LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE ASSOCIATION

Jan 1, 2020 THROUGH Dec 31, 2020

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AGREEMENT BETWEEN
CITY OF KELSO
AND
KELSO POLICE ASSOCIATION
January 1, 2020 through December 31, 2020

This agreement is made by and between the City of Kelso, hereinafter referred to as "Employer" and the Kelso Police Association, hereinafter referred to as "Association."

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

SECTION 1. RECOGNITION. The employer hereby recognizes during the term of this agreement the Kelso Police Association as the sole and exclusive collective bargaining agent for a unit consisting of all Kelso Police Department Sergeants and Police Officers.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS. Except as expressly limited by the terms of this agreement and the laws of the State of Washington, the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral or written work rules, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which violates a specific provision of this agreement. These rights include but are not limited to: (By way of example)

1. The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
2. To plan, direct, control, and determine the operations or services to be conducted by employees of the Employer;
3. To determine the methods, means, number of personnel (e.g., total personnel per shift and per equipment) needed to carry out the Department's mission;
4. To direct the working forces;
5. To determine the need for educational courses, training programs, on-the-job training and cross training;
6. To recruit, hire, promote, fill vacancies, transfer, assign and retain employees subject to Civil Service Rules and Regulations;
7. To discipline, suspend, demote, or discharge employees for just cause;
8. To lay-off or relieve employees due to lack of work or funds;
9. To classify jobs and determine the duties to be performed by employees in classifications included in the bargaining unit;
10. To make, publish, and enforce rules and regulations for the efficient operation of the Department;
11. To determine shift business hours and to schedule work;

12. To determine performance standards, including assessment of an employee's ability to perform the job;
13. To introduce new or improved methods, equipment, or facilities;
14. To contract out for goods and non-bargaining unit services;
15. To control the Police Department budget;
16. To take any and all actions as may be necessary to carry out the mission of the employer in situations of civil emergency as may be declared by the Mayor, or City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 2. NOTIFICATION. The Employer agrees to provide thirty (30) days written notice to the Association of any intent to implement a new written policy or to revise a current written policy for the purpose of allowing input on the proposed implementation or change. Implementation or change of a policy may be instituted immediately in the event of an unforeseen emergency involving health or safety subject to review and input within thirty (30) days by the Association.

ARTICLE 3 - ASSOCIATION SECURITY

SECTION 1. ASSOCIATION MEMBERSHIP Upon employment of a new employee covered by this agreement, the Employer shall submit to the employee and to the Association a new member notice, identified as Appendix "A" of this agreement and by reference incorporated therein, on the forms furnished by the Association.

SECTION 2. ASSOCIATION DUES. The Employer will deduct from the pay of each employee who elects to join the Association membership dues and initiation fees, provided that at the time of such deduction there is in the possession of the Employer a valid Association dues deduction authorization executed by the employee. All deductions shall be transmitted to the Association monthly. The Association dues deduction authorization is attached to this agreement and marked Appendix "A."

ARTICLE 4 - ASSOCIATION ACTIVITY

SECTION 1. POSTING OF NOTICES. The Employer shall allow the Association to post all necessary notices and information relating to Association business on the Employer's premises. The Association shall be responsible to keep all Association postings orderly and neat in appearance.

SECTION 2. ASSOCIATION OFFICIALS' TIME OFF. Association officials who are employees in the bargaining unit (president, executive board member, or member of the negotiation team), shall be granted reasonable time to conduct Association business while on duty, provided the number of employees allowed time off at any one time shall be limited to two (2) and it does not interfere, in the judgment of the Chief, with the necessary operation of the Department.

SECTION 3. ASSOCIATION BUSINESS. Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating grievances; provided, that there is no interruption of the Department's working schedule, and if possible, with prior approval of the Police Chief or designee.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

SECTION 1. REGULAR WORK DAY. Kelso Police Officers and Sergeants are paid on a basis of two-thousand sixty-one (2061) hours worked annually. The work period for Patrol shall be ninety-six (96) hours in a seventeen (17) consecutive day work cycle. The first eight (8) days of the work period shall consist of two (2) 12-hour day shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630), followed by four (4) days off. The remaining nine (9) days of the work period shall consist of two (2) 12-hour day shifts (0630-1830), one (1) 24-hour period off, followed by two (2) 12-hour night shifts (1830-0630) followed by five (5) days off.

Variations of this schedule for employees in special assignments such as the School Resource Officer, Detectives, attendees at the B.L.E.T. Academy, etc. are allowed with management approval so long as the total number of hours worked does not exceed 85 hours in a 14-day work period. A memorandum of understanding will address the School Resource Officer's position.

The work period for employees assigned as a Detective, Detective Sergeant or Administrative Sergeant shall be forty (40) hours per calendar week, two-thousand eighty (2080) annual work hours. Employees assigned as a Detective, Detective Sergeant or Administrative Sergeant work nineteen (19) additional hours beyond their calculated rate of pay established on a two-thousand sixty-one (2061) annual hours of work computation. For every month an employee is assigned as a Detective, Detective Sergeant or Administrative Sergeant, the employee shall receive an additional one and fifty-eight hundredths (1.58) hours of vacation leave added to their monthly vacation accrual while assigned in that role.

SECTION 2. OVERTIME PAY. All time worked in excess of ninety-six (96) hours in one work period for Patrol, eighty-five (85) hours in one work period for the School Police Officer, and eighty (80) hours in one work period for Detectives or attendees at the B.L.E.T. Academy, shall be paid at the rate of one and one-half (1.5) times the employee's base pay. Employees shall have the option of being compensated in overtime pay or accruing compensatory time off at a "time and one-half" rate for all excess hours worked up to a maximum of ninety (90) hours. Compensatory time that exceeds ninety (90) hours shall be converted to overtime pay.

SECTION 3. SCHEDULED DAYS OFF. If an employee is required to work on a regularly scheduled day off, the employee shall be compensated at the same rate as overtime work as described in Section 2 above.

SECTION 4. CALL-BACK TIME. In the event an employee is required to return to duty prior to his next scheduled shift, the employee will be compensated by at least three (3) hours of overtime pay.

SECTION 5. SHIFT ADJUSTMENT. During any shift adjustment, where an employee's scheduled work cycle is altered requiring them to work more than four (4) consecutive days, it creates an "extended work week." In such case, the employee shall be granted one day off sometime during that "extended work week." This day off shall be assigned by the Employer with consideration given to maintaining minimum staffing.

SECTION 6. ADVANCED SCHEDULING. The Employer shall make a good faith effort to post the projected work schedule one (1) year in advance.

ARTICLE 6 - SALARIES

The salaries contained in Appendix "B" and incorporated herein shall be the base salary rates for this agreement.

ARTICLE 7 - OFFICER-IN-CHARGE / FIELD TRAINING OFFICER

SECTION 1. O.I.C. COMPENSATION. Whenever a Sergeant is not present to run a patrol shift, the patrol officer with the most seniority on that patrol shift for the day shall be deemed the Officer-In-Charge (O.I.C.) and is responsible for supervisory duties.

If a patrol officer serves as the O.I.C. in the absence of a Sergeant for a minimum of two (2) hours in a shift, he shall be compensated by one (1) hour of vacation leave or one (1) hour of straight time pay per shift. The senior officer may decline to be the O.I.C. (less experience or training) and the assignment of O.I.C. duties given to the next most senior officer on that shift. Officers in special assignments are not eligible for O.I.C. compensation unless they are specifically designated by the unit supervisor as the O.I.C. and the O.I.C. is actively supervising at least two (2) other officers for that full shift.

SECTION 2. F.T.O. COMPENSATION. During the block of time a certified Field Training Officer (F.T.O.) is assigned a student officer, the F.T.O. shall be paid an additional 3% of his base wage to compensate the F.T.O. for the temporary additional duties and responsibilities involved. This is not intended to create a new rank or "specialty assignment" pay. Management reserves the right to select candidates for F.T.O. training, select F.T.O.s for student assignment, and determine at its discretion both the duration of any such assignment(s) and the duration of a student officer's F.T.O. program.

ARTICLE 8 - LONGEVITY

SECTION 1. AMOUNT OF COMPENSATION. Employees shall receive longevity pay in proportion to the employee's years of service and shall be paid at the following rates:

After 5 years' service	2% of base salary
After 10 years' service	4% of base salary
After 15 years' service	6% of base salary
After 20 years' service	8% of base salary

For employees hired after January 1, 1996, the following rate shall apply:

After 5 years' service	2% of base salary
After 10 years' service	4% of base salary
After 15 years' service	6% of base salary

SECTION 2. DATE OF EMPLOYMENT. For the purpose of longevity pay, the employee's original date of employment shall prevail, even if on the original date of employment, the employee was hired as a temporary employee and later becomes a full-time or permanent employee.

ARTICLE 9 - HOLIDAYS

SECTION 1. HOLIDAYS DEFINED. The following days shall be recognized as designated holidays:

Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

SECTION 2. HOLIDAY PAY. Employees who work on a designated holiday shift shall be paid at two (2) times their hourly base rate of pay for each hour worked on a holiday shift. Employees who work overtime on a designated holiday shall be paid at one and one-half (1.5) times the holiday rate. (Double-time X 1.5 = triple-time).

For the purposes of this section, "Designated holiday shifts" shall be defined as those shifts that commence at 0630 and 1830 on the day of the designated holiday and end at the close of the twelve (12)-hour shift. (e.g., Employee starts the designated holiday shift at 1830 on December 25th and works through 0630 on December 26th. Employee will receive double time for the entire shift, not just the hours worked on December 25th.)

Employees scheduled for a regular workday on a designated holiday may request the day off so long as minimum staffing levels are maintained. The Shift Supervisor shall have the discretion to grant or deny the request.

SECTION 3. FLOATING HOLIDAYS. Employees shall be granted a floating holiday bank of one hundred-thirty two (132) hours in addition to the two (2) designated holidays. Employees may use the floating holiday bank in hourly increments that correspond to their current assigned schedules as days off rather than working on a regularly-scheduled workday. Employees agree to make a good faith effort to schedule the use of floating holiday hours on shifts where adequate personnel remains to ensure minimum staffing. Floating holiday hours shall be credited to the employee on January 1 of each year for the employee's use and may not be carried over from year to year; provided however, during the employee's first calendar year of employment, the floating holiday bank shall be credited twelve (12) hours for each sixty (60) days of employment.

ARTICLE 10 - VACATIONS

SECTION 1. VACATION LEAVE. Employees shall accrue vacation leave for each month of employment based on the schedule described in Section 2. Employees hired on or before the 15th of the month shall receive credit for the full month. Otherwise, credit will begin accruing on the first day of the month after the date of hire. Vacation leave which is accrued in one month will be credited to the employee on the first day of the following month.

Employees are not eligible to take accrued vacation leave until after six (6) consecutive months of employment. Employees may only use vacation leave that has been credited to them and may not "borrow" from future vacation.

Employees may carry over a maximum of two-hundred forty (240) unused vacation hours from one year to the next.

SECTION 2. VACATION SCHEDULE. Employees shall accrue vacation leave at the following schedule:

Date of Hire	Through	4 years	service	8.67	hours per month
	After	4 years		9.34	
	After	5 years		10.00	
	After	6 years		10.67	
	After	7 years		11.34	
	After	8 years		12.00	
	After	9 years		12.67	
	After	10 years		13.34	
	After	11 years		14.00	
	After	12 years		14.67	
	After	13 years		15.34	
	After	14 years		16.00	
	After	15 years		16.67	
	After	20 years		18.00	

SECTION 3. SENIORITY. Employees having seniority based on date of employment will be given first priority in scheduling vacations.

SECTION 4. SEVERANCE. In case of death, retirement, termination, or disability, all accumulated vacation leave shall be compensated to the employee or to the estate of the employee.

SECTION 5. VACATION BUY-BACK. On December 31st of each year, employees who have a vacation balance of at least two-hundred forty (240) hours shall sell back any vacation leave in excess of two-hundred forty (240) hours. Employees may sell back up to a total of eighty (80) hours at their hourly rate of pay in effect at the time of the buy back. Employees may only carry over a maximum of two-hundred forty (240) hours of unused vacation from one year to the next.

ARTICLE 11 - LEAVES

SECTION 1. SICK LEAVE. Employees shall accrue sick leave at the rate of twelve (12) hours for each completed month of service. Employees shall accrue sick leave for their first month of employment if their employment date is the 15th day of the month or prior and the employee is employed for the balance of that month. After the 15th, the count starts next month.

Beginning the date of ratification of this agreement, all accrued employee sick leave balances will be multiplied by a factor of 1.5 to reflect the increase in monthly sick leave accrual.

Employees shall have the option of accumulating sick leave to a total of one-thousand eighty (1080) hours or one-thousand five hundred twelve (1512) hours.

Employees must commit in writing which option they choose during the first two weeks of January following their accumulation of one-thousand eighty (1080) hours of sick time. This will be an irrevocable decision and may not be changed at a later date.

SECTION 2. SICK LEAVE BUY-BACK. An employee who has accrued in excess of ninety (90) days or one hundred twenty-six (126) days, if eligible, shall be allowed to trade each block of three (3) days accrued beyond the maximum for either one (1) day of annual leave or one (1) day's pay, at the employee's discretion. This sick leave buyback will be exercised each year during the first two (2) weeks in January. Days or portions of days accrued in excess of those divisible by three (3) shall be carried over to the following year.

Previously uncompensated and accumulated sick leave shall be restored to any employee previously separated from employment by a reduction in force and who is re-employed.

SECTION 3. USE OF SICK LEAVE.

When sick leave is used, an employee's sick leave bank will be reduced by the commensurate amount of time the employee is absent from their assigned shift.

Sick leave is only to be used for the following reasons:

- Illness or injury to the employee which incapacitates the employee to the extent the employee is unable to perform his regular duties or alternate light duties as may be assigned by the Chief of Police or his designee.
- Exposure to a contagious disease that would jeopardize the health of the employee or others. This must be verified by a doctor's certificate.
- Illness or injury to the employee's immediate family that requires the attendance of the employee. "Immediate family" is defined as the employee's husband, wife, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, or granddaughter.
- Birth of a child to the employee or the wife of an employee as provided in Appendix D. (Family and Medical Leave.)
- Illness or injury directly related to the employee's job less any amount paid by the State to the employee for time loss for the same period of time as described in Appendix E. (Workers' Compensation Insurance.)

If an employee knows in advance of a medical condition or procedure that will require the use of sick leave, the sick leave must be approved in advance by the employee's supervisor. In the event of an emergency, employees must notify their supervisor as soon as possible at the beginning of the period of illness or physical inability to work.

If an employee is absent due to an illness for three (3) or more consecutive workdays, the Chief of Police may require that the employee provide a statement from the employee's physician. This statement should include the nature of the illness or physical inability to work and the anticipated length of time the employee will be required to be away from work. A doctor's certificate showing fitness for duty may also be required upon the employee's return to work, depending on the individual circumstances.

SECTION 4. FUNERAL LEAVE. In the event of a funeral occurring in the immediate family of an employee, that employee shall be granted emergency leave not to exceed three (3) consecutive days if the funeral occurs within five hundred miles, and not to exceed five (5) consecutive days if the funeral occurs outside of a radius of five hundred miles. "Immediate family" is defined as grandfather, grandmother, father, mother, step relations, father-in-law, mother-in-law, brother, sister, spouse, child or grandchild, significant other and/or any relative living in the employee's household.

SECTION 5. FAMILY LEAVE. Family leave shall be administered in accordance with state and federal laws and as described in Appendix D. (Family and Medical Leave.) Employees shall be required to utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness or injury is involved) before any non-paid time off shall be utilized, all leave granted in accordance with state or federal laws whether paid or unpaid shall count against the 12 week periods and each shall run concurrently.

SECTION 6. MILITARY LEAVE. Military Leave shall be administered in accordance with state and federal law as described in Appendix F.

ARTICLE 12 - GROUP INSURANCE

SECTION 1. MEDICAL BENEFITS.
The Employer shall offer the following medical insurance plans for each bargaining unit employee:

i) AWC HealthFirst High Deductible (HRA/VEBA)
ii) AWC HealthFirst 500
iii) Kaiser Foundation HSA-Qualified High Deductible $1,500/$3,000 with $10/$20 prescription coverage (HRA/VEBA)
iv) Kaiser Foundation Traditional $500 Deductible with $10/$20 prescription coverage (HRA/VEBA as applicable)

Employer agrees to pay the full monthly premium for AWC HealthFirst High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. Employer shall contribute $125.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and $250.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings.

Employer agrees to pay the monthly premium for AWC HealthFirst 500 and Kaiser Traditional $500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus $125.00 for Employee Only coverage or $250.00 each month for Employee plus Spouse and/or Dependent coverage. Employee is responsible to pay any remaining monthly premium cost, if applicable. Employee's portion of the premium shall be deducted monthly. Where the Employer's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the Employee's HRA/VEBA account established for this purpose.

Eligible employees and/or their spouses/dependents may choose to opt out of Employer-provided health coverage and receive a monthly Employer contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the Employer. An Employee may only opt out if eligible for alternative insurance coverage as defined by the Employer's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of Employer-provided coverage. Eligible employees choosing to opt out shall make their requests in writing and will be approved by the Employer's human resources manager on a first-come/first-served basis until the limit is reached.

Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2020 plan year shall receive an additional Health Reimbursement Allowance (HRA) of up to $1,000 for Employee Only coverage or $2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2020 above the applicable deductible ($1,500 or $3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account. This section will automatically sunset on 12/31/2020

If the City provides the additional HRA allowance for non-represented employees in the 2020 plan year, then the City will extend the allowance in the same amount and manner in the respective year to the KPA-represented employees covered by this agreement.

SECTION 2. DENTAL and VISION BENEFITS. The employer agrees to pay, during the terms of this agreement, 100% of the premiums for Kaiser HMO or Kaiser PPO and VSP Vision.

SECTION 3. JOB-RELATED INOCULATIONS. The employer agrees to pay for job-related inoculations for employees covered by this contract. These inoculations include the Hepatitis B series, Hepatitis A, influenza, baseline TB testing, and others as approved by the Chief of Police.

SECTION 4. LIFE INSURANCE. The Employer agrees to provide at no cost to the employee, life insurance in the amount of ten thousand dollars ($10,000) for each employee.

ARTICLE 13 - VACANCIES AND PROMOTIONS

SECTION 1. BILLETS. The Employer and the Association agree that all vacancies and promotions to positions subject to Civil Service jurisdiction will be filled from an established Kelso Civil Service Commission eligibility list obtained by competitive examination. All vacancies, new positions, and promotions to new positions are to be filled as soon as possible after the occurrence of the vacancy.

SECTION 2. PROBATION. Newly hired and promoted employees shall serve a probationary period. All probationary periods commence on the effective date of appointment to the position.

An **entry-level** employee's probationary period shall end six (6) months after successful completion of the Field Training Officer (FTO) Program.

A **lateral-level** employee's probation shall end one (1) year from the hire date.

A **promotional** appointee's probation shall end six (6) months from the date of appointment.

These probationary periods may be extended for a maximum of ninety (90) additional days at the discretion of the Chief of Police.

The Employer shall have no responsibility to re-employ or continue the employment of probationary employees who have not been granted tenured Civil Service status. Such probationary employees may be disciplined or discharged without access to any appeal process established by the Agreement or by Civil Service.

A regular officer on **promotional** probation retains his/her Civil Service rights as a regular officer.

SECTION 3. LATERAL-LEVEL OFFICER SIGNING INCENTIVE

The Employer may offer a signing incentive of $5,000.00 to newly-hired lateral-level officers who have successfully completed their probation period. This provision shall expire on December 31st, 2020.

ARTICLE 14 - EDUCATIONAL INCENTIVE

SECTION 1. EDUCATION COMPENSATION. Employees who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule and conditions:

2-year degree equivalency	1%
2-year college degree	2%
4-year college degree	3%

To draw educational compensation pay, the employee's degree or equivalency must be in a field that is job-related as determined by the Chief of Police. Employees currently receiving educational compensation pay will continue to do so, but any additional credits that qualify the employee for a higher rate of educational compensation pay must be job-related as approved by the Chief of Police.

SECTION 2. TUITION AND BOOKS. The employer shall reimburse the employee for thirty-three and a third percent (33.3%) of the costs of job-related college courses completed by the employee during an approved course of study leading to a baccalaureate or master's degree from an accredited college or university. The maximum level of reimbursement per class or course will be based on current tuition charges for classes at Washington State supported colleges, universities or technical schools as determined by the Employer. This reimbursement pertains only to tuition and books. The employee must complete the course with a grade of the equivalent of 2.7 or better. The Chief of Police must approve the course of study as job-related. The Chief may approve a pass/fail graded course if it does not offer a letter grade and a pass will be accepted for reimbursement purposes.

If an employee who benefits under this section leaves the employ of the City other than by disability leave within four years from his date of employment, he will reimburse the City for any amounts received.

The employee will be reimbursed upon presentation of an official college transcript showing a 2.7 or equivalent or better, or passing grade if the course was an approved pass/fail course and a receipt for the course books. The Employer will reimburse the employee at the in-state resident student's rate or comparable rate of tuition during the next regularly scheduled pay period.

ARTICLE 15 - UNIFORMS AND EQUIPMENT

SECTION 1. UNIFORMS. At the time of hiring, the Employer will provide each new employee the following uniform and equipment items: 2 short-sleeved shirts, 2 long-sleeved shirts, 3 pairs of pants, 1 ballistic vest, 1 jacket, 1 tie, 1 cap, 1 complete set of "web gear" including pistol holster, 1 pair of handcuffs, and 1 expandable baton.

The Employer will also provide specialized uniforms and equipment as required for attendance at the Basic Law Enforcement Training Academy or Equivalency Academy. After successful completion of the probationary period, each employee will receive an annual allowance to perform regular uniform and equipment maintenance and replacement. This allowance will be paid in the Employer's normal January billing cycle. (Paid in February) During the year in which the Employee completes probation, the allowance will be prorated from the end of the first year of employment through the end of the current calendar year. Allowance - 2020 = $800.

Any employee who leaves the department without successfully completing the probationary period shall return all issued uniforms and equipment and is not eligible for uniform allowance. Any employee who leaves the department within 2 1/2 years of the date of hire shall return all issued items of uniforms and equipment to the Employer. Certain issued items of equipment (laser holsters, police radios, etc) remain the property of the Employer and must be returned upon termination of employment.

SECTION 2. UNIFORM CLEANING. The Employer shall provide cleaning for no more than one (1) uniform per week at a cleaning establishment chosen by the Employer.

SECTION 3. DAMAGED EQUIPMENT. The Employer shall replace or reimburse an officer for all items listed as issued in Section 1 above which are damaged or destroyed while the employee is performing duties to which he is assigned. The Chief of Police or his designee shall determine if the equipment was, in fact, damaged in the line of duty. The Employer may pro-rate the reimbursement of damaged items based on a "fair market value" standard if the item was not in new condition. If the employee disagrees with the allowance made, the employee shall be entitled to file a grievance for final determination of the allowability of the claim. If any person responsible for damage of the employee's equipment or clothing is required by any court to pay damages attributable to that individual's actions, the money will be paid to the officer to reimburse for expenses to the extent that he has not been reimbursed by the Employer.

SECTION 4. BALLISTIC VEST REPLACEMENT. The Employer agrees to replace ballistic vests at five-year intervals for all employees. The Employer will select, purchase and issue

the vest of its choice, provided, the vest shall be rated at least "3A" level of protection. If an employee wishes to order a vest that is more expensive than the vest provided by the City, the employee must reimburse the City for any actual additional cost.

ARTICLE 16 - RETIREMENT BENEFITS

All regular police officers and police sergeants shall be covered by the Law Enforcement and Fire Fighters Retirement System.

ARTICLE 17 - COPIES OF AGREEMENT

The Employer agrees to produce and supply a copy of this agreement to all employees during the term of this agreement.

ARTICLE 18 - PREVAILING RIGHTS

It is understood and agreed that certain rights and privileges have been prevailing and established by the conduct of the parties and those rights and privileges are included in this agreement and shall remain in full force and effect and be unchanged and unaffected by the terms of this agreement.

It is further agreed that all rules, regulations, and manuals that are inconsistent with this agreement are of no further force and effect and shall be modified accordingly. When necessary, all such documents shall be modified within ninety (90) days after the signing of this agreement.

ARTICLE 19 - ADDITIONAL NEGOTIATIONS

The parties to this agreement agree that all or part of this agreement may be opened for additional negotiations at any time upon the mutual consent of both parties.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A grievance is defined as a dispute between the Employer and the employees over the interpretation or application of any of the specific provisions of this agreement.

SECTION 2. All grievances must be resolved in accordance with the following procedures:

STEP I. All grievances shall, within ten (10) calendar days from the time the complaint arose or should have reasonably been known to exist, be referred in writing to the Chief of Police. The grievance memorandum shall set forth a description of the facts at issue, the contract section allegedly violated, and the remedy requested by the Association.

STEP II. If no response to the grievance is received within ten (10) calendar days, the grievance shall be presented within seven (7) calendar days in writing and to the City Manager. The City Manager shall respond to the grievance in writing within ten (10) calendar days.

STEP III.

A) If the grievance has not been resolved or the parties cannot reach an agreement, either party may, within ten (10) calendar days from the date upon which the City Manager's response was received or was due, refer the grievance to arbitration or the Civil Service Commission by notifying the other party of its intent to appeal the grievance. In the case of disciplinary actions, appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step II response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. The referral shall be in writing within seven (7) calendar clays of notification that the dispute is submitted for appeal, the Employer and the Association shall attempt to agree on an arbitrator. If no agreement on the arbitrator is reached, the Washington State Public Employment Relations Commission (PERC) shall be requested to submit a list of seven (7) qualified arbitrators from which the arbitrator shall be selected by the parties alternately striking from the panel until only one remains. First strike shall be determined by the toss of a coin between the Association president and the Chief of Police.

Expedited mediation/arbitration as specified below may be used by mutual agreement of the parties in place of conventional arbitration.

(1) The selected arbitrator shall first convene a mediation/conciliation meeting in which he/she shall endeavor to bring the parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Association and the Employer.
(2) Should no mediated settlement be possible, the arbitrator shall upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence shall be kept to a minimum. This informal hearing shall be concluded on the same day convened or the day following, if necessary.

B) The arbitrator shall be requested to render his or her decision within thirty (30) days after the close of the hearing. The arbitrator's decision shall be final and binding, provided that the arbitrator shall have no power to add to, detract from, alter or modify the terms of this agreement. Any decision rendered shall be within the scope of the agreement and shall not change any of its terms or conditions.
C) The power and authority of the arbitrator shall be strictly limited to determining the meaning and the interpretation of the express terms of the agreement as herein explicitly set forth. The arbitrator shall, in his decision, specify whether or not the decision is

retroactive, and the effective date thereof. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in another case.

D) The costs of the arbitrator shall be borne equally by the parties.

E) Time limits specified herein may be waived by mutual agreement in writing. Failure of the employer to respond within the prescribed or agreed time limits at any step shall entitle the Association to proceed to the next step. Failure of the Association to respond within the prescribed or agreed time limits shall constitute abandonment of the grievance.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

SECTION 1. INTERNAL DISCIPLINE. In matters of internal discipline, the Employer shall abide by its Internal Discipline Policy, attached as "Appendix C," and incorporated by reference herein.

SECTION 2. DISCHARGE FOR CAUSE. No employee shall be disciplined without just cause. Disciplinary sanctions shall be limited to oral reprimand, written reprimand, demotion, suspension, and discharge, or, with the agreement of the employee, an alternative form of disciplinary sanction. If the City has reason to discipline an employee, it shall be done in a manner least likely to embarrass the employee before other employees or the public.

SECTION 3. EXPUNGEMENT OF DISCIPLINE RECORDS. All records of formal discipline up to and including written reprimands will be expunged from the employee's personnel file after a period of three (3) years, thus this type of discipline is not grievable. However, the expungement or the non-grievability of this type of discipline does not apply to behavior involving criminal conduct or moral turpitude.

ARTICLE 22 - OFF-DUTY EMPLOYMENT

Employees may engage in outside employment during off-duty hours, provided such employment does not: interfere with the efficiency of law enforcement and public safety; conflict with the Employer's published policies and regulations; interfere with the employee's performance of regular police duties; or result in an unusual sick or absence record in the employee's primary police employment.

Because a possible conflict with law enforcement and the public safety mission may arise, no employee may engage in the following outside employment: work in a licensed gambling establishment, in a capacity serving alcohol, or with a bail bond service.

RTICLE 23 - DRUG-FREE WORKPLACE

The City and the Association recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of the employees. This Article establishes City programs and practices that promote and support a drug-free working environment and bring the City into compliance with the Drug-free Workplace Act of 1988.

Section 1. All Association supervisors will receive at least 60 minutes of training in the detection of drug and alcohol use and behaviors that may indicate substance abuse by an employee. All Association employees are expected to participate in detecting substance abuse in the workplace. Substance abuse training shall be provided by the City. Employees who are suspected of substance abuse due to physical and/or behavioral symptoms are subject to drug or alcohol testing and possible disciplinary action.

Section 2. All Association employees are expected and required to report for work in appropriate mental and physical condition. Association members will not have in their possession, outside of duty requirements, any narcotic or dangerous drug or controlled substance, whether on or off duty, except at the direction of a physician, dentist, or other medical authority for medicinal purposes.

Association employees who are directed by a competent medical authority to use such a narcotic, dangerous drug, or controlled substance must not use such medication to the extent that their performance may be affected while on duty. Association employees who are directed by a competent medical authority to use such a narcotic, dangerous drug, controlled substance, or prescribed drug while on duty, must submit a memo to their immediate supervisor identifying the type of medication taken and noting any probable side effects or limitations to duty that may result from the medication.

The supervisor must determine whether the employee may be allowed to perform regular duties, be assigned to limited duties, or placed on sick leave.

Section 3. Association employees will not consume alcohol or other intoxicants while on duty, nor will they be under the influence of alcohol or other intoxicants while on duty, or when reporting for regularly scheduled or planned work activities, unless consumption or the appearance thereof is specifically permitted while on special assignment. When called back for unscheduled or emergency duty, employees who have consumed alcohol or intoxicants will inform the notifying supervisor of such consumption, giving time, amount, and type of consumption. The notifying supervisor will make a determination as to whether or not the employee is fit for duty.

Section 4. If a supervisor has "reasonable suspicion" to believe that an employee is adversely affected by having used intoxicating drugs and/or beverages while on duty, that employee may, at the discretion of the supervisor, be required to submit to tests for drug or alcohol intoxication. Reasonable suspicion will be substantiated by another supervisor (officer-in-charge, Sergeant, or administrator) and shall comply to the following procedures.

Reasonable suspicion must be based on observable evidence, including, but not limited to the following:

- Observed alcohol or drug use during work hours or on City premises;
- Apparent physical state of impairment, as indicated by odor of alcohol, slurred speech, staggering walk, etc.;
- Incoherent mental state; such as disorientation, agitation, etc.

- Accidents, motor vehicle offenses, fights, assaults, and flagrant violations of established safety, security, or other operating procedures during work hours, or when otherwise representing the City.

Section 5. Association employees and the Employer agree that any employee who becomes involved in an accident or incident affecting persons or property while on duty, a supervisor with the rank of Sergeant or higher will determine by reasonable suspicion whether or not an alcohol and/or drug test is appropriate. Post-accident/incident and reasonable suspicion testing may be subject to, but not limited to, the following circumstances;

- After any accident or incident involving injuries or death, the discharge of a firearm while on-duty, or vehicular accidents involving City owned vehicles.

Association employees may volunteer at any time to be tested for drugs or alcohol involving any post-accident or incident. All costs accrued for drug and alcohol testing shall be paid by the Employer.

Section 6. The Association and the Employer agree that after reasonable suspicion has been substantiated according to the criteria set forth in. Section 5 and 6, any employee that is asked by a Supervisor, with a rank of Sergeant or higher, to submit to alcohol or drug testing, he/she will be informed by the Supervisor of the reasons for the testing, within 72 hours, and that refusal to submit to alcohol and drug testing shall constitute insubordination, and is grounds for disciplinary action, up to and including discharge. Association employees shall be afforded the opportunity to consult with an Association Representative and/or Association Attorney, as long as the request does not cause unreasonable delay (30 minutes). Written reasonable suspicion will be given to the employee within 72 hours.

Section 7. All Supervisors who observe evidence suggesting that a substance test is necessary will write a separate report of the incident and forward the complete report through the chain of command. The report shall document the justification for reasonable suspicion, the extent of the employee's impairment, statements made, witnesses and their statements.

If documentation of reasonable suspicion and test data confirm substance usage that results in discipline, the report shall remain in the employee's personnel file no more than three years. If a substance test result is negative and no discipline results from the incident, a copy of the report shall be given to the employee.

Section 8. The Association and the Employer agree that all drug testing and procedures for post-accident/incidents, shall be performed by a Supervisor of the rank of Sergeant or higher, and shall be conducted on a certified breath testing device or blood drawn by a certified medical professional.

Any employee who voluntarily submits to, or is required to submit to alcohol and drug testing shall be tested within a reasonable period of time and make available the test results to the Employer.

Section 9. The Employer is committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The Employer will provide information to employees on available drug/alcohol counseling and rehabilitation programs.

Section 10. Drug testing will be conducted by an appropriately certified lab. Testing may be conducted for any or all of the following drugs or their metabolites:

Amphetamines	Cannabinoids	Alcohol	Barbiturate
Methamphetamines	Opiates	Phencyclidine	Methadone
Benzodiazepines	Propoxyphene	Methaqualone	Cocaine

Initial screening of urine samples will be performed by immunoassay.–The testing facility will report all results directly to the City's Medical Review Officer (MRO) – a licensed physician with knowledge of substance abuse disorders. A final review of test results will be made by the designated MRO. This review will provide an opportunity for employees to discuss positive test results. The MRO will review any available medical records to determine if a confirmed positive test resulted from something other than prohibited use. If the MRO is unable to reach the employee directly, after using all reasonable efforts, the MRO will contact the City's designated authorized representative. The City's authorized representative will ask the employee to contact the MRO. If the employee fails to present information affecting the result of the drug test, or if the employee refuses to speak with the MRO, the MRO will verify a positive test result-and will report this to the City's authorized representative.

The MRO will inform the employee at the time the test result is verified that he/she may request a sample of the original specimen be provided to the original or another equally certified/accredited laboratory for re-testing. If an employee wishes the sample to be re-tested, he/she must confirm the request within 72 hours of notification by the MRO. The employee will be responsible for all costs associated with the additional test. The City may require that payment for the additional test be deducted from the employee's pay.

Section 11. For the purposes of this Article, the following is a definition of terms:

Employee: All Kelso Police Association members.

Drug Free Workplace: Absence of (1) unauthorized controlled substances and (2) inappropriate use of drugs and/or alcohol.

Controlled Substances: Any chemical substances, alcohol or drugs listed in any controlled substances acts or regulations applicable under federal, state, or local laws, including marijuana.

Drugs: All prescription and over-the-counter medications that are not controlled substances.

On Duty: An employee is considered "on duty" whenever he/she is on city property conducting city business during the employee's scheduled work shift.

Under the Influence: An employee Is considered to be "under the influence" if he/she has any measurable or detectable levels of drugs, controlled substances, or alcohol in his/her system, and/or his/her normal physical, mental abilities and/or faculties have been affected by such substances.

Substance Abuse: The use of drugs or controlled substances and/or misuse of alcohol in violation of this Article or any federal or state law.

Supervisor: Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

Reasonable Suspicion: The quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the individual is or has been using drugs while on-or-off duty.

ARTICLE 24 - TERM, SEPARABILITY, CONSTRUCTION, AND DURATION OF AGREEMENT

SECTION 1. SEPARABILITY CLAUSE. The provisions of this agreement are deemed to be separate to the extent that if and when a court or administrative tribunal judges any provision of this agreement in its application between the Employer and the Association to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions shall continue in full force and effect, provided however, that in the event any provision or provisions are so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating any agreement on the provision or provisions so invalidated; provided further, that if the parties fail to reach such an agreement, this contract and the remaining provisions thereof shall be and remain in full force and effect. If the judicial or administrative adjudication that any provision of this agreement is in conflict with any law is thereafter reversed, such provision shall, be reinstated with full force and effect from the effective date of such reversal.

SECTION 2. HEADINGS NOT BINDING. The section and paragraph headings used in this agreement were inserted for convenience only, and shall have no bearing on the construction or meaning of this agreement.

SECTION 3. TERM OF THE AGREEMENT. UNLESS OTHERWISE PROVIDED, this agreement shall be from January 1, 2020 to December 31, 2020 and shall remain in full force and effect until a new contract is negotiated.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS

16th DAY OF June, 2020.

CITY OF KELSO

BY: Nancy Malone

Mayor

BY: _____

City Manager

KELSO POLICE ASSOCIATION

BY: _____

President

BY: _____

Member

Attested To Form:

BY: Jameson Parker

City Attorney

APPENDIX A. ASSOCIATION DUES DEDUCTION AUTHORIZATION

I acknowledge that I elect to join the Kelso Police Association within thirty (30) days of my first employment. I authorize and request the Employer to deduct from my pay during the life of the current agreement between the Employer and the Association, the regular initiation fee and regular monthly dues, and to forward these amounts to the Kelso Police Association.

This assignment shall remain in effect during the term of the current agreement or any extension thereof, so long as I remain an employee of the City of Kelso.

Print Name: _____

Signature: _____

Street Address: _____

City: _____

State: _____

Date of signature: _____

Date of hire: _____

APPENDIX B BASE SALARY SCHEDULE

Effective January 1, 2020, the following monthly base salary schedule shall apply:
(TWO AND ONE-HALF PERCENT (2.5%) INCREASE OVER 2019 SALARY)

Class	Position Title	Entry 80%	1 Year 85%	2 Year 90%	3 Year 95%	4 Year Control	Merit	
P16	Sergeant	5970	6344	6717	7090	7463	7835	
P12	Police Officer	5281	5611	5941	6271	6601		
P12	Police Officer Training	5203	5528	5854	6179	6504		

Employees covered by this agreement shall receive step increases on the anniversary date of employment or on the anniversary date of promotion to a higher rank.

A newly hired employee will be deemed to be in a "training status" from the employee's hiring date until such time as the employee successfully completes the Field Training Program as determined by the Chief of Police. For that period, the employee shall receive pay at a 1.5% reduction of the employee's initial hiring base wage.

APPENDIX C. INTERNAL DISCIPLINE POLICY

Properly administered internal discipline within the Kelso Police Department is necessary to fulfill our law enforcement mission and to achieve the high morale that can only derive from the respect of a community that has confidence in the responsibility of their police. It is therefore necessary to implement a procedure wherein the public will be assured of a thorough inquiry into complaints against the integrity or official acts of police employees, which will provide the factual basis for fair and reasoned personnel action and which will protect those same employees from false or, frivolous complaints.

COMPLAINTS - SUFFICIENCY INITIATION - REVIEW

Sufficiency of a Complaint

A) Any complaint that is based upon a disagreement in judgment, attitude, or other concern of a supervisory nature will be resolved by review via the chain of command.
B) A complaint that an employee has violated a law or a department regulation, which is supported by reasonable cause to believe that the violation may have occurred as alleged is a complaint sufficient for investigation and may be addressed by either supervisory review or an internal investigation depending upon the totality of the circumstances disclosed on the face of the complaint.
C) Whenever a Kelso Police Officer or Reserve Officer either kills or gravely injures another person in the line of duty, an internal investigation will be immediately initiated to ascertain the facts thereof.

Initiation of a Complaint

A) The process of receiving and investigating complaints against employees will be initiated by the completion of a complaint in the format specified by the Chief of Police or his designee.

Complaints may be received from:

A) Any person may initiate a complaint against an employee by completing the statement form available from the supervisor or commander of the employee against whom the complaint is made, or from the Chief of Police. Any person who wishes to file a complaint will be provided full access to the complaint process and will not be intentionally intimidated or discouraged from proceeding.
B) Employees must report known violations of law or department policies, rules, and regulations by other department employees. Such reports will be made on the statement form and be accompanied by all available supportive material.
C) Anonymous complaints will be received and will be immediately reported on the statement form as completely as possible. Although anonymous complaints will necessarily be given less weight than those made by identified sources, they cannot be

ignored and must be reviewed for sufficiency and acted upon where found to be sufficient.

D) All completed complaint forms, regardless of source, will be placed in an envelope, immediately sealed by the complainant or employee receiving the complaint, and referred to the Division Commander of the subject employee for preliminary review. Unless the complaint alleges criminal conduct, or the complaint is from another employee of the Department, the subject employee will be provided with a copy of the complaint within a reasonable time after the Chief of Police is made aware of the complaint.

Review of a Complaint

The Division Commander of the subject employee will review the complaint for sufficiency and will either refer it to the employee's supervisor for review via chain of command for consideration its sufficiency as the basis of an internal investigation.

INVESTIGATION - CHAIN OF COMMAND REVIEW – INTERNAL

Chain of Command Review (Supervisory Inquiry)

A) The purpose of a supervisory inquiry will be to determine the facts of apparent or alleged conduct by an employee that affects the efficient performance of duty and/or the efficient functioning of the department. Such inquiries are to be instructive and/or corrective in nature and will be:

1. Sufficiently thorough to collect all relevant facts.
2. Brought to a timely conclusion without unwarranted delay.
3. Discussed with the employee who is the subject of the inquiry.

B) If the facts and/or discussion are such as to relieve any supervisory concern, the matter will be dismissed with no department record thereof being further maintained.

C) If the facts and/or discussion are such as to establish a basis for further supervisory concern, the matter will be acted upon according to:

1. The prior discipline history of the employee.
2. The severity of the circumstances.

D) The supervisor's authority to initiate and implement disciplinary action in response to complaints subject to chain of command review is limited to:

1. Verbal admonishment.
2. Written reprimand.
3. Temporary suspension.

E) The disciplined employee may appeal a written reprimand or suspension to the next successive level of command and in no event shall a written entry in an employee's personnel file be made without the approval of the Chief of Police.

INVESTIGATIVE BODY - GENERAL INVESTIGATION RESPONSIBILITIES - OTHER DUTIES

General Investigative Responsibilities

Upon receipt of an order from the Chief of Police to conduct an internal investigation, his designee will:

A) Select and assign officers to conduct the investigation with special attention to their training, experience, and current assignment.
B) Monitor and direct each investigation's progress to a competent conclusion in accordance with all existing laws, regulations, policies and procedures, and current bargaining agreement.
C) Prepare a written report of the completed investigation including all available statements and evidence to support a finding.
D) Present the Chief of Police with the completed investigative report, supporting documentation, and recommend finding(s) for disposition that are supported by the evidence developed from the investigation.
E) The employee's direct supervisor will not be selected to conduct an internal investigation.
F) The Investigative Body will be availed of the services of the City Attorney throughout the conduct of the internal investigations.

CONDUCT OF INTERNAL INVESTIGATIONS

Investigations are to be conducted in an impartial manner with neither favoritism nor prejudice to any party, in order to objectively determine whether a complaint is supported by the facts. All employees are required to completely cooperate in an internal investigation.

The Requirements of the Garrity Rule:

Garrity requires that before a law enforcement agency disciplines an officer for refusing to answer questions, the agency must:

A) Order the officer to answer questions,

B) Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty,
C) Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
D) Advise the officer that the refusal to answer appropriate questions may result in discipline for insubordination.

Interviews of Employees

If the employee is or becomes suspected of a criminal violation, the internal investigation as such will cease and an investigation of criminal conduct will proceed. The employee will thereupon be advised of his constitutional rights and afforded immediate opportunity to obtain counsel before being asked to give a statement regarding his actions. Invocation of any constitutional right by an employee having been advised thereof shall not be regarded as failure to cooperate in the internal investigation.

A) In all investigations of suspected violations of department regulations wherein criminal charges are not contemplated, the employee to be interviewed will be advised at the start of the interview in writing of:

1. The nature of the investigation.
2. His part (suspect, witness, other) in the investigation as it is then known to the investigators. That the employee has the right to a reasonable delay in the commencement of the interview, for the purpose of obtaining the employee's Association representative.
3. That a failure to fully cooperate by truthfully answering of all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include discharge from the department.
4. That if the employee who is the subject of an internal investigation believes that the investigation may result in discipline, the employee may request and obtain the presence of an Association representative or Association attorney during the investigatory interview. Failure to obtain a union representative is not an acceptable basis for unreasonably delaying an investigative interview.
5. That he has the right to name witnesses to be interviewed by the investigating officers.
6. That either party may request to audio record all interviews.
7. That he has the right to reasonable breaks during the interview.
8. That statements made to the investigator during an internal investigation:
    a. Will become part of the investigative file for the use of the Chief of Police only and be subject to all legal protection available as a private, confidential and privileged communication; and
    b. Will not be related by the investigator to other witnesses / interviewees not involved in the internal investigation; and
    c. Will not be communicated to any person by the witness / interviewee except to his union representative.

d. That the referral of the summary of facts and findings to the subject employee's supervisor, commander and supervisor shall not constitute a breach of any privilege, privacy or confidentiality.
e. That should the subject employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given and persons involved in the internal investigation may be asked by the department or the subject employee to give shown testimony regarding their involvement in the investigation.
f. That the investigation must be completed within 30 days of its initiation, unless it is deemed unreasonable by the Chief of Police to conclude within that time.

Relief from Duty Pending or During Investigation

A) When a complaint against an employee contains an allegation of serious malfeasance, misfeasance or criminal activity which is supported by reasonable cause to believe that it might be substantiated, an immediate temporary relief from duty may be ordered in the best interests of either the employee or the department and the employee will:

1. Be relieved of duty by a supervisory or command officer and ordered to report to the Chief of Police or his designee on the next business day at 1100 hours.
2. The Chief of Police will thereafter authorize a continuation of the temporary relief from duty, order suspension or order the employee's return to duty. An employee on temporary relief from duty will be compensated at the employee's regular rate of salary.

B) Whenever an employee is arrested by this department, he will thereupon be suspended until a court disposition is reached.

1. An employee suspended from duty will not receive compensation unless the employee is subsequently exonerated, at which time he will be reimbursed at the employee's regular rate of salary.

C) In the event of an employee's arrest by another law enforcement agency, a concurrent investigation will be made by this department and a decision upon whether or not to temporarily relieve or suspend the employee until a court decision is reached will be made by the Chief of Police in consideration of the facts determined by the departmental inquiry.

D) In lieu of temporary relief from duty or suspension, and depending upon the particular circumstances or any incident or complaint under investigation, the Chief of Police may temporarily reassign an employee to alternative police duties within the department with no change in pay.

E) If the Department decides to suspend without pay or terminate an employee, the Employer shall first provide notice and a hearing prior to the suspension or

termination. The hearing will provide the employee, at a minimum, a chance to respond to the allegation supporting the suspension or termination.

DISPOSITION OF AN INVESTIGATION - DISCIPLINARY ACTION

Determination

A) The Chief of Police will review the completed investigation, consider the recommended finding(s) of the Investigative Body, and make a final determination based upon the facts of the case as to whether the complaint is:

1. Unfounded – the complaint was false or not factual.
2. Non-sustained – there is insufficient evidence to either prove or disprove the allegation.
3. Sustained – the allegation is supported by sufficient evidence.
4. Other misconduct – the evidence supports findings of violations other than those alleged in the original complaint.

B) If the Chief of Police determines that the complaint is either unfounded, not-sustained or that the alleged conduct occurred but was lawful and proper, the employee shall be exonerated.

C) If the Chief of Police determines that the complaint was sustained or that other misconduct was disclosed by the investigation, appropriate disciplinary or other personnel action may be taken.

D) If a complaint is determined to be false and the evidence indicates that it was made in an attempt to wrongfully damage the employee, the employee will be provided with all lawful assistance, consistent with city and departmental policy I procedure / regulation, in his pursuit of civil redress against the complainant.

Disciplinary Action - Recommendation - Imposition - Notice

Upon determination of a sustained or other misconduct disposition, the Chief of Police will:

A) Refer the summary of facts and finding(s) of the investigation to the employee's respective supervisor for a recommendation of disciplinary action. That recommendation is to be initiated by the employee's commander, and forwarded to the supervisor for final recommendation to the Chief of Police.

B) Decide upon an appropriate level of disciplinary action in consideration of the seriousness of the violation, the recommendations of the employee's supervisors and commanders, the employee's past record of conduct and performance, individual circumstances, and past practice in similar incidents.

C) Enter the finding(s) and notice of disciplinary action in the employee's personnel file.

D) Notify the employee of the disciplinary action in writing and require his endorsement of receipt.

E) Advise the employee of the available appeal process in writing and the time limited thereupon.

F) Circulate copies of the notice to the Secretary-Chief Examiner of the Civil Service Commission and the City Manager.

G) In the event of an internal investigation has resulted in a criminal charge against an employee being filed by the City of Kelso or being presented by this department to the County Prosecutor for filing, the employee may be subject to disciplinary action up to and including termination upon:

1. Being found guilty following the completion of a misdemeanor trial; or
2. Being found guilty following the completion of a misdemeanor trial, unless additional evidence produced at trial causes the findings of the internal investigation to be reconsidered; or
3. The filing of a felony charge by the prosecuting attorney.

H) Should a criminal charge be filed against an employee by another jurisdiction or law enforcement agency, the findings of this department's concurrent investigation will determine whether or not any disciplinary or other personnel action will be taken by this department.

In cases of termination the employee is entitled to an in-person hearing as part of due process. The hearing will be conducted by the Chief of Police or his designee.

EXTRA-DEPARTMENTAL COMMUNICATIONS

Response to extra-departmental inquiries regarding discipline will be made according to the following limitations:

A) If an employee is subjected to disciplinary action of lesser severity than termination, no response will be made.

B) If an employee is terminated for other than being charged or convicted of a crime, response will be limited to the information contained in the executive order of termination.

C) If an employee is terminated for being charged or convicted of a crime, response may be made and must be in accord with Bar-Bench-Press Principles and Guidelines and the Washington Records Privacy Act (Chapter 10.97).

APPENDIX D. FAMILY AND MEDICAL LEAVE

Employees who have been employed by the City for at least one year and who have worked at least 1250 hours during the prior 12 months, are entitled to 12 work weeks of unpaid leave during any 12-month period. The twelve (12) month period is defined as a "rolling twelve (12) months" which starts on the first day on which the employee takes an FMLA leave, and continues for twelve (12) months from that date. FMLA can be taken for one or more of the following reasons:

1. To care for the employee's newborn, newly adopted child, or newly placed foster child.

2. To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of his or her position.

3. To care for the employee's spouse, registered domestic partner, child or parent who has a serious health condition. A "child" includes biological, adopted, foster, and step children under the age of 18, or children 18 or older if the older child is incapable of self-care because of a mental or physical disability.

4. For a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to active duty. Qualifying exigencies are generally activities related to the active duty or call of duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

5. An eligible employee may also take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for an injured service member who is the employee's spouse, registered domestic partner, parent, child or next of kin. A covered service member is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member may also be a veteran who was a member of the Armed Forces any time during the five years preceding his/her need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the twelve (12) month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed twenty-six (26) weeks in the applicable leave year.

A "serious health condition" is generally defined as an illness, injury, impairment, or physical or mental condition that involves inpatient hospital care or continuing treatment by a health care provider. Legal guidelines defining a serious health condition contain examples and much more detail than can be provided here. If you have questions or need additional information, please see the City Manager.

If both a husband and wife are employed by the City, they are together entitled to a total combined leave of 12 work weeks in 12 months if the leave is taken for the birth or adoption of a child, of a foster child, or to care for a parent. Family leave for birth or adoption must be completed within 12 months of the date of the birth or placement for adoption.

Generally, employees are required to use any available paid vacation, comp time, and sick leave as part of the 12-week leave. However, in the case of leave due to birth or adoption (#1 and #2 above), an employee may choose, but is not required to use available paid sick leave prior to taking the leave without pay.

If the leave is foreseeable, the employee must advise his / her Department Head, in writing, at least 30 days in advance of the anticipated starting date of the leave and make a reasonable effort to schedule the leave or required treatments so as not to unduly disrupt operations.

Employees requesting leave for medical reasons must provide certification of a serious health condition from a physician or licensed health care provider. The certification must include the date on which the serious health condition in question began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is unable to perform his or her job functions, or a statement that the employee is needed to care for a spouse, parent, or child, along with an estimate of the time required. The City may require employees to obtain a second opinion. Second opinions will be paid for by the City.

Employees who return from family leave will be reinstated to the same position held when the leave commenced or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Vacation and sick leave benefits will not accrue during the leave if the leave is longer than 20 consecutive days. An employee on leave will not lose any benefits which accrued before the start of the leave, except for benefits which are used as part of the leave, as noted above.

During the leave, the City will maintain coverage under the group health plan at the same level and under the same conditions as if the employee had continued in employment. If the employee does not return to work after conclusion of family leave, he or she may be responsible for reimbursing the City for any premiums paid during the leave period.

Required premium payments, if any, must be made by the employee no later than the first of the month for coverage for that month. If payment is not received within 30 days, coverage may be canceled.

If an employee allows coverage under the group health plan to lapse, the employee will be reinstated to the plan upon returning from the leave without having to satisfy waiting periods.

Family leave to care for a spouse, child, parent, or self may be intermittent if medically necessary. Leave for birth or adoption may not be intermittent.

All time off that meets the criteria described above, including time off because of on-the-job injuries (Workers' Compensation), will be classified as Family and Medical Leave.

APPENDIX E. WORKERS' COMPENSATION INSURANCE

All employees are covered while on the job by Workers' Compensation Insurance. This insurance provides coverage for you if you suffer an occupational illness or injury at work. Eligibility and payments for medical expenses and lost time are determined by state law. The City pays the entire premium for workers compensation insurance.

Employees may use accumulated sick leave to make up the difference between the employee's regular salary or wage and the amount of time loss payments received from the State Department of Labor and Industries. It is the employee's responsibility to inform the city Finance Department if he/she has received a time loss payment from the Department of Labor and Industries (L&I).

APPENDIX F. MILITARY LEAVE

Employees who are ordered to attend annual military reserve training or other short-term active military duty shall be entitled to up to twenty-one (21) workdays per year or any greater period required by law, for performing ordered active duty training or active duty.

This shall be in addition to any vacation or sick leave to which the employee is otherwise entitled. Employees must provide a copy of their military orders upon request.

Reservists are entitled to re-employment as provided under federal and state law.

In the event an employee volunteers (rather than being ordered) to participate in a military training opportunity, the time may be treated as either discretionary leave (vacation, comp time, floating holiday) or as a leave of absence by the City.

An employee who enters the state or federal armed services for an extended tour of duty is eligible for an extended military leave of absence, which may continue for up to five years, unless otherwise provided under state or federal law. Employees will receive all accrued vacation pay when their extended military leave begins. Any insurance benefits will end on the last day of the month in which the extended military leave begins. An employee who leaves work to serve in the military is entitled to reemployment as provided under state and federal laws.

The City will continue group medical insurance for employees on military leaves of absence until the first of the month following 30 days. After that time, employees may continue their health insurance at their own expense through the COBRA continuation program. Contact the Finance Director for more information about this program.

APPENDIX G. CANINE HANDLER AGREEMENT

Any Association member selected to be a canine officer will be afforded additional accommodations and benefits as part of their assigned duties. The canine officer will primarily be assigned to the patrol division. The canine is to be housed at the officer's residence and the officer will be required to perform certain additional responsibilities to maintain the canine. Canine maintenance shall include, but is not limited to, providing food, water, shelter, exercise and monitor the canine's health and safety. The purpose of this agreement is to specify compensation and responsibilities the officer will have for canine maintenance duties and the assignment of a department vehicle.

1. As additional compensation for the normal and customary care of the canine, at the discretion of the canine handler, the officer will receive either ten hours compensatory time or ten hours of pay, per month, calculated at the overtime rate of the officer's current rate of pay. If the canine handler's actual time spent on the normal and customary care of the canine exceeds ten hours per pay period, the canine handler shall inform the Chief, or his designee, in writing, specifying the reasons, as soon as practicable to do so. Additional time spent by the handler in excess of the ten hours per pay period will be paid in the same manner as described above based on approval of the Chief or his designee.

2. Based on the needs of the department and the community, the City and the Kelso Police Association both agree to explore an alternate work schedule, other than what is described in Article 5 of the current labor agreement between the City and Kelso Police Association.

3. While the canine officer is on scheduled days off or on vacation and is still able to maintain and care for the canine during that leave, he/she will continue to accrue the additional compensation listed in section one (1) of this agreement.

4. When the canine officer is away from his regular assignment at training or on vacation and not able to care for the canine, the canine may be kept at the officer's home and maintained by their family or at the home of another department employee for no compensation or boarded at a kennel approved by the City and at the expense of the City.

5. The City will pay the cost of maintaining the canine to include supplies such as food, medical expenses and equipment as deemed necessary by the Chief or their designee. Such costs will be charged to the City and the officer will provide documentation for the expense on a form acceptable to the City.

6. The officer will be provided a department vehicle to transport the canine to and from work and for use while at work. Officer will be responsible for adhering to the department's vehicle use policy.

7. The canine is at all times the property of the City. Upon re-assignment, the officer must relinquish possession of the canine unless otherwise agreed to in writing by the parties of this agreement. The officer will be responsible for adhering to the department's canine policy.