LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE ASSOCIATION

REPRESENTING

POLICE RECORDS SPECIALISTS

JANUARY 1, 2020 – DECEMBER 31, 2020

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NOTE: As referenced in this agreement, City of Kelso Handbook* refers to the City of Kelso Employee Handbook as it exists at the time of the signing of this contract.

AGREEMENT BETWEEN

CITY OF KELSO

AND

KELSO POLICE ASSOCIATION

REPRESENTING POLICE RECORDS SPECIALISTS

Jan 1, 2020 Through Dec 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 Records Specialists, including the position of "Records Specialist/Evidence Clerk."

## 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)

A) The right to determine its mission, policies, and to set forth all standards of service offered to the Public.
B) To plan, direct, control, and determine the operations or services to be conducted by employees of the Employer;

C) 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;

D) To direct the working forces;

E) To determine the need for educational courses, training programs, on-the-job training and cross training;

F) To recruit, hire, promote, fill vacancies, transfer, assign and retain employees subject to Civil Service Rules and Regulations;

G) To discipline, suspend, demote, or discharge employees for just cause;

H) To lay-off or relieve employees due to lack of work or funds;

I) To classify jobs and determine the duties to be performed by employees in classifications included in the bargaining unit;

J) To make, publish, and enforce rules and regulations for the efficient operation of the Department;

K) To determine shift business hours and to schedule work;

L) To determine performance standards, including assessment of employees' ability to perform the job;

M) To introduce new or improved methods, equipment, or facilities;

N) To contract out for goods and non-bargaining unit services;

O) To control the Police Department budget;

P) 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

SECTION1, 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 Union postings orderly and neat in appearance.

SECTION 2. ASSOCIATION OFFICIAL'S 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. The work period for employees shall be forty (40) hours in one calendar week starting on Sunday and ending on Sunday. All time worked in excess of one work period will be paid at the rate of time and one-half (1.5) of the employee's base pay computed on the basis of two thousand eighty (2080) hours divided into the employee's yearly base pay. The employee has the option of being compensated in overtime pay or accruing one and one-half hours (1.5) of compensatory time off for every hour worked in excess of the forty (40) hour work week.

Compensatory time shall not accumulate to a total amount greater than twenty-four (24) hours. If the maximum is exceeded in any month, those excess hours shall be cashed out at the next regular pay period.

SECTION 2. 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 1 above.

SECTION 3. 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 two and one-half (2.5) hours of overtime pay.

SECTION 4. SENIORITY. Employees will receive seniority status based on their respective hiring dates with the Kelso Police Department. Seniority will be considered in shift assignments where it does not interfere with the City's needs for minimum required staffing.

## ARTICLE 6 – SALARIES

Effective January 1, 2020, the salaries and annual adjustments contained in Appendix "B" and incorporated hereto shall be the base salary rates for this agreement.

## ARTICLE 7 – 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 of service | 2% of base salary |
| After 10 years of service | 4% of base salary |
| After 15 years of service | 6% of base salary |
| After 20 years of service | 8% of base salary |

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

| | |
|---|---|
| After 5 years of service | 2% of base salary |
| After 10 years of service | 4% 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 8 - HOLIDAYS

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

| | |
|---|---|
| New Years Day | January 1 |
| Martin Luther King Day | 3rd Monday in January |
| Presidents' Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | 4th Friday in November |
| Christmas Day | December 25 |
| Floating Holiday | Employee's Discretion |

Floating Holidays: Two (2) per year used at employee's discretion.

Floating holidays 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, only one (1) floating holiday shall be credited to an employee in his or her first year of employment."

Any holiday falling on a Saturday will be observed on the preceding Friday. Any holiday falling on a Sunday will be observed on the following Monday.

SECTION 2. HOLIDAY PROVISION. Employees shall receive pay for the holidays listed above. All work performed on any of the above holidays shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for the actual hours worked in addition to the credited pay for the day.

## ARTICLE 9 – VACATIONS

SECTION. 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 which has been credited to them and may not "borrow" from future vacation.

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

Employees shall accrue vacation leave in accordance with the schedule below:

| | | |
|---|---|---|
| Date of hire through 4 years of 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 |

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.

## ARTICLE 10 – LEAVES

SECTION 1. SICK LEAVE. . Employees shall accrue sick leave at a rate of eight (8) hours for each completed month of service up to the maximum accumulations listed below.

PERS 2 employees shall have the options of accumulating sick leave to a total of seven hundred twenty (720) hours or to a total of one thousand eight (1,008) hours. Employees must commit in writing which option they choose during the first two weeks of January following their accumulation of seven hundred twenty (720) 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 seven hundred twenty (720) hours or one thousand eight (1,008) hours, if eligible, shall be allowed to trade each block of twenty-four (24) hours accrued beyond the maximum for either eight (8) hours of annual leave or eight (8) hours pay, at the employee's discretion.

This sick leave buy-back will be exercised each year during the first two (2) weeks in January. Hours less than twenty-four (24) accrued in excess of those evenly divisible by eight (8) 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. Sick leave is only to be used for the following reasons:

A) Illness or injury to the employee.
B) Exposure to a contagious disease which would jeopardize the health of the employee or those around him.
C) Illness or injury to the employee's immediate family which requires the attendance of the employee. (See section 5.2 (B) of the City of Kelso Handbook * for the definition of "immediate family".)
D) Birth of a child to the employee or the wife of an employee as provided in Section 5 (Family and Medical Leave) of the City of Kelso Handbook*.
E) 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 the City of Kelso Handbook 5.2; 4.10).

If an employee knows in advance of a medical condition or procedure which 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 work days, 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. (See section 5 – Family and Medical Leave.) 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.

Employees may receive up to three (3) days of bereavement leave in the event of the death of a member of an employee's immediate family. Bereavement leave will not be deducted from vacation or sick leave balances. "Immediate family" is defined as the employee's husband, wife, registered domestic partner, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, or granddaughter.

Employees may receive one (1) day of bereavement leave in the event of the death of an employee's close relative. A "close relative" is defined as the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

SECTION 5. FAMILY LEAVE. Family leave shall be administered in accordance with state and federal laws and in conformance with Family and Medical Leave – City of Kelso Handbook. Employees shall be required to utilize accrued time off (vacation, personal or compensatory time off, and sick leave if a sickness or injury is involved) before and 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 weeks periods and each shall run concurrently.

## ARTICLE 11 – GROUP INSURANCE

SECTION 1. MEDICAL INSURANCE.

A) Effective January 1, 2020, Employer shall offer the following medical insurance plans for each bargaining unit employee:

i) AWC Health First High Deductible (HRA/VEBA)

ii) AWC Health First 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)

B) Employer agrees to pay the monthly premium for AWC HealthFirst High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents in accordance with the provisions of Article 11, Section 1 (G) below. 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.

C) 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.

D) 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.

E) 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, except as provided in Article 11, Section 1 (F),

F) If the City provides the additional HRA allowance described in Article 11, Section 1 (E) above for non-represented employees in the 2020 plan year, then the City will extend the allowance in the same amount and manner to employees in the KPA Records Specialists Unit.

G) For the 2020 plan year, Employer agrees to pay the increase in the health insurance premium from the prior year in the High Deductible plans described in this section up to five percent (5%). Premium increases greater than five percent (5%) up to ten percent (10%) shall be paid by the Employee. The Employer shall pay the increase above ten percent (10%). In the event the increase is greater than ten percent (10%) in the 2020 plan year, both the Employer and the Association will have the option to reopen the medical insurance provisions of this contract upon written notice to either party.

H) Upon the effective date of the "Cadillac Tax" provisions of the Patient Protection and Affordable Care Act (PPACA) in any given plan year, during such open enrollment periods (including the open enrollment period immediately prior to the initial effective date of the Cadillac Tax provision) Employees shall select plan options and/or incentives which do not exceed the Cadillac Tax thresholds.

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 Dental and VSP Vision plans for all employees and their dependents.

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 series, 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 12 – 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 employees shall serve a one (1) years probationary period. The Employer shall have no responsibility to re-employ or continue the employment of probationary employees. Probationary employees may be disciplined or discharged without access to any appeal procedures established by the Agreement or by Civil Service. This probationary period may be extended for a maximum of ninety (90) additional days.

## ARTICLE 13 – EDUCATIONAL INCENTIVE

SECTION 1. EDUCATIONAL COMPENSATION. Employees who posses or obtain college education shall receive education inventive pay according to the following schedule:

| | |
|---|---|
| 2 year college degree | $50 per month |

For an employee hired after January 1, 1989, 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.

## ARTICLE 14 – EVIDENCE CLERK INCENTIVE PAY

Employees placed in the position of "Records Clerk/Evidence Clerk" shall receive incentive pay of one hundred ($100) dollars per month in addition to their base pay.

## ARTICLE 15 – RETIREMENT BENEFITS

Police Records Specialist will be covered by the Public Employee's Retirement System.

## ARTICLE 16 – COPIES OF AGREEMENT

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

## ARTICLE 17 – 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 right 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 18. 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 19 – 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 specific provisions of this agreement.

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

STEP 1. 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 2. 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 to the City Manager. The City Manager shall respond to the grievance in writing within ten (10) calendar days.

STEP 3. (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 2 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 days 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 Federal Mediation and Conciliation Service 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 City Manager.

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 20 – 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 21 – OFF-DUTY EMPLOYMENT

The Association agrees to abide by the conditions of the Department's Off-Duty Employment Policy as applied to the uniformed members of the Police Department.

## ARTICLE 22 – DRUG-FREE WORKPLACE

The Association agrees to abide by the conditions of the Department's Drug-Free Workplace Policy as applied to the uniformed members of the Police Department.

## ARTICLE 23 – 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: Tamera 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 Officer's 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.

Signature _____

Type or print name of employee _____

Street Address _____

City / State / zip _____

Date of Signature _____

Date of Employment _____

## 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 |
|---|---|---|---|---|---|---|
| P6 | Records Clerk | 3005 | 3193 | 3380 | 3568 | 3756 |

The salaries contained in Appendix "B" and incorporated hereto shall be the base salary rates for this agreement. Employees covered by this agreement shall receive step increases on the anniversary date of employment.

## 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.

<u>Relief from Duty Pending or During Investigation</u>

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 toreport 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 employees' 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).