsible for maintaining the rifle as he or she would maintain other personally assigned work materials.

Members may have in their possession more than one rifle, including one duty rifle and one training rifle. However, members may only use the clothing and equipment allowance toward the purchase of a rifle once every seven years regardless of the number of rifles purchased. Members may use the full amount of the uniform and clothing allowance, as outlined in Article 10.1, in each calendar year for the duration of this Contract. Members shall be personally responsible for any costs in excess of the defined allowance; members shall not be reimbursed for any costs in excess of the allowance and shall not carry over such costs into the subsequent calendar year, except that traffic officers shall be permitted to carry over costs in excess of the

allowance for a maximum of one (1) calendar year.

**Section 10.4. Replacement.** Equipment and/or clothing provided by the City and the duty weapon provided by the employee that is lost, stolen, destroyed or damaged in the line of duty, without neglect on the part of the employee, will be replaced by the Employer without recrimination, cost or charge to the employee.

**Section 10.5. 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 10.6. 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 11 – HOLIDAYS

**Section 11.1. 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 Day     | 3rd Monday in January    |
| 3.  | President's Day            | 3rd Monday in February   |
| 4.  | Memorial Day               | Last Monday in May       |
| 5.  | Independence Day           | July 4                   |
| 6.  | Labor Day                  | 1st Monday in September  |
| 7.  | Veteran's Day              | November 11              |
| 8.  | Thanksgiving Day           | 4th Thursday in November |
| 9.  | Day after Thanksgiving Day |                          |
| 10. | Christmas Day              | December 25              |
| 11. | Floating Holiday           | February 1               |
| 12. | Floating Holiday           | August 1                 |

One floating holiday shall accrue on February 1 of each year and the second floating holiday shall accrue on August 1 of each year. Newly hired police officers hired after January 1, but prior to July 1, shall receive holiday pay, in accordance with their regularly scheduled shift assignment at the time when each floating holiday occurs for both floating holidays during the calendar year that they are hired. Police officers who are hired after June 30 shall receive holiday pay, in accordance with their regularly scheduled shift assignment as of August 1 for one floating holiday during the calendar year that they are hired. If a floating holiday for which a newly hired police officer is to receive compensation as set forth above occurs prior to the date of hire of that police officer, the police officer will not be paid for that floating holiday(s). If any recognized holidays fall during the time an officer is at the Basic Academy, as a student or instructor, and the officer received the day off from the Academy, the officer shall not receive compensation as set forth in Section 11.4 for the holiday.

**Section 11.2. Vacation - Holiday Overlap.** Holidays that fall during an employee's actual vacation period shall be counted as holidays for the purpose of tabulating use of vacation days. The holiday shall not be counted as vacation leave taken.

**Section 11.3. Holiday Pay.** Bargaining unit members shall not receive any time off for the holidays that are set forth in Section 11.1 above. Instead, bargaining unit members shall receive either 8, 9, 10 or 12 hours of straight time pay for each of the above-referenced holidays, depending upon their regularly scheduled shift assignment at the time when each of the holidays that are set forth in Section 11.1 above occurs. Thus, an employee who is regularly assigned to an 8 hour shift at the time when a particular holiday occurs will receive 8 hours of straight time pay for that holiday; an employee who is regularly assigned to a 10 hour shift at the time when a holiday occurs will receive 10 hours of holiday pay for that holiday; and an employee who is regularly assigned to a 12 hour shift at the time when a holiday occurs will receive 12 hours of holiday pay for that holiday. In determining when a floating holiday "occurs", February 1 will be used for the first floating holiday and August 1 will be used for the second floating holiday. Thus,

bargaining unit members who are regularly assigned to a 12 hour shift throughout the calendar year will receive 144 hours of additional straight time holiday pay for that year; those who are assigned to 9 hour shifts throughout the calendar year will receive 108 hours of holiday pay for that year; those who are assigned to 10 hour shifts throughout the calendar year will receive 120 hours of holiday pay for that year; and those who are assigned to 8 hour shifts throughout the calendar year will receive 96 hours of holiday pay for that year.

Employees will receive the holiday pay that is described above regardless of whether they actually work on any holidays during the calendar year, and employees also will not receive any additional holiday pay beyond the holiday pay that is described above if they do work on one or more holidays during the calendar year.

Employees will receive their holiday pay for a particular calendar year on a separate pay check that is provided to them on December 5 of each year.

## ARTICLE 12 – ANNUAL LEAVE

**Section 12.1. Accrual/Eligibility.** 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>Annual Leave Accrual</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 or her most recent date of employment.

**Section 12.2. Accrual Maximum/Mandatory Use.** Annual leave may be accumulated up to a maximum of 640 hours.

### **Section 12.3. 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 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 who is paid the accrued wages.

**Section 12.4. 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-serve basis.

If an employee has submitted a request to use 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. This shall not apply to seniority preference annual leave picks during the month of January.

**Section 12.5. Seniority.** For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

**Section 12.6. Family Leave.** Employees have the option to utilize earned accrued leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 - 49.12.295.

**Article 12.7. Pre-Separation Leave.** An employee with at least twenty (20) years of service with the Kennewick Police Department who has established a separation date may elect to use accrued annual leave, up to six hundred (600) hours, immediately prior to his or her established separation date. This agreement can extend to other bankable hours of leave to include comp time and/or Kelly time given the assignment of the member; however, the total number of hours utilized in a one block increment shall not exceed 600 hours.

An employee with less than twenty (20) years of service with the Kennewick Police Department who has established a separation date may request to utilize the same defined benefit above; however, requests shall be reviewed on a case by case basis and shall be approved at the discretion of the Chief of Police and shall not be subject to the grievance procedure

In accordance with Article 12.8 regarding the Medical Savings Trust, a member of the KPOBA meeting the criteria in one of the above paragraphs who reaches 640 hours and who has not converted 80 hours of annual leave into the Medical Savings Trust given that calendar year, shall still have the ability to convert the hours to the Medical Savings Trust and still utilize the Pre-Separation Leave not to exceed 600 hours.

**Article 12.8. Medical Savings Trust Rollover.** An employee with at least ten (10) years of service with the Kennewick Police Department who has accumulated six hundred and forty (640) hours in their annual leave bank shall have eighty (80) hours of annual leave converted into their Medical Saving Trust. A maximum of eighty (80) hours per calendar year shall be contributed into the Trust on the employee's behalf during the next regular payroll remittance process.

## ARTICLE 13 – SICK LEAVE

**Section 13.1. 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 13.2. LEOFF II Employees.** Effective May 1, 1999, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 12. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 13.3.

**Section 13.3. 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 or her 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, 1999, 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 employees’ responsibility to correctly annotate the use of the accrued sick leave on their time cards.

**Section 13.4. Illness in Immediate Family.** Employees have the option to utilize earned accrued sick leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 - 49.12.295. LEOFF I employees have the option to utilize earned accrued vacation leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265-49.12.295.

**Section 13.5. Annual Leave for New Employees.** Newly hired employees shall be allowed to borrow up to ninety-six (96) hours of annual leave from the City during their first year of employment, and to use such annual leave for the purposes enumerated in this Article. Such annual leave shall be repaid by the employee at the rate of four (4) hours per month during the employee's second and third years of employment through a pro-rata reduction in the employee's monthly annual leave accrual. Should an employee terminate prior to paying back advanced annual leave, the amount of borrowed annual leave not repaid to the City will be withheld from the employee's final paycheck.

**Section 13.6. 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 leave 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 officers may not receive more converted annual leave hours than he or she actually needs to cover a current period of annual leave absences and such converted annual leave hours may only be used for "certified" sick leave absences.

An employee may not receive more than 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 vacation and sick leave accounts is less than forty (40) hours.

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

## ARTICLE 14 – INSURANCE COVERAGE

**Section 14.1. 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 shall have a choice of the Asuris Healthfirst Zero Deductible plan or the GroupHealth \$10 co-pay plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. Effective 1/1/2014, employees will contribute toward medical insurance premium costs as follows:

	<u>Single</u>	<u>Married</u>	<u>Married w/Dependent(s)</u>
1/1/14	\$120.00	\$130.00	\$140.00
1/1/15	\$130.00	\$140.00	\$150.00
1/1/16	\$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.

**Section 14.2. Retiree Medical Plan.** Allow employees to enroll in the retiree medical plan through the Association of Washington Cities if eligible. Eligible employees shall meet the eligibility requirements established by the AWC Benefits Trust.

**Section 14.3. Dental Coverage.** Employees covered by this agreement, and their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City.

**Section 14.4. Vision Coverage.** A prepaid vision insurance plan for the employee and dependents will be paid for by the City.

**Section 14.5. False Arrest Coverage.** The Employer shall maintain without cost to the employee false arrest insurance.

**Section 14.6. Life Insurance Coverage.** The Employer shall provide life insurance in the amount of \$14,000 for each employee. Additionally, in the event of a death of an active employee, the City shall appoint a liaison to assist the family in obtaining death benefits they are entitled to.

**Section 14.7. Long Term Disability.** The City will pay, on behalf of each individual member of the KPOBA's bargaining unit an amount each month towards the premiums for a Long Term Disability Plan of the KPOBA's choice that will equal .77% of the regular monthly base pay of each individual KPOBA bargaining unit member. Thus, the amount paid by the city towards LTD premiums each month for each individual KPOBA bargaining unit member will be based upon that individual's regular monthly base pay, and thus the amount paid by the City each month in this regard will vary depending upon the amount of each individual bargaining unit member's regular monthly base pay.

**Section 14.8. 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. During the term of this agreement the parties will create and convene a joint city-wide committee to consider and evaluate options and alternatives regarding funding and plan specifications for active and retired employees' medical insurance.

**Section 14.9. Section 125 Plan.** The City shall establish an IRS Section 125 Plan in which employees may participate.

## ARTICLE 15 – LEAVES OF ABSENCE

**Section 15.1. 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 a 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 15.2. 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 such a death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick or annual 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 15.3. 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, annual 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 or annual 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. Where possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

**Section 15.4. Leave Without Pay.** No leave without pay shall be granted an employee until the employee has first taken advantage of all his earned annual leave credits, 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 time prior to going on leave without pay status. This section does not apply to employees who are currently serving with the United States Army Reserve, United States Air Force Reserve, United States Navy Reserve, United States Marine Corps Reserve and the United States Coast Guard Reserve.

**Section 15.5. Lay-off for Lack of Work.** Any full time employee, when laid off for lack of work or lack of funds, shall be given at least two weeks' notice in advance.

**Section 15.6. Maternity Leave.** Maternity leave not to exceed four to six (4-6) weeks 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, compensatory time or vacation leave. Employees may, however, exercise the option of taking all maternity leave without pay.

For leave purposes, temporary disabilities related to pregnancy and childbirth are handled as any other temporary medical disability.

Pregnant employees cannot categorically be denied the opportunity to work the entire period of pregnancy, but may continue to work as long as the individual and her physicians concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence shall be submitted at regular intervals during the employee's pregnancy, when requested by the City.

Upon return from medical leave, if related to pregnancy, childbirth or related circumstances, employee shall return to her same job or a similar job with at least the same pay.

The period of unpaid maternity leave will be considered service time for seniority purposes and length of time upon which annual leave accrual is based.

**Section 15.7. 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 15.8. 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.

**Section 15.9. LEOFF II Disability Benefits.** In accordance with RCW 41.04.500, LEOFF II officers shall receive a supplement in addition to Labor and Industries (L & I) disability benefits for injuries or illnesses incurred on duty that qualify as temporary disability leave. This disability leave supplement is an amount which, when added to the amount paid by L & I, results in the employee receiving the same pay they would have received for full time active service. The City pays an employee a supplement equal to half of any remaining time that is not covered by L & I. The half not covered by the City is charged to the employee's accrued leave account.

L & I benefits begin on the fourth day after an illness or injury. For the first three calendar days following the date of illness or injury the City shall pay the employee his/her regular pay and charge the employee's accrued sick or annual leave, or compensatory time off account. On the fourth and fifth calendar days, the City shall estimate the amount of L & I benefits (based upon L & I guidelines as set forth in the WAC) and charge the employee's sick or annual leave account the difference between the estimated L & I benefits and the employee's regular pay. The employee will continue to be responsible for the coding and signing of their timecard. If the injury or illness exceeds fourteen calendar days, L & I benefits may be paid retroactive, as determined by L & I, to the day following the date of injury. The City shall add back to the employee's sick or annual leave bank, the equivalent number of estimated hours to be reimbursed from L & I for the first three calendar days.

The LEOFF II supplement begins on the sixth calendar day after the injury or illness and continues as long as the employee is receiving L & I benefits, up to a maximum of six months. Starting with the sixth calendar day, the employee shall be charged sick or annual leave only for the amount of their portion of the supplement, until their sick or annual leave or other accrued leaves are exhausted, or the six month supplemental period runs out.

During the supplement period, so long as the employee has accrued leave (including any donated leave under the Catastrophic Leave provisions of this contract), the City agrees to pay the employee at their full regular monthly pay. The City is not required to pay the employee portion of the supplement once all accrued leave and catastrophic leave has been exhausted. If the employee remains on disability at the conclusion of the six-month period, the employee will continue to receive full pay until their accrued leave and catastrophic leave is exhausted. Once the employee's accrued leave and catastrophic leave is depleted, additional annual leave will not be earned until the employee returns to duty. If an employee's accrued sick or annual leave is exhausted during the period of disability, the employee may, for a period of two months following return to active service, draw prospectively upon sick or annual leave the employee is expected to accumulate up to a maximum of three days or three work shifts, whichever is greater.

The employee agrees to endorse his/her L & I check over to the City of Kennewick upon receipt and deliver it to the payroll office within five calendar days. Payments shall stop immediately upon the employee's failure to turn the L & I check over to the City. An employee's failure to endorse an L & I check upon receipt over to the City of Kennewick may be deemed as defrauding the City as referenced in Section 10.4 (n) of the City of Kennewick Personnel Rules and Regulations manual. This act may result in disciplinary action, up to and including discharge.

The calculations used to determine the L & I payments may vary or the employee's L & I claim may be denied. As a result, there may be discrepancies that occur in the amount of leave used. For that reason, at the end of the disability period, Support Services will do a reevaluation of the total L & I payments received and the amount of sick or annual leave used by the employee to ensure there was no under- or over-payment of sick or annual leave. If underpayments were made to an employee, the necessary adjustment will be made during the next pay period. If an overpayment is made to an employee, the City shall recover the monies overpaid to the employee at no greater rate of speed than the employee earned the monies in accordance with this agreement.

## ARTICLE 16 – GRIEVANCE PROCEDURE

**Section 16.1. 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, or the Association, 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/her.

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

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

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

**Section 16.2. 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 filing the grievance shall strike first. 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 16.3. Arbitrator Authority.** The arbitrator shall render his/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 16.4. Arbitration Costs.** The fees and expenses 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 16.5. Time Limits.** Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. Extension of any time line 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 17 – 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 18 – 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.

The Association's official representative for purposes of negotiating will meet with the City at mutually agreed upon times. The City will not allow more than three (3) of the Association's official representatives to attend negotiating sessions without loss of pay. The Association will designate who those negotiators are. Any and all negotiators, identified by the Association, despite whether they are being paid by the City, will be excused from duty for negotiation sessions and negotiation preparations. However, emergencies and the needs of the department will take priority.

It is not the intent of this Article to create situations where overtime would be required.

## ARTICLE 19 – PERSONNEL FILE

**Section 19.1. 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 19.2. 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 19.3. 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 the Chief's 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 19.4. 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/her discretion.

**Section 19.5. 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 20 – DISCIPLINE AND DISCHARGE

**Section 20.1. Rules and Regulations.** Chapter 6, Internal Affairs of Kennewick Police Department Rules and Regulations, as it existed on the date of the execution of this contract, is hereby incorporated into this agreement.

**Section 20.2. 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 vacation 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 actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of vacation 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 21 – PROBATION, TRIAL SERVICE, ASSIGNMENTS**

**Section 21.1. Probation, Trial Service, Assignments.** Every new employee hired into the Department shall serve a probationary period of twelve (12) months after successful completion of the basic or equivalency academy. The Association recognizes the right of the City to discipline or discharge probationary employees for any reason with or without cause, and such discipline or discharge shall not constitute a violation of this Agreement. Upon completion of twelve months post-academy probation, employees shall be deemed "regular" employees.

**Section 21.2. Non-Patrol Assignment Standards.** The City shall establish, publish and make available to Association members written procedures and criteria to be employed by the Chief in evaluating employees for all non-patrol assignments. To ensure an objective process for special assignments, the parties agree that the selection process shall include at least the following:

1. An oral interview of all applicants with the Chief or the Chief's designee; and
2. The submission of a resume by all applicants; and
3. Applicants must have the recommendation of their immediate supervisor unless such requirement is waived by the Chief.
4. The Chief or designee may open it up to any member off of probation if there is not an acceptable pool of candidates.

The Chief shall possess the authority to designate certain individuals to apply for Special Duty assignments. The ultimate authority for the selection and assignment to Special Duty shall be vested with the Chief.

There shall be no mandatory rotation or grandfathering of individuals in non-patrol assignments. The Chief or the Chief's designee shall have the ability to reassign personnel as necessary, to provide for the effective and efficient operation of the department. There is no intent in this subsection to circumvent the testing criteria for non-patrol assignments.

Removal from specialty positions shall be at the discretion of the Chief. However, the reasons shall be articulated in writing to the union and to the affected employee.

## ARTICLE 22 – LAYOFF AND RECALL

**Section 22.1. Layoff.** In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority (as defined in Article 23, Section 23.1) in their classification or their assigned specialty. Specialties include detective assignment, traffic officer assignment, training officer assignment, polygraph officer, K-9 officer and other similar positions. 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/her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

**Section 22.2. 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 22.3. 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 22.4. 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, SWAT team members, hostage negotiators and instructors and any other special skills designated after consultation with the Association at the time of the layoff.

## ARTICLE 23 - SENIORITY

**Section 23.1. Seniority Defined.** Seniority shall be defined as the length of service by an employee within the Department following his 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 23.2. Seniority List.** The City will provide the Association with copies of a seniority list by July 1 of each year.

**Section 23.3. Loss of Seniority.** An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

**Section 23.4. Career Development Program.** The general years of service and educational requirements for the career development program are as follows:

**Master Police Officer**

10 years (8 with KPD) plus BA/BS (or 180 college credits)

14 years (9 with KPD) plus AA/AS (or 90 college credits)

**Senior Police Officer**

6 years (5 with KPD) plus BA/BS (or 180 college credits)

9 years (5 with KPD) plus AA/AS (or 90 college credits)

**First Class**

54 months (42 months with KPD) plus 90 college credits

**Levels of Career Development:**

- A. Police Officer Third Class
- B. Police Officer Second Class
- C. Police Officer First Class
- D. Senior Police Officer
- E. Master Police Officer

The city shall pay the cost for removal of the career development stripes for 3 long sleeve and 3 short sleeve shirts.

Officers no longer meeting the requirements of this Section, who held the status of a Master Police Officer, Senior Police Officer or Police Officer First Class prior to the changes implemented on January 1, 2011 shall continue to hold that prior status and the corresponding pay.

## **ARTICLE 24 – 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/her work, or in no way be a discredit to the city employment, or 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.

The memorandum of understanding, Extra Duty Policy, is incorporated as part of this agreement.

## **ARTICLE 25 – EMPLOYEE RIGHTS/NON-DISCRIMINATION**

**Section 25.1. 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 25.2. 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 26 – DUES CHECKOFF**

**Section 26.1. 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 26.2. 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 26.3. 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 27 – 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 28 – 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 29 - 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 that will constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

The parties agree to work together to incorporate existing Memorandums of Understanding into this collective bargaining agreement.

### **ARTICLE 30 - LEGISLATED MANDATES**

Should the Washington State Legislature and/or the United States 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 31 – 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/she is entitled under the collective bargaining agreement, and 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 that 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 which 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 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 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/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; and (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 32 – CANINE**

**Section 32.1. On-Duty Days.** K-9 Officers shall be allowed to leave work one hour, with pay, for the purpose of care and maintenance of the canine. If the K-9 Officer is specifically requested to work during their care and maintenance leave time, by the Sergeant or OIC, the City shall compensate the employee at the overtime rate for that hour.

**Section 32.2. Off-Duty Days.** It is agreed that on the average, a K-9 Officer spends approximately thirty (30) minutes per day in compensable off-duty time for the duty-related care and maintenance of a dog, on days not covered under Section 32.1 above.

**Section 32.3. Additional Time.** Any time spent beyond that specifically authorized in Sections 32.1 and 32.2 is understood to stem from the K-9 handlers personal devotion to the dogs, and is therefore not predominantly for the benefit of the City of Kennewick and therefore does not constitute "work" within the FLSA meaning.

**Section 32.4. FLSA.** A K-9 Officer's compensable off-duty time spent in the care and maintenance of a K-9 shall not be subject to the eight (8) hour per day nor the eighty-six (86) hour per fourteen (14) day work period thresholds. Such off-duty time shall be subject to the one-hundred seventy-one (171) hour threshold during the Officer's twenty-eight (28) day work period.

**Section 32.5. Hourly Rate.** The K-9 Officer's hourly rate of pay for off-duty care and maintenance of their dogs shall be equal to thirty-five percent (35%) of the officer's regular rate of pay.

**Section 32.6. Serious Illness or Injury.** In the event a K-9 is ill or injured, requiring multiple visits to the veterinarian and/or extended home care by the K-9 Officer, the K-9 Officer shall be paid for actual hours off duty caring for the dog, at the hourly rate set forth in Section 32.5. The K-9 Officer must notify his/her Sergeant of any such occurrence and turn in a daily time slip for the extra time.

**Section 32.7. Kennel Time.** In the event a canine is kenneled or hospitalized, the K-9 Officer shall not receive compensation as specified in Section 32.2, nor shall the K-9 Officer fall under the conditions of Section 32.1, during the time of the kenneling or hospitalization.

**Section 32.8. Pre-Approved Expenses.** All pre-approved expenses for the care and maintenance of the canine will be reimbursed by the department

**Section 32.9. Removal From Service.** The City reserves the right to permanently remove a dog from service. At such time, the City shall no longer be responsible for expenses associated with the dog or any payments under this article.

**Section 32.10. Assignment of K-9 Handler.** A K-9 handler may be removed from the position of K-9 handler for cause. When a canine is retired from service, the K-9 handler may re-apply for a K-9 position through the normal selection process as provided in the current contract; however, the handler is not guaranteed continuation in a K-9 position.

**ARTICLE 33 – TAKE HOME VEHICLES**

K-9, SWAT, Metro and Motorcycles will be the only city vehicles to be considered as “take home” vehicles.

DATED AT KENNEWICK, WASHINGTON, this 30<sup>th</sup> day of December, 2013.

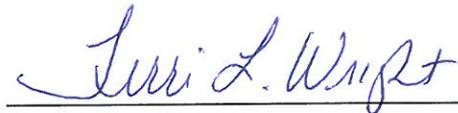
  
KPOBA PRESIDENT

  
MAYOR

  
KPOBA VICE PRESIDENT

  
CITY MANAGER

ATTEST:

  
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