

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 280**

**Representing the Police Support Specialists**

**AND**

**CITY OF KENNEWICK**

**January 1, 2018 – December 31, 2020**

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## **PREAMBLE**

The provisions contained herein constitute the entire agreement between the City of Kennewick and the Kennewick Police Support Specialists Bargaining Unit, governing wages, hours and working conditions for those members of the Kennewick Police Department as identified in the Public Employment Relations Commission Certification Case #16405-E-02-2715.

**Section 1. Productivity.** The Employer and the Union shall work together to meet the operational requirements of the City; to provide the public with efficient, courteous and professional service; to encourage good attendance of employees; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote and encourage employee training and development as resources allow.

**Section 2. Strike Prohibition.** During the life of this agreement, employees shall perform their assigned duties to the best of their physical and mental ability. The Union 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 3. Lock Out Prohibition.** Because of the emergency nature of Police Services, the necessity for protection of the lives and property of the community and the essential support functions performed by non-commissioned staff, the City pledges not to cause a lockout of members of the Bargaining Unit.

## **ARTICLE 1 – DEFINITIONS**

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

- A. "Employer" means the City of Kennewick, Washington.
- B. "Union" means International Union of Operating Engineers, Local 280 representing the Kennewick Police Support Specialists Bargaining Unit.
- C. "Employee" means a regular full-time employee and/or part-time employee regularly scheduled to work more than twenty (20) hours per week in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisor" means the Chief of Police or a supervisor designated by the Chief of Police.
- E. "Bargaining Unit" as used herein shall include all non-commissioned clerical employees of the Kennewick Police Department, but excluding supervisors and confidential employees.
- F. "Department" means the Kennewick Police Department.
- G. "Annual Leave" means a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- H. "Hours Worked" means only those hours actually worked and excludes any time spent on any type of leave from work, whether paid or unpaid.

- I. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

## **ARTICLE 2 – RECOGNITION**

Section 2.1. Recognition. The employer recognizes the Union as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article 1, subparagraph "E") for the purpose of establishing wages, hours and working conditions.

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

Except as expressly modified by the specific articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects.

The Union 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 include, but are not limited to the following:
  - a. To recruit, assign, schedule, 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 conduct departmental work functions including the utilization of employees as defined in Article 24.4.
  - 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.
  - f. To make, alter and enforce rules, regulations, orders and policies.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.
  - a. In consideration of these management rights, the Union is not relinquishing its right to bargain any future mandatory issues as defined by state law.

## **ARTICLE 4 – HOURS OF WORK AND OVERTIME**

Section 4.1. Application of Article. This article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 4.2. Work Week. The regular work week shall consist of five (5) eight (8) hour days in each seven (7) day period, which starts at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday. The City may employ a regular work week of four (4) ten (10) hour days within a seven (7) day period, with overtime thresholds appropriately modified, with agreement of the Union.

Section 4.3. Work Day. The regular work day shall be eight (8) consecutive hours of work with regular starting and quitting times, except for interruptions for rest periods and unpaid meal periods. An employee may request, with departmental approval, adjustments of their regular schedule. The regular work day may be modified by the City to ten (10) consecutive hours, with agreement of the Police Support Specialists

Section 4.4. Meal and Rest Periods. Each employee of this Agreement shall be entitled to a sixty (60) or thirty (30) minute unpaid meal period each work shift. Each Employee working day shift shall receive a sixty (60) minute unpaid meal period. Each employee working swing or graveyard shift will receive a thirty (30) minute unpaid meal period. The meal period shall be scheduled as near as possible to the middle of the shift and shall be free of duty calls and responsibilities, unless an emergency situation requires otherwise. In the event any portion of the meal period is interrupted for work purposes, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Each employee covered by this Agreement shall also receive a paid fifteen (15) minute rest period during each half work shift. The rest period shall be free of duty calls and responsibilities unless an emergency situation requires otherwise. In the event the rest period is interrupted, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Section 4.5. Weekly and Daily Overtime. All work that has been specifically authorized by a supervisor and that is performed in excess of the employee's regular work day or work week (as defined in 4.2 and 4.3.) shall constitute overtime.

Section 4.6. Overtime Compensation. Hours of work in excess of eight (8) hours in a work day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay in accordance with Section 4.8 of this article. In no event will overtime pay or compensatory time result from excess hours worked due to a voluntary change of shifts. However, the City agrees that shifts will not be changed or adjusted to avoid overtime or overtime payments unless mutually agreed between the City and the Union.

Section 4.7. Overtime List. Overtime shall be equalized as best as possible on a functional basis.

In the event that an employee cannot report to work, employees currently working may be held over. The City will attempt to limit hold overs to a total shift duration of 12 hours, whenever possible, while continuing to support Kennewick Police Department operations.

Section 4.8. Compensatory Time.

4.8.1. 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 accrued or carried over at any one time. Up to 60 hours of the accrued or carried over time can be cashed out and made available the first paycheck in April or August, at the employee's option.

4.8.2. Compensatory time off may be approved by the Police Chief or designee at the convenience of the Department.

4.8.3. It is agreed that all of the accrued or carried over hours identified in 4.8.1 shall be converted to cash, and will be paid to the employee upon separation from employment.

Section 4.9. Overtime Rate Calculation. The overtime rate of pay shall be determined by taking the employee's monthly salary, multiplying by twelve (12) and dividing that total by 2080.

**ARTICLE 5 – SHIFT ASSIGNMENTS**

Section 5.1. Days Off/Shift Rotation. Bids for shift/days off shall be made annually by seniority. Bids shall take place on/before November 20<sup>th</sup> of each year. A schedule shall be posted after bidding has been completed.

Changes may be made to shifts and/or days off based on the needs of the employees or the City. If an employee desires to change shifts and/or days off between bidding cycles, the employee will work with the supervisor to attempt to accommodate the request by mutual agreement. If the request cannot be accommodated by mutual agreement, the employee may submit a request to the Human Resources Director to consider a mandatory change upon showing of good cause.

If a shift is vacated by an employee for any reason, that shift shall be bid to all members on a seniority basis. Any other shifts vacated as a result of this movement shall also be bid on a seniority basis.

Section 5.2. Shift Trades. Subject to the prior approval of the Chief or the Chief's authorized designee, employees may make temporary shift trades provided, however, that the Department shall incur no overtime liability resulting therefrom.

Section 5.3. Changes in Work Schedule. It is recognized by the parties that deviations from the normal work schedule will occur from time to time resulting from a number of causes, such as, but not limited to, annual leave, leave of absences, absenteeism, employee requests, and temporary shortage of personnel (not to exceed 90 days).

It is agreed when such temporary shift changes are necessary for the completion of a special project, seven (7) days notice will be given to affected employees. For short term changes (less than 5 days), a forty eight (48) hour notice will be given to affected employees except that during a police emergency the (forty eight) 48 hour notice may not be available. The City shall make every attempt to give as much notice as possible. It is also agreed that shift changes will not be made for the exclusive purpose of avoiding overtime. Any permanent shift schedule

changes shall be mutually agreed to and will require a minimum of thirty (30) days advance notice to affected employees. If there is not agreement, the least senior qualified employee shall be transferred.

## **ARTICLE 6 – DUTY CALL BACK**

**Section 6.1. Shift Extensions.** For purposes of this Article, appearance for a call back to duty 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 of 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 appropriate rate of pay, and shall not be subject to the call back minimums provided herein.

**Section 6.2. Duty Call Back.** If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee shall receive overtime pay at a rate of one and a half (1 ½) for actual hours worked and remaining hours shall be paid a regular rate of pay, call in time will be guaranteed to be a minimum of two (2) hours pay at the overtime rate.

## **ARTICLE 7 – WORKING OUT OF CLASSIFICATION**

**Section 7.1. Working In Higher Paid Classifications.** If any employee is assigned by the Chief or the Chief's designee to perform the duties of a higher paying classification for any portion of a shift, but less than four (4) hours, the employee shall receive ten dollars (\$10.00) and for any work performed for more than four (4) hours, they shall receive twenty dollars (\$20.00) the higher rate of pay for all hours worked in the higher paid classification. Pay in the higher classification shall commence upon assignment in the higher classification.

If any employee is assigned or expected to provide bi lingual assistance for the department, they shall be compensated an additional fifty cents (\$0.50) per hour. This shall be included as a stipend for all dayshift hours worked. (This language does not apply to swing or graveyard shift.

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

### **Section 7.2. Trainer Rate of Pay.**

Employees must be assigned by the department to act as trainers. When training activities are to be conducted, the employee shall get pre-approval from the supervisor or designee prior to conducting training. Any employee who conducts training after receiving supervisory approval shall complete a training report prior to reimbursement being made.

The trainee must also sign the training slip, acknowledging that he/she has been trained in that particular task. The trainer will also maintain any other paperwork associated with the department training program. The trainer shall be paid an additional two dollars (\$2.00) per hour for actual time spent training.

## **ARTICLE 8 – MONTHLY SALARIES**

**Section 8.1. Pay Day.** The City will pay employees on a twice monthly basis. If any payday falls on a holiday, the City will pay employees on the preceding business day. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and that hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

The City may, as determined by Support Services, institute a bi-weekly (or every other Friday) payroll.

**Section 8.2.** Overtime pay will be included in the paycheck for the period in which it is earned.

**Section 8.3.** Provided the employee satisfactorily performs the duties and responsibilities of his/her position, the employee shall progress in the salary range in one year intervals as specified in Appendix A.

## **ARTICLE 9 – HOLIDAYS**

**Section 9.1. Recognized Holidays.** The following days are recognized as paid holidays for all Employees:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	The day after Thanksgiving
10.	Christmas Day	December 25
11.	Floating Holiday	To accrue on January 1
12.	Floating Holiday	To accrue on July 1

The Department shall be closed to the public on New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. On these days, the Department shall not schedule more than one employee for duty. The Department shall be open to the public during regular business hours with no change in ordinary staffing practices on all remaining holidays.

**Section 9.2. Holiday Pay and Minimum Staffing Requirement.**

- (a) Employees shall not receive any time off for the holidays that are set forth in Section 9.1. Rather, employees will receive eight (8) hours of straight-time holiday pay for each of the ten (10) defined holidays, for a total of eighty (80) hours, regardless of whether they actually work on the holidays. Employees will receive this straight-time holiday pay in a separate check that will be provided to them on the first pay period in December of each year of the contract.



- (b) Employees who are required to work on a defined holiday, consistent with the department minimum staffing requirement, will also receive time-and-a-half holiday pay for time actually worked at a rate of one and one half (1 ½) times the rate of straight-time pay. Employees will receive this time-and-a-half holiday pay in their regular paycheck in the same period in which the holiday occurs.
- (c) The holiday work schedule shall be determined by the Employees on an equal rotational basis. If the Employees cannot agree on a holiday work schedule, the Department shall develop a holiday work schedule on an equal rotational basis.

**Section 9.3. Floating Holidays.**

- (a) Employees shall accrue a first floating holiday on January 1 each year. Employees shall accrue a second floating holiday on July 1 each year. In order to accrue these floating holidays, an Employee must be employed on the respective accrual dates.
- (b) Floating holidays shall be scheduled and taken in accordance with the annual leave scheduling clause set forth in Article 10, Section 10.4. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one annual leave block.
- (c) Floating holidays not scheduled and approved before November 20<sup>th</sup> shall be paid to the Employee together with pay for defined holidays on the first pay period in December of each year of the contract. Floating holidays may not be carried over into a subsequent calendar year.
- (d) In the event of a serious illness, emergency, or injury to the employee or member of the employee's immediate family as defined by Article 13, Section 13.2 of this Agreement, and in the event that all other available (such as annual leave and compensatory time) has been exhausted, the employee may petition the Chief of Police or the Chief's designee to use their accrued floating holidays so to avoid the employee entering a leave without pay status.

**ARTICLE 10 – ANNUAL LEAVE/VACATIONS**

**Section 10.1. Accrual/Eligibility.** Each full time employee shall accrue annual leave as set forth below, based on his continuous length of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Accrual</u>
01 through 05 years	12 hours per month
06 through 09 years	15 hours per month
10 through 14 years	17 hours per month
15 through 19 years	19 hours per month
20 through 24 years	21 hours per month
25 through 30years	23 hours per month
30+ years of service	25 hours per month

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

Section 10.2. Accrual Maximum/Mandatory Use. Annual leave may be accumulated up to a maximum of six hundred (600) hours.

Section 10.3. Accrual Cash-Out.

1. Upon separation from employment 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 resigns, annual leave accrual cash out is available only if the employee has given two-weeks advanced notice of his/her resignation. No prior notice is required if the employee's employment is terminated for just cause or is asked to resign.

2. For the duration of this agreement, upon separation from employment for reason of retirement in good standing, an employee shall have deposited into the employee's medical saving trust 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 retires.

Section 10.4. 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 employees as determined by the Chief. Annual leave requests received before November 20 of the preceding 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 November 20. Each employee will be permitted to exercise his or her right of seniority preference only once annually and for only one annual leave time-block. Any requests for annual leave following November 20 shall be granted on a first-come, first-served basis. Annual and holiday leave may be denied if the request would result in overtime or department closure. Such denials may be appealed to the Human Resources Director with two weeks' notice, or less upon showing of good cause.

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. This shall not apply to seniority preference annual leave picks during the month of November.

Section 10.5. Seniority. For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a Police Support Specialist.

Section 10.6. Family Care Act. 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 this Article.

## **ARTICLE 11 – SICK LEAVE**

**Section 11.1. Accrual.** Employees may use accrued annual leave in accordance with the conditions set forth in Section 11.2.

**Section 11.2. Sick Leave Use.** In order to be granted paid, annual leave, an employee must meet the following conditions:

1. Report to their supervisor the reason for the absence. Sick report must be made no later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the supervisor 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. Annual (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.

**Section 11.3. Family Sick Leave (FMLA).** Employees may use 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 this Article. When the employee's presence is no longer required, the employee shall report back to work as promptly as possible.

**Section 11.4. Illness in Immediate Family.** All employees shall be allowed up to thirty-two (32) hours annual leave for any one illness in the immediate family requiring his/her presence in caring for the individual. When the employee's presence is no longer required, the employee shall report back to work as promptly as possible. Immediate family includes the employee's father, mother, spouse, or children, or any relative residing in the employee's home.

**Section 11.5. Medical Certificate.** If absence extends beyond three (3) working days duration or if a pattern of sick leave usage exists, the employee may be required, at the option of the Chief of Police, to submit a medical certificate signed by a physician stating the nature of the sickness or injury; that the employee has been incapacitated for work for the period of absence or quarantine or required to receive out-patient care; and is again physically able to perform his/her duties.

## **ARTICLE 12 – INSURANCE COVERAGE**

12.1. Effective January 1, 2018, employees shall have a choice between the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

12.2. The City shall provide life insurance for employees in the amount of fifty thousand dollars (\$50,000) and for dependents in the amount of one thousand dollars (\$1,000) and shall pay the entire premium for this coverage.

12.3. Employees who elect coverage under the medical plan provided by the City agree to pay ten percent (10%) of the cost of the selected health insurance plan.

12.4. The City agrees that there shall be no decrease in medical benefits for the life of this Agreement unless the Employee Benefits Review Committee recommends changes and the Union agrees to those changes.

12.5. The City will provide an employee assistance plan (EAP) which it can unilaterally modify or discontinue, or change providers at any time.

12.6. The City shall pay the full premium of a long-term disability (LTD) insurance program.

12.7. The City shall provide medical insurance to retirees for an additional period of eighteen (18) months after the expiration of COBRA coverage if they are not eligible for the retiree medical plan.

12.8. The City shall establish a Voluntary Employee Beneficiary Association ("VEBA") trust in the interest of the Employees to fund eligible medical expenses as permitted under federal tax law. The VEBA shall be exclusively funded by the Employees, and the Employees authorize the City shall make ongoing pre-tax deductions to the VEBA at a fixed rate to be determined by the Employees. The Employees shall have the right to increase, decrease or stop contributions after serving appropriate written notice upon the City. The City shall not incur any additional fees or costs in the creation or administration of the VEBA.

### **ARTICLE 13 - LEAVES OF ABSENCE**

**Section 13.1. Leave of Absence.** The City Manager may authorize unpaid leaves of absence of 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 13.2. Death in Immediate Family.** Paid leave shall be granted by the department manager or Chief of Police. An employee may be allowed to use paid leave to a maximum of thirty-two (32) hours for each death in the immediate family. All time off for such a death in excess of four (4) days per event shall be charge to annual leave. If extenuating circumstances necessitate a longer period of leave, an extension may be granted upon prior approval of the Chief of Police or designee. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandchildren, registered State domestic partner or any individual residing in the employee's household at the time of death.

An employee may be allowed to use paid leave to a maximum of twenty four (24) hours for each death of a grandparent.

**Section 13.3. Doctor and Dentist Appointments.** An employee's 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 annual leave. If the doctor or dentist appointment keeps the employee away from work for more than two hours, all

the time away from work for that appointment will be charged to 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. All requests for medical information shall be in accordance with HIPAA regulations were applicable.

Section 13.4. Leave Without Pay. No leave without pay shall be granted an employee until the employee has first taken advantage of all his/her earned annual leave, compensatory time and floating holidays. Such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit.

Section 13.5. 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 ten (10) working days notice in advance.

Section 13.6. Maternity Leave. Maternity leave benefits shall be provided in accordance with state law.

Section 13.7. Job Abandonment.

Voluntary Quit. Without an explanation that is acceptable to the City, an employee is considered to have voluntarily quit and resigned under the following circumstances:

- Unauthorized Absence. An absence of one (1) or more consecutive days without notice to the City.
- Following Leave. Failure to return within one (1) day from an approved leave of absence with the City.

Section 13.8. Retention. The City's intent is to keep trained, qualified and experienced people actively employed when injured and incapacitated from work provided reasonable accommodation can be made in accordance with applicable ADA requirements. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

Section 13.9. Family Medical Leave. In the case of an employee being seriously ill, the first fifteen (15) work days shall not be counted toward Family and Medical Leave Act (FMLA) leave. However, subsequent days off for the same illness/injury although not consecutive, will count as part of the FMLA leave.

Section 13.10. Jury Duty. Any employee who is called for jury duty will be paid during his/her absence. The City will deduct an amount equal to jury fees, exclusive of mileage, actually received for jury duty or witness service from the employee's paycheck. Employees receiving a summons for jury duty should notify their supervisor immediately so that coverage can be arranged. If an employee's absence during that particular period of time causes a significant hardship, the employee may be requested to seek a postponement of jury duty. Employees released from jury duty on a given day with more than two hours left in their shift are required to call in to determine whether they should report to work.

Section 13.11. Court Time. Employees subpoenaed to testify in connection with their employment with the City, or in connection with their work for a former employer, shall receive

their normal compensation without any reduction of vacation or their leave credits. Any witness fees received by the employee must be reimbursed to the City, or a payroll deduction must be approved by the employee. Employees needing time off to appear in court on any other matter must use accrued vacation or comp. time.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

**Section 14.1. 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 shall attempt to resolve it within ten (10) calendar days after it is presented to him/her.

**Step 2** - If the employee is not satisfied with the solution by the immediate supervisor, the grievance may be presented to the Chief of Police in writing within ten (10) calendar days of receiving the supervisor's response. The Chief shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him/her.

**Step 3** - If the employee is not satisfied with the resolution by the Chief of Police, the Union may present 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 grievance is not resolved by the City Manager to the satisfaction of the Union, the Union may, within fifteen (15) calendar days, refer the grievance to arbitration.

**Section 14.2. 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 American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS) or Public Employment Relations Commission (PERC), as agreed upon by the two parties, 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. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party will then strike two (2) names. The person remaining shall be the Arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Union and City requesting that a time and place be set for the arbitration subject to the availability of the Union and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

**Section 14.3. Arbitrator Authority.** The arbitrator shall render his/her award based on the interpretation and application of the provisions of 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 14.4. Arbitration Costs. The fees and expenses of the Arbitration shall be borne equally by the Union and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 14.5. Time Limits. Both parties shall make every effort to resolve grievances promptly, within time limits outlined in this grievance procedure. However, with the mutual written consent of both parties, the time limits may be extended at any step. All sections of the grievance procedure that address filing and response days shall mean "calendar" days.

If at any step of the grievance procedure the employer fails to issue a response within the time limits set forth in this Article (without getting a written extension of time limit), the grievance shall automatically advance to the next step of the grievance procedure. If the employee or the Union fails to advance the grievance within the time limits (without getting written extension) specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

#### **ARTICLE 15 – 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 Union. Such grievance may be appealed to arbitration at the option of the City.

#### **ARTICLE 16 – UNION BUSINESS**

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

The City agrees to allow two (2) employees representing the Union to be granted leave without loss of pay for continuity to attend collective bargaining sessions and/or labor-management meetings between the City and the Union.

Employees shall be entitled to exercise their right to Union representation at meetings where the employee reasonably believes disciplinary action could result. However, the employee's request for Union representation shall not unduly delay any investigatory interviews conducted by the Department. If the employee is unable to arrange the presence of a Union representative within one working day from the scheduled beginning of the meeting, the City may proceed without the Union's representative present. The City shall notify employees as soon as possible if the employee is to be the subject of a meeting or interview from which discipline could result.

Paid time off for Union activity shall be based on the operational needs of the department. Barring emergency situations, the supervisor shall be given at least 24 hours notice of such activities if it requires attendance of on-duty personnel.

## **ARTICLE 17 – PERSONNEL FILE**

**Section 17.1. Personnel Record.** The City Administrative Services 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 17.5 below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

**Section 17.2. Inspection of Records.** After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record. An employee's official representative, with the permission of the employee, may inspect the personnel file.

**Section 17.3. 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 requested to sign all disciplinary actions presented to them by the Chief or his designee or initialed by a witness in the case of the employees refusal to sign. 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 17.4. 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, however such request shall not be unreasonably denied.

**Section 17.5. Disclaimer.** This Article is not intended to limit the maintenance of supervisor notes and other pertinent Department records. 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, or a witness in the case of a refusal to sign.

## **ARTICLE 18 – DISCIPLINE AND DISCHARGE**

**Section 18.1. Discipline.** Disciplinary actions or measures may include the following: oral reprimand, suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of vacation; demotion; discharge; or any combination thereof.

1. Disciplinary actions such as oral admonitions and warning, are usually the first steps taken in constructive and progressive discipline. As a general rule, such disciplinary actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as 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 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 be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.

## **ARTICLE 19 – PROBATION**

**Section 19.1. New Hire Probation.** Every new employee hired into the Department shall serve a probationary period of twelve (12) months. The Union 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 (12) months probation, employees shall be evaluated with one of the following recommendations:

- a. Terms of probation and training met, employee shall become a “regular” full-time employee.
- b. Employee has performed satisfactorily, but areas still need improvement so the Division Commander or his/her designee extends the probationary period for a specified amount of time not to exceed ninety (90) working days. At the completion of the extended probationary period the employee becomes a “regular” full-time employee or is disqualified and released from employment.
- c. Did not meet the terms of probation and training. Employee is disqualified from employment and released.

At anytime during a new hire’s training and probationary period they may be disqualified from the training process with or without cause as defined in Kennewick City Policy 2-12-080.

## **ARTICLE 20 – LAYOFF AND RECALL**

**Section 20.1. Layoff.** The City will layoff and recall employees in accordance with specialized skills until cross training has been completed. When all employees within the bargaining unit have been cross-trained in all functions and can perform all required PSS tasks, the city will layoff in inverse order of seniority if documented performance levels are equal.

**Section 20.2. Recall.** Employees shall be called back from layoff according to seniority if equally cross-trained. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of twenty-four (24) months.

**Section 20.3. Recall Notice.** The City shall notify laid off employees, by certified mail to the employee's last known address, of any department job opening(s) the employee is qualified to fill. Upon notification, 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, and report to work within fifteen (15) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

## **ARTICLE 21 – SENIORITY**

**Section 21.1. Seniority Defined.** Seniority shall be defined as the length of unbroken service (any approved leave of absence shall not constitute a break in service) by an employee within the bargaining unit, following his/her most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) and authorized leaves with or without pay 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 by lot.

**Section 21.2. Seniority List.** The City will provide the Union with copies of a seniority list on July 1 of each year.

**Section 21.3. Loss of Seniority.** An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

**Section 21.4.** A bargaining unit employee, as defined in Article 1, who accepts a position with the City outside the bargaining unit shall cease to accrue seniority within the bargaining unit. An employee may elect to return to the bargaining unit with their previously accrued seniority earned in the Kennewick Police Support Specialists bargaining unit provided their return does not exceed twelve (12) months. After the twelve (12) months are exhausted, seniority is extinguished. During the initial twelve (12) months, only in the event of an opening shall an employee be allowed to return to the bargaining unit.

## **ARTICLE 22 – OUTSIDE EMPLOYMENT**

The members of the Union 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, however off duty employment requests shall not be unreasonably denied.

Employees wishing to pursue outside employment opportunities will complete a request for approval and submit it to the Chief. The Chief shall review the request within seven (7) working days and respond with a request for additional information, approval, or denial. The employee must submit any additional information requested in a timely manner. The Chief shall then have an additional seven (7) working days to approve or deny the request.

## **ARTICLE 23 – EMPLOYEE RIGHTS / NON-DISCRIMINATION**

**Section 23.1. 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 Union or its members because of the exercise of these rights.

**Section 23.2. 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 24 – UNION MEMBERSHIP / DUES CHECK OFF**

**Section 24.1. Union Membership.** All full-time regular employees of the City coming within the classifications covered by this Agreement shall, as of this date, be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing; or pay to the Union an amount of money equivalent to the regular monthly dues of the Union. Commencing thirty (30) days after their date of hire, employees shall become members of the Union or pay to the Union an amount of money equivalent to the regular monthly dues of the Union; or for religious convictions as defined in RCW 41.56.122, Section 1, pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the public employee and the bargaining representative do not reach agreement on such matters, PERC shall designate the charitable organization. The employee shall furnish written proof to the Union that such payment has been made. The foregoing provisions shall not be construed as denying the City the right to select any new employee. Further, the City shall have the right to select and/or retain any supervisory employee. Further, nothing contained in this Section shall be construed to apply to part-time employees or temporary employees with less than nine (9) months continuous employment.

Part-time or temporary employees who perform work for the City that is intended to exceed six (6) months duration shall be required to tender a representation fee to the Union in an amount equal to the Union's regular monthly dues following thirty (30) days of employment. Such employees shall acquire no seniority but shall be entitled to benefits as specifically identified for part-time and temporary employees in this agreement.

**24.2. Union Dues Deductions / Indemnification.** The City will deduct membership dues and initiation fee and pay to IUOE Local #280, from the wages of all employees who, in writing, have authorized the City to do so. The City will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. Enclosed with the monthly dues the city will provide names and addresses of any new hires. The International Union of Operating Engineers, Local #280, agrees to indemnify and hold the City harmless against any claims, suits, order or judgements brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Union Dues.

**24.3. Union Bulletin Board.** The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. The City shall have no responsibility for the contents of material posted on the bulletin board.

### **24.4. Definitions:**

**Temporary:** A position of employment with the City of Kennewick that is intended to last less than six (6) continuous months in duration.

**Part-Time:** A regular, continuous position with the City of Kennewick in which an employee works less than forty (40) hours per week.

**ARTICLE 25 – 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 26 – TUITION REIMBURSEMENT**

Employees covered by the terms of this contract shall be eligible to receive the benefits of the City's Tuition Reimbursement Policy, as may be modified in any way by the City.

**ARTICLE 27 – CLOTHING ALLOWANCE.**

Section 27.1. Clothing allowance. For uniform maintenance the employee shall receive five hundred and fifty dollars (\$550.00) per year. For the purpose of this provision, the year shall be a rolling 12-month period between December 1 through November 30 of the following calendar 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 including federal income tax withholding on items identified by the IRS as taxable income (belts, shoes, etc.).

Uniforms shall be purchased and replaced by the City of Kennewick utilizing a quartermaster system. Police Support Specialist uniform to be purchased shall be the following:

<u>Identification</u>	<u>Quantity</u>
Badge	1 metal
Name Tag	1 engraved nametag
Photo ID	1 KPD photo ID
<u>Uniform Item</u>	<u>Quantity</u>
Short Sleeve Shirts	5
Long Sleeve Shirt	5 (only if employee wears traditional uniform)
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
Winter Coat	1 (applicable to new hires)
Patches	Provided as needed

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the IUOE PSS designee by December 1 of each year. The unit 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 five hundred dollars (\$500.00) shall have the difference deducted from their December 20 payroll check.

All employees shall maintain a presentable appearance while on duty.

## **ARTICLE 28 – ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or Ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 29 – DURATION OF AGREEMENT**


This Agreement shall become effective January 1, 2018, upon formal action by both the union and the City Council, and shall remain in effect through December 31, 2020. To amend this contract, either party shall notify the other prior to October 1, 2020 of its desire to terminate or amend the same.

**SIGNATURE PAGE**

DATED AT KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of December 2017.


  
\_\_\_\_\_  
Mayor Pro Tem

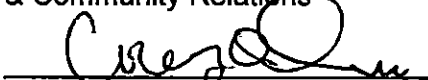
  
\_\_\_\_\_  
Business Manager

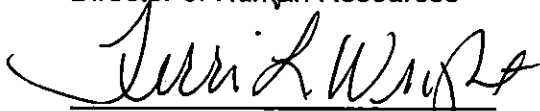
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive Director Of Employee.  
& Community Relations

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Director of Human Resources

  
\_\_\_\_\_  
Attest: City Clerk

**APPENDIX A**

**NON-COMMISSIONED BARGAINING UNIT**

<b>1/1/2018</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Support Specialist:	\$3461	\$3810	\$4158	\$4511	\$4882	\$5128

<b>1/1/2019</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Support Specialist:	\$3531	\$3886	\$4242	\$4601	\$4979	\$5231

<b>1/1/2020</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Support Specialist:	\$3601	\$3964	\$4326	\$4693	\$5079	\$5335

At the discretion of the Division Commander a lead may be appointed; Appointed Lead Position pay is 10% above the top step.

Employees that work swing shift shall receive an additional seventy-five cents (0.75¢) per hour for all hours worked. Employees that work graveyard shift shall receive an additional one dollar (\$1.00) per hour for all hours worked.

Beginning on January 1, 2018, wages shall be adjusted upward by two percent (2%) annually for the duration of this Agreement (see above). Wage adjustments shall take effect on January 1 of each subsequent year.

Beginning January 1, 2018, the City will contribute an amount equal to five percent (5%) of employees' salary toward deferred compensation. The City contribution match does not require employee participation.