

# Kelso City Council Agenda

Regular Meeting, 6:00 pm  
October 4, 2016  
City Hall, Council Chambers  
203 South Pacific  
Kelso, WA 98626



\*\*Special accommodations for the handicapped and hearing impaired are available  
by special arrangement through the City Clerk's Office at 360-423-0900\*\*

## **Roll Call to Council Members:**

## **Invocation:**

Pastor Mark Schmutz from Northlake Baptist Church

## **1. Approve Minutes:**

1.1. September 20, 2016 – Regular Meeting

## **2. Proclamation**

- 2.1. Lights On After School
- 2.2. Manufacturing Month
- 2.3. Domestic Violence Month

## **3. Presentation:**

3.1. Cowlitz 2 Fire and Rescue Capital Improvement Bond

## **4. Consent Item:**

4.1. Contract Closeout - 2016 Talley Way Overlay Phase II

## **5. Citizen Business:**

# Kelso City Council Agenda

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## **6. Council Business:**

- 6.1. Consultant Agreement – Minor Road Reconstruction Project
- 6.2. Contract – Kelso Police Association
- 6.3. Adoption – Southwest Regional Airport Budget
- 6.4. Discussion – 2017-2019 Legislative Agenda
- 6.5. Discussion – 2017-2018 Budget Workshop

## **7. Action/Motion Items:**

### **Other Items:**

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

Mayor David Futcher led the flag salute. Mayor Futcher called the Regular Meeting of the Kelso City Council to order. Councilmembers in attendance were Jim Hill, Todd McDaniel, Rick Roberson, David Futcher, Kim Lefebvre, Nancy Malone, and Larry Alexander.

**Minutes:** Upon motion by Councilmember Lefebvre, seconded by Councilmember Roberson, 'Approve the Minutes of the 9/6/16 Regular Meeting,' motion carried, all voting yes.

**PROCLAMATION:**

Mayor Futcher read a proclamation declaring September 22, 2016, as “**Legendary Teacher Day**” in the City of Kelso. Kelso School District Superintendent Glenn Gelbrich accepted the proclamation.

**PRESENTATION:**

**New Kelso Police Officers:** Mayor Futcher swore in Police Officer Andrew Drakos and Police Officer Dylan Roberts to the Kelso Police Department followed by the badge pinning ceremony.

**CONSENT AGENDA:**

1. **Auditing of Accounts:** \$2,123,836.67

Upon motion by Councilmember Malone, seconded by Councilmember McDaniel, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$2,123,836.67,' motion carried, all voting yes.

**CITIZEN BUSINESS:**

**AmeriCorps Service Member Michelle Grendahl:** provided an update on the activities of the South Kelso Neighborhood Association and Pathways 2020.

**COUNCIL BUSINESS:**

**2017 Lodging Tax Allocations:** Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, 'Award the distribution of the Lodging Tax Funds as recommended by the Lodging Tax Advisory Committee,' motion passed, all voting yes. The allocations were as follows:

- Kelso Highlander Festival - \$15,000
- City of Kelso, Wayfinding Project - \$100,000
- Kelso Longview Chamber, Visitor Information Center - \$54,500

- Kelso Longview Chamber, Visitor's Guide - \$1,111.50
- Kelso Longview Chamber, Squatch Fest - \$2,500
- LCC Athletics, three (3) sporting events - \$5,000
- LCC Athletics, David Story Field - \$15,000
- Columbia Theatre - \$16,000
- Cowlitz County Museum - \$15,000
- Kelso Babe Ruth - \$10,000
- City of Kelso – Visitor Center - WSDOT Airspace Lease & WCIA Insurance premium - \$1,500

**2016 Lodging Tax Allocation Amendment:** City Manager Steve Taylor briefed the Council on the proposed amendment regarding Kelso Recreational Council's application request for \$12,000 for the Tam O'Shanter Pavilion to show that the request will be from the City of Kelso for \$25,000. Upon motion by Councilmember Roberson, seconded by Councilmember Hill, 'Approve the amendment to the Kelso Recreational Council application,' motion carried, all voting yes.

**Contract Award – South Kelso Drive Water Main:** Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Award the contract in the amount of \$833,391.87 to Tapani, Inc.' motion carried, all voting yes.

**Contract Award – Vista Way Storm Drain Improvements Project:** Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Award the contract in the amount of \$90,196.20 to Advanced Excavating Specialists, LLC,' motion carried, all voting yes.

### **STAFF REPORTS:**

**Planning Manager Tammy Baraconi:** Provided an update on a citizen's request for fencing around the Catlin Spray Park. Lengthy discussion followed. Rick Von Rock spoke from the audience.

**Senior Engineer Tim Shell:** Provided an update on the West Main Revitalization Project. Lengthy discussion followed.

### **BUDGET WORKSHOP:**

City Manager Taylor provided a presentation showing the progress of the 2016 Budget Goals that the Council reviewed at the September 6<sup>th</sup> council meeting. Staff from each department provided an overview of their goals and activities. Discussion followed. The Council directed Staff to work in two additional police officer positions and one Public Works street position to the upcoming preliminary budget. Other items discussed were a Safe Streets Program, a Neighborhood Blight Program, a Downtown Façade Improvement Program, and a new park in West Kelso.

**MOTION ITEMS:** None

**MANAGER'S REPORT:**

**Steve Taylor:** Commented that there will be a closed session after the regular meeting to discuss collective bargaining efforts.

**COUNCIL REPORTS:**

**Larry Alexander:** Commented that the Highlander Festival event was very successful this year having a little over 8,000 visitors.

**Nancy Malone:** No report.

**Kim Lefebvre:** No report.

**Rick Roberson:** No report.

**Todd McDaniel:** No report.

**Jim Hill:** No report.

**David Futcher:** No report.

There being no further business, Mayor Futcher adjourned the meeting at 8:13 p.m.

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**MAYOR**

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**DEPUTY CITY CLERK**

# Proclamation

## *Keeping the Lights On Afterschool*

October 20, 2016

*WHEREAS*, the citizens of the City of Kelso stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical, and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders, and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families, and adults.
- Engage families, schools, and community partners in advancing the welfare of our children.

*WHEREAS*, Youth and Family Link, Longview Parks and Recreation, and the YMCA has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults.

*WHEREAS*, 'Lights On Afterschool,' the national celebration of afterschool programs held this year on October 20, 2016, promotes the importance of quality afterschool programs in the lives of children, families, and communities.

*WHEREAS*, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go afterschool.

*WHEREAS*, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

*WHEREAS*, the City of Kelso is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

*THEREFORE BE IT RESOLVED* that I, David Futcher, Mayor of the City of Kelso, Washington, hereby proclaim October 20, 2016 as

### *"Lights On Afterschool Day"*

*AND BE IT FURTHER RESOLVED* that this City of Kelso Council enthusiastically endorses 'Lights On Afterschool' and commits our city to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children afterschool.

**In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 4<sup>th</sup> day of October 2016.**

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*David Futcher, Mayor*

# PROCLAMATION

## Manufacturing Month

### October 2016

*Whereas*, Manufacturing is the cornerstone of Washington's economy, accounting for 61% of Washington exports and representing 13% of the Gross Domestic Product; and

*Whereas*, Manufacturing fuels Washington's economic growth, creates jobs, and is estimated that for every 1 traded sector manufacturing job in Washington, 1.6 additional local sector jobs are generated; and

*Whereas*, emerging technologies like 3D printing, unmanned aerial vehicles (UAV), solar cells, robotics, wave buoys and wind turbine components provide high paying jobs for Washingtonians and a vital economic base for Washington; and

*Whereas*, the manufacturing sector provides 19,750 jobs for Southwest Washingtonians including careers like welders, mechanics, machines, pipefitters, machine operators, engineers, accountants, IT professionals, business development and management professions, etc.; and

*Whereas*, college degrees that are in demand in the manufacturing sector include engineering, computer science, business, economics, math machine manufacturing technology, mechatronics, welding; and

*Whereas*, Workforce Southwest Washington in partnership with Columbia-Willamette Workforce Collaborative, Partners In Careers, Southwest Washington STEM Network, Columbia River Economic Development Council, Clark College, Cowlitz Economic Development Council, Educational School District 112, Goodwill of the Olympics and Rainier Region, Impact Washington, Greater Vancouver Chamber of Commerce, Lower Columbia College, Kelso-Longview Chamber of Commerce, Southwest Washington High Tech Council, nConnect, Washington State University Vancouver, WorkSource Kelso and WorkSource Vancouver, strive to assure that Southwest Washington has a well prepared manufacturing workforce that is ready to make Washington products today and in the future while providing new and rewarding manufacturing careers in Southwest Washington;

*Now therefore*, I, David Futcher, Mayor of the City of Kelso, Washington, do hereby proclaim the month of October 2016 to be

### Manufacturing Month

in Kelso, and encourage all residents to observe this month.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 4<sup>th</sup> day of October 2016.

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David Futcher, Mayor

# Proclamation

*City of Kelso, Washington*

## **Domestic Violence Action Month October 2016**

*WHEREAS, Domestic violence impacts women, men, and children of every age, background, and belief.*

*WHEREAS, Nearly 1 in 4 women and 1 in 7 men in the United States have suffered severe physical violence by an intimate partner. Victims are deprived of their autonomy, liberty, and security, and face tremendous threats to their health and safety.*

*WHEREAS, children who grow up in violent homes are abused and neglected at a rate 1500% higher than the national average; and*

*WHEREAS, domestic violence costs the nation between \$5 billion and \$10 billion annually in medical expenses, police and court costs, shelters and foster care, sick-leave absenteeism and non-productivity; and*

*WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and*

*NOW, THEREFORE, I, David Futcher Mayor of the City of Kelso, Washington, do hereby proclaim the month of October 2016 as*

### **“Domestic Violence Action Month”**

*in the City of Kelso.*

*During National Domestic Violence Action Month, we reaffirm our dedication to forging a community where no one suffers the hurt and hardship that domestic violence causes -- and we recommit to doing everything in our power to uphold the basic human right to be free from violence and abuse.*

*I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Emergency Support Shelter to work toward the elimination of personal and institutional violence.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 4<sup>th</sup> day of October 2016.*

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*David Futcher, Mayor*



# AGENDA SUMMARY SHEET

## **Business of the City Council City of Kelso, Washington**

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**SUBJECT TITLE:**

Closeout Contract for:  
2016 Talley Way Overlay Ph. II  
Project #581602

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** Com Dev/Engineering

**For Agenda of:** October 4, 2016

**PRESENTED BY:**

Michael Kardas, P.E.  
Community Development Director / City Engineer

**Cost of Item:** \$225,968.64

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Final Quantity Reconciliation

**SUMMARY STATEMENT:**

The Talley Way Overlay Ph. II project provided for an asphalt pavement overlay for 3,650' of Talley Way, from the terminus of the 2015 overlay project at Parrott Way to the north side of the Coweeman River bridge. The major work elements included 2,050 square yards of pavement planing, 2,905 tons of hot mix asphalt for pavement repair, preleveling, overlay and driveway approaches, and 165 tons of crushed rock for shoulder finishing.

Work on this project began on August 29, 2016 and ended on September 16, 2016

**FINANCIAL SUMMARY:**

Original Contract Amount: \$254,760.00  
Change Orders: \$ 2,850.00  
Quantity Over/Under Run: \$(31,641.36)  
Final Contract Amount: \$225,968.64

**RECOMMENDED ACTION:**

Staff recommends Council make a motion to closeout the 2016 Talley Way Overlay Ph II Project and authorize release of the retainage upon receipt of final approval from the State of Washington Department of Labor and Industries, Department of Revenue, and Employment Security Department.



Talley Way Overlay Ph II  
Project # 581602

Final Quantity Reconciliation

9/23/2016

Lakeside Industries, Inc.

Item	Description	Contract				This Estimate				Total to Date				Quantity Reconciliation			
		Qty	Unit	Unit Price	Bid Amount	Qty	Unit	Unit Price	Pay Amount	Qty	Unit	Unit Price	Pay Amount	+/-	Unit	Unit Price	Pay Amount
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00		LS	\$ 11,000.00	\$ -	1.00	LS	\$ 11,000.00	\$ 11,000.00	0.00	LS	\$ 11,000.00	\$ -
2	Project Temporary Traffic Control	1	LS	\$ 6,600.00	\$ 6,600.00		LS	\$ 6,600.00	\$ -	1.00	LS	\$ 6,600.00	\$ 6,600.00	0.00	LS	\$ 6,600.00	\$ -
3	Flaggers	200	HR	\$ 53.00	\$ 10,600.00		HR	\$ 53.00	\$ -	168.50	HR	\$ 53.00	\$ 8,930.50	-31.50	HR	\$ 53.00	\$ (1,669.50)
4	RP & Reset Existing Surface Monuments	2	TN	\$ 165.00	\$ 330.00		TN	\$ 165.00	\$ -	2.00	TN	\$ 165.00	\$ 330.00	0.00	TN	\$ 165.00	\$ -
5	Adjust Water Valve Can & Cover	1	TN	\$ 165.00	\$ 165.00		TN	\$ 165.00	\$ -	2.00	TN	\$ 165.00	\$ 330.00	1.00	TN	\$ 165.00	\$ 165.00
6	Planing Bituminous Pavement	2,050	SY	\$ 4.50	\$ 9,225.00		SY	\$ 4.50	\$ -	2,050.00	SY	\$ 4.50	\$ 9,225.00	0.00	SY	\$ 4.50	\$ -
7	Pavement Repair Excavation Incl. Haul	510	TN	\$ 1.00	\$ 510.00		TN	\$ 1.00	\$ -	510.00	TN	\$ 1.00	\$ 510.00	0.00	TN	\$ 1.00	\$ -
8	HMA for Preleveling, CL. 3/8", PG 64-22	175	EA	\$ 75.00	\$ 13,125.00		EA	\$ 75.00	\$ -	78.16	EA	\$ 75.00	\$ 5,862.00	-96.84	EA	\$ 75.00	\$ (7,263.00)
9	HMA CL. 1/2", PG 64-22	2,350	LF	\$ 66.00	\$ 155,100.00		LF	\$ 66.00	\$ -	1,908.99	LF	\$ 66.00	\$ 125,993.34	-441.01	LF	\$ 66.00	\$ (29,106.66)
10	HMA for Approach, CL. 1/2", PG 64-22	200	LF	\$ 100.00	\$ 20,000.00		LF	\$ 100.00	\$ -	172.14	LF	\$ 100.00	\$ 17,214.00	-27.86	LF	\$ 100.00	\$ (2,786.00)
11	HMA for Pavement Repair CL. 1/2" PG 64-22	180	LF	\$ 100.00	\$ 18,000.00		LF	\$ 100.00	\$ -	240.89	LF	\$ 100.00	\$ 24,089.00	60.89	LF	\$ 100.00	\$ 6,089.00
12	Shoulder Finishing	165	EA	\$ 30.00	\$ 4,950.00		EA	\$ 30.00	\$ -	262.66	EA	\$ 30.00	\$ 7,879.80	97.66	EA	\$ 30.00	\$ 2,929.80
13	Paint Line	10,950	LF	\$ 0.40	\$ 4,380.00		LF	\$ 0.40	\$ -	10,950.00	LF	\$ 0.40	\$ 4,380.00	0.00	LF	\$ 0.40	\$ -
14	Temporary Pavement Markings - Short Duration	3,750	LF	\$ 0.18	\$ 675.00		LF	\$ 0.18	\$ -	3,750.00	LF	\$ 0.18	\$ 675.00	0.00	LF	\$ 0.18	\$ -
15	Erosion Control	1	EA	\$ 100.00	\$ 100.00		EA	\$ 100.00	\$ -	1.00	EA	\$ 100.00	\$ 100.00	0.00	EA	\$ 100.00	\$ -
				Contract Sub Total	\$ 254,760.00			\$ -				\$ 223,118.64					\$ (31,641.36)
				Sales Tax	\$ -			\$ -				\$ -					\$ -
				Original Contract Amount	\$ 254,760.00			\$ -				\$ 223,118.64					\$ (31,641.36)
				Change Order Subtotal	\$ (28,791.36)			\$ -				\$ 2,850.00					\$ 2,850.00
				Sales Tax	\$ -			\$ -				\$ -					\$ -
				Change Order Amount	\$ (28,791.36)			\$ -				\$ 2,850.00					\$ 2,850.00
				Revised Contract Amount	\$ 225,968.64			\$ -				Subtotal \$ 225,968.64					Subtotal \$ (28,791.36)
								Retainage \$ -				Retainage \$ 11,299.76					Original Contract Amount \$ 254,760.00
				Due to Contractor this Estimate	\$ -			\$ -				Total \$ 225,968.64					Total \$ 225,968.64

City of Kelso

PROJECT MANAGER

DATE

CONTRACTOR

DATE

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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**SUBJECT TITLE:**

Minor Road Repair and Reconstruction Consultant  
Design Services

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** Community Development/Eng

**For Agenda of:** October 4, 2016

**PRESENTED BY:**

Michael Kardas, P.E.  
Community Development Director / City Engineer

**Cost of Item:** \$324,189

**City Manager:** Steve Taylor

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**AGENDA ITEM ATTACHMENTS:**

Consultant Scope of Work and Fee Estimate

**SUMMARY STATEMENT:**

Minor Road has been in need of significant repair for a number of years. The major concern by staff was that the “dip” was a possible indication of serious sub-surface problems. Preliminary investigation work was completed and indicated the road is indeed constructed on wood chip fill. This fill settles at a different rate than the surrounding native material resulting the vertical shift of the road surface. A long term solution will require some significant design work and construction intervention.

The scope also includes design services to provide pavement rehabilitation, a pedestrian path, off street parking for the skate park, required stormwater management improvements and street lighting.

Staff invited several firms from our consultant roster to respond to the proposal request. All firms provided high quality presentations as their responses. At the end of the process the panel selected OTAK as the best firm for this project.

**FINANCIAL IMPACT:**

Funds for this contract are available from Limited Tax General Obligation Bond proceeds.

**RECOMMENDED ACTION:**

Staff recommends council make a motion to authorize the City Manager to execute a professional service contract with OTAK, Inc. in the amount of \$324,189.

# Minor Road Improvements

## Scope of Work

### September 14, 2016

The City of Kelso has solicited civil engineering services from Otak to provide a solution to an ongoing settlement problem on Minor Road and to provide enhancements to the roadway between Allen Street and Mt. Brynion Avenue. The solution will include a geotechnical recommendation on how to stabilize the roadway embankment that is consolidating due to the wood chip fill the road was built on. Along with repairing the large dip and failing shoulders, the pavement surface on Minor Rd will be improved to extend the service life of the roadway. The City would also like to include a pedestrian path, a parking lot near the skate park, and lighting as part of the project. Below is a scope of work anticipated to deliver construction documents for this project. It is anticipated that the design schedule will go through March 2017 (7 months – 28 weeks).

## Task I - Project Management

### *1.1 Design Team Coordination*

This task includes hours for coordination with the design team members and sub-consultants to ensure the project elements are being incorporated into the design and the timeline is being met. This task will be used to coordinate the design effort on a weekly basis and resolve any issues or challenges being faced by the team.

#### ***Deliverables:***

- This task has no specific deliverables associated with it.

#### ***Assumptions:***

- The PM will spend approximately 1-2 hours per week on this task (28 weeks).

### *1.2 Coordination with City*

This task includes hours for coordinating with the City on the key issues of the project and to ensure that the project is meeting the schedule and budget for the City, and includes hours for monthly project meetings with the city's project manager.

#### ***Deliverables:***

- Meeting agenda and minutes will be prepared.

***Assumptions:***

- The PM will meet with the City on a monthly basis (7 months). Meetings will be held at the City of Kelso or by phone.

***1.3 Monthly Invoice and Schedule***

This task includes hours to produce a monthly invoice and report that includes details on work done to date for the project. This will also include hours for the project manager to review the status of the project and update the project schedule.

***Deliverables:***

- Monthly invoice and project schedule update.

***Assumptions:***

- Assumes up to 8 months of invoicing for project.

***1.4 Public Involvement Support***

This task includes hours to prepare up to four exhibits/displays for the project and to attend a planning meeting with the City for an open house and hours to attend and help support the City at the open house event.

***Deliverables:***

- Up to four 22"x34" display boards for the open house.

***Assumptions:***

- The City will lead the public involvement effort and handle the notification to the public. Otak will be in a support role for this.

**Task 2 – Survey and Mapping**

***2.1 Field Topo Survey and Basemap***

This task includes hours for completing the remaining topography survey and confirming the existing utility locate information. This survey will be used to supplement the basemap provided from the City and fill in missing topo information outside the roadway. One continuous DTM will be created from the new and existing information. Layers will be converted to Otak standards.

***Deliverables:***

- Basemap with complete topographic map, provided right-of-way lines, newly established project control, utility locate tickets, site photos.

***Assumptions:***

- Existing survey control will be available for project orientation.
- The survey from prior work will be provided on a signed and stamped basemap.
- Datum of project will be the same as the datum of the prior work. New utility locates will be requested and paid as an expense.

***2.2 Right-of-Way and Boundary Determination***

This task will also include hours for research, calculations and field ties to determine the location of the WSDOT right-of-way and the easterly extent of the City right-of-way of Minor Road between Allen St. and Burcham Street.

***Deliverables:***

- Annotated line work with a resolved right-of-way line for the basemap and copies of the research, notes, deeds and surveys.

***Assumptions:***

- Minor Road has been turned back to the City in the vicinity of I-5. A record of survey will not be performed as part of this task.

**Task 3 – Preliminary Design**

***3.1 Prepare preliminary parking layout***

This task will also include hours for developing a preliminary parking lot layout (12 Stalls) for the skate park. The City will provide direction as to which side the access for the parking lot will be on.

***Deliverables:***

- Parking Lot layout options for review and approval by the City.

***Assumptions:***

- 12 stalls only with ADA access to meet City standards

***3.2 Prepare preliminary pedestrian path alignment***

This task includes hours for developing preliminary alignments for the pedestrian pathway

along Minor Road. This will include reviewing up to three alternative design concepts including a 10 foot multi-use path, bike lane and detached pedestrian path, and bike lane with attached pedestrian path. The pathway will be designed to meet City, AASHTO, and Washington State standards for pedestrian pathways. Otak will review these alternatives with the City for approval to move forward to 30% with the preferred option.

***Deliverables:***

- Three alternative alignments with a typical cross section for each.

***Assumptions:***

- The three alternatives that will be evaluated are a 10 foot multi-use path, a bike lane with detached sidewalk, and a bike lane with an attached curb and sidewalk.

***3.3 Identify Utility conflicts/relocations***

This task includes hours for identifying existing utility conflicts and developing a relocation plan if required. Coordination with the local utilities will be included with this task. Potholing is anticipated to determine utility conflicts with settlement and shoulder repair areas and will be added as a third party expense.

***Deliverables:***

- Confirmed utility relocation plan with conflicts identified.

***Assumptions:***

- The City will participate in the utility meetings and Otak will coordinate and lead the meetings. Up to 4 meetings may be required.

***3.4 Stormwater review and analysis***

This task includes hours for reviewing the City stormwater codes and developing a preliminary stormwater plan/facility that addresses City code requirements. The need for stormwater may be contingent on the type of pedestrian path selected.

***Deliverables:***

- A preliminary stormwater memo will be provided for City review based on review of the codes. Preparation of a stormwater report is included as a deliverable for this task.

***Assumptions:***

- Up to two onsite stormwater management facilities will be designed.

### ***3.5 Prepare 30% Plans and Estimate***

This task includes hours to develop the 30% plans and estimate in accordance with the City of Kelso design and CAD standards. The 30% plans will be delivered by 11x17 PDFs for City review. A list of plan sheets for this is attached in Appendix A.

#### ***Deliverables:***

- 30% plan sheets as described in Appendix A and a construction estimate with 25% contingency applied to it.

#### ***Assumptions:***

- The City will provide one set of comments within two weeks of submittal. These comments will be logged and tracked for the 90% submittal.

### ***3.6 Prepare SEPA Checklist***

This task includes hours to prepare the SEPA checklist for the project. It is not anticipated that there will be any other permits required for the project (with the exception of the General Construction Stormwater Permit handled under a separate task). The checklist will be submitted to the City for review and they will forward to appropriate authority for approval.

#### ***Deliverables:***

- Draft and Final SEPA checklist.

#### ***Assumptions:***

- City will lead the review effort and provide consolidated comments.

### ***3.7 Quality Review***

This task includes hours for to perform a QA/QC review prior to the deliverable submittals. This will include reviews of the sub-consultants deliverables as well.

#### ***Deliverables:***

- Quality deliverables with minimal comments.

#### ***Assumptions:***

- Quality review team will spend approximately 6-8 hours reviewing submittals at 30/90/100 for the project.



## Task 4 – Geotechnical Analysis (Cornforth)

### ***4.1 Perform Field Exploration***

This task includes hours for Cornforth to conduct further field investigation in the areas of settlement and shoulder failure to determine the limits of the wood chip fill. Work items include review of existing information, geotechnical field reconnaissance, subsurface explorations (4 exploratory borings and 4 test pits), and laboratory testing and instrumentation. Laboratory testing will consist of Atterberg limit tests (4 assumed) and 1-D Consolidation tests (3 assumed). Instrumentation will consist of standpipe piezometers in 3 borings. This information will be used to provide a preliminary recommendation for the area.

#### ***Deliverables:***

- Results of the reconnaissance, subsurface explorations, laboratory testing and instrumentation will be included in the geotechnical report.

#### ***Assumptions:***

- Toe of embankment can be accessed with tracked excavator for test pit explorations.
- Water is available from a local fire hydrant for drilling operations.

### ***4.2 Prepare Preliminary Geotechnical Memo***

This task includes hours for Cornforth to provide an alternatives analysis and geotechnical recommendations memo for the settlement area and shoulder failure sections. Scope items include stability analyses, settlement analyses, development of conceptual options with preliminary costs, advantages and disadvantages, and a summary memorandum. The recommendations will include options for each location along with an estimated cost and service life for the repair.

#### ***Deliverables:***

- Conceptual mitigation options memorandum with advantages/disadvantages and preliminary cost estimate alternatives.

#### ***Assumptions:***

- Up to three alternatives will be developed for consideration.
- Geotechnical plan sheets and details resulting from the preliminary geotechnical work are included under Task 3 – Preliminary Design and shown in the sheet list in Appendix A.

### ***4.3 Prepare Geotechnical Report***

This task includes hours for Cornforth to prepare the draft and final geotechnical report. Recommendations will be provided for retaining structures, foundation conditions, settlement, and slope stability.

#### ***Deliverables:***

- Draft and final Geotechnical Design Report

#### ***Assumptions:***

- Final geotechnical plan sheets and details are included under Task 6 – Construction Documents and shown in the sheet list in Appendix A.

## **Task 5 – Lighting, Signing and Striping (Global Transportation Engineering)**

### ***5.1 Lighting Options Development***

This task will include hours for Global Transportation Engineering (GTEng) to develop and analyze up to three lighting options for City review. These options will consider roadway and pedestrian scale lighting standards that meet the City requirements.

A lighting analysis will be conducted using the AGI32 lighting software to model the three lighting options based on Illuminating Engineering Society of North America's Roadway Lighting Recommended Practice RP-8-14. The lighting analysis will be conducted for the following three options:

- Pedestrian scale lighting
- Standard roadway scale lighting
- Combination of pedestrian and roadway scale lighting

The lighting analysis will be summarized in a brief memorandum and will include a graphical output of the light levels. The lighting analysis will be provided to the City for review. Based on comments provided by the City a final memorandum will be prepared.

#### ***Deliverables:***

- Draft and final lighting analysis memorandum and graphical output
- Lighting Concept Plan for inclusion in the 30 percent plans.

## Task 6 – Construction Documents

### ***6.1 Prepare NOI and SWPPP***

This task includes hours to prepare and submit the Notice of Intent (NOI) to the Department of Ecology in order to obtain the General Construction Stormwater Permit. It will also include hours to develop the Stormwater Pollution Prevention Plan (SWPPP) for the project prior to construction.

#### ***Deliverables:***

- NOI application and General Construction Stormwater Permit, SWPPP notebook prior to construction starting.

#### ***Assumptions:***

- City will provide the notice to the local newspaper and pay the fees.

### ***6.2 Prepare 90% PS&E***

This task includes hours to address the 30% review comments provided by the City and to develop the 90% plans, specifications and estimate for the project. It will include a comment log that tracks the comments received from the City during the 30% review. The plan sheets will follow the sheet designation listed in Appendix A and be delivered on 11x17 PDFs. This task will include time for attending up to two informal design review meetings with the City prior to submittal.

Plans and specifications will be prepared for a pedestrian activated warning system on Minor Road near the intersection of Burcham Street. The pedestrian activated warning system will consist of a marked crosswalk, pedestrian crossing signing including advance signing, post mounted rectangular rapid flashing beacons, and pedestrian pushbuttons for activation of the warning system. The design will meet current WSDOT design standards and the requirements of the Manual on Uniform Traffic Control Device.

#### ***Deliverables:***

- 90% plans with comment log from 30% review; 90% construction estimate and specifications.

#### ***Assumptions:***

- The City will provide consolidated set of review comments within two weeks of receiving submittal.
- GTEng will coordinate with the local electric utility regarding power source locations for the proposed lighting.

- Signing and striping will be designed to meet City of Kelso, WSDOT, and the Manual on Uniform Traffic Control Device.
- Two informal design review meetings with the City prior to submittal.

### ***6.3 Prepare 100% PS&E***

This task includes hours to respond to the 90% review comments and develop the 100% plans, specs and estimate for the project. This will include preparing section 1 of the contract documents based on the standard City front end documents that will be provided by the City. The review comments will be address and tracked on a comment log that will be submitted with the 100% delivery. This deliverable will be submitted on 11x17 PDFs. See Appendix A for final expected sheet list.

#### ***Deliverables:***

- 100% plans, estimate and specs along with comment log addressing 90% review comments.

#### ***Assumptions:***

- None

### ***6.4 Quality Review***

This task includes hours for to perform QA/QC reviews prior to the 90% and 100% deliverable submittals. This will include reviews of the sub-consultants deliverables as well.

## **Task 7 – Bid Support**

### ***7.1 Prepare final bid documents/Notice to contractors***

This task will include hours to respond to final comments and prepare the final bid documents for advertisement. The plans and specifications will be stamped and the plans will be provided in both 11x17 PDF and full size hard copies for the City (3 sets).

#### ***Deliverables:***

- 11x17 PDF Bid Documents and stamped plan sheets for advertisement, and 3 sets of full size stamped drawings.

#### ***Assumption:***

- City will be responsible for posting the documents for advertisement.

### **7.2 Respond to Contractor questions**

This task includes hours to assist the City in responding to bidder questions during the advertisement period. Assumes questions will be directed through the City as well as responses.

#### ***Deliverables:***

- Timely responses to contractor questions during the bidding period.

#### ***Assumptions:***

- The City will be the main point of contact and will organize the questions and responses provided.
- Assumes responses for up to 10 questions.

### **7.3 Prepare addendum**

This task includes hours to prepare up to two addendums based on inquiries from contractors during the bidding period.

#### ***Deliverables:***

- Complete addenda with any required changes from the bidding period and contractor questions.

#### ***Assumptions:***

- The City will distribute the addenda.
- Assumes up to two addenda to prepare for this task.

## **Task 8 – Management Reserve**

Task 8 provides an allowance for tasks that the city of Kelso at its discretion may elect to authorize Consultant to produce. Consultant shall only proceed with work under Task 8 if written (email acceptable) Notice to Proceed (NTP) is issued by the city Project Manager. The Not to Exceed (NTE) amount for completing this contingency task is only billable if authorized.

## **Task 9 – Construction Support (Not included in fee)**

***Task 9 identifies tasks that the city of Kelso at its discretion may elect to authorize Consultant to produce. Consultant shall complete any of the subtasks under Task 9 only under an amendment to this contract that further refines the scope and defines the fee.***

***9.1 Design construction services***

This subtask is for providing design services during construction. These tasks may include review of submittals, responses to RFI's, or preparation of change orders. The scope and fee for this task will be further defined upon authorization of an amendment by the city of Kelso.

***9.2 Construction administration and inspection***

This task is for providing construction administration and field inspection services during construction of the project. The scope and fee for this task will be further defined upon authorization of an amendment by the city of Kelso.

***General Assumptions:***

- 1) The information provided by the City (topo survey and pavement report) will be sufficient to use for design work. The supplemental survey will be used to fill in the gaps outside the roadway needed to complete design work.
- 2) Survey and mapping task does not include construction staking.
- 3) Preparing right-of-way documents is not included in this scope of work.
- 4) Potholing is being added as a direct expense and assumed to cost \$5000.
- 5) The cost for drilling has been added as a direct expense and is expected to cost \$14,600.
- 6) Task 9– Construction Support is not included in the fee. The details of the scope and fee will be negotiated in a future amendment to this contract.

**APPENDIX A**

**Plan Sheet List**

<b>Plan Sheet Description</b>	<b>Sheet Count</b>	<b>30%</b>	<b>90%/100%</b>
Cover Sheet & Vicinity Map	1	X	X
General Notes & Legend	1	X	X
Typical Road Sections	2	X	X
Erosion Control Plans & Details	6		X
Roadway & Drainage Details	3		X
Geotechnical Details and Notes	2	X	X
Stormwater Facility & Details	2		X
Plan & Ped Path Profile	6	X	X
Parking Lot Plan & Details	2	X	X
Intersection Plans	2		X
Roadway Lighting Plans	6	X	X
Path and Parking Area Lighting Plan	1	X	X
Wiring Schematic	1		X
Light Pole & Luminaire Details	1		X
Pedestrian Activated Warning System Plan	1		X
Ped Activated Warning System Details	1		X
Signing & Striping Plans	7		X
Sign Installation and Removal	1		X
City Standard Signing Details	1		X
Temporary Traffic Control Plans	7		X
Planting and Landscape Plans	4		X
<b>TOTAL</b>	<b>58</b>		

## City of Kelso - Minor Rd. Improvements

Fee Estimate - September 2016

Summary of Otak, Inc. and all subconsultants

Otak Project # 18097

<i>Task</i>	<i>Description</i>	Otak	Cornforth	Global	<i>Total Hours</i>	<i>Total Budget by Task</i>
<b>1</b>	<b>Project Management</b>					
1.1	Design Team Coordination	44			44	\$7,096
1.2	Coordination with the City	28	16		44	\$8,172
1.3	Monthly Invoice and Schedule	28	8		36	\$5,484
1.4	Public Involvement Support	16			16	\$2,032
<b>2</b>	<b>Survey and Mapping</b>					
2.1	Field Topo Survey and Mapping	228			228	\$19,400
2.2	Right-of-way and Boundary Determination	96			96	\$9,288
<b>3</b>	<b>Preliminary Design</b>					
3.1	Prepare preliminary parking layout	64			64	\$6,536
3.2	Prepare preliminary pedestrian path alignment	94			94	\$9,586
3.3	Identify utility conflicts/relocations	58			58	\$6,222
3.4	Stormwater review and analysis	70			70	\$7,740
3.5	Prepare 30% Plans and Estimate	162	10	97	269	\$30,330
3.6	Prepare SEPA Checklist	44			44	\$4,636
3.7	Quality Reviews	28	4		32	\$4,488
<b>4</b>	<b>Geotechnical Analysis</b>					
4.1	Perform Field Exploration		83		83	\$13,537
4.2	Prepare Preliminary Geotechnical Memo		55		55	\$9,832
4.3	Prepare Geotechnical Report		112		112	\$17,476
<b>5</b>	<b>Lighting, Signing and Striping</b>					
5.1	Lighting Options Development			26	26	\$2,940
<b>6</b>	<b>Construction Documents</b>					
6.1	Prepare NOI and SWPPP	44			44	\$4,852
6.2	Prepare 90% PS&E	304	46	180	530	\$59,875
6.3	Prepare 100% PS&E	80	20	51	151	\$18,443
6.4	Quality Reviews	28	4		32	\$4,488
<b>7</b>	<b>Bid Support</b>					
7.1	Prepare final bid documents/notice to contractors	36	4	6	46	\$6,002
7.2	Respond to contractor questions	24	4		28	\$3,776
7.3	Prepare addendum	40	6		46	\$5,104
<b>8</b>	<b>Management Reserve</b>					\$26,734
	<i>Total Hours</i>	<b>1516</b>	<b>372</b>	<b>360</b>	2248	
	<i>Total Labor Cost</i>	<i>\$189,874</i>	<i>\$62,445</i>	<i>\$41,750</i>		<b>\$294,069</b>
	<i>Direct Expenses</i>	<i>\$6,000</i>	<i>\$18,360</i>	<i>\$250</i>		<b>\$24,610</b>
	<i>Subconsultant Administration</i>	<i>\$6,140</i>				<b>\$6,140</b>
	<b>Project Total</b>	<b>\$202,014</b>	<b>\$80,805</b>	<b>\$42,000</b>		<b>\$324,819</b>



# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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**SUBJECT TITLE:** Kelso Police Association  
(Officers) 2017-2019 Collective Bargaining  
Agreement

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** \_\_\_\_\_ City Manager \_\_\_\_\_

**For Agenda of:** \_\_\_\_\_ October 4, 2016 \_\_\_\_\_

**Originator:** \_\_\_\_\_ Steve Taylor \_\_\_\_\_

**PRESENTED BY:**

Steve Taylor

**City Attorney:** **Janean Parker**

**City Manager:** **Steve Taylor**

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**Agenda Item Attachments:**

Summary of KPA Officers 2017-19 Collective Bargaining Agreement  
2017–2019 CBA - City of Kelso and Kelso Police Association (Officers) (Final Clean)  
2017-2019 CBA - City of Kelso and Kelso Police Association (Officers) (Red-lined version)

**SUMMARY STATEMENT:**

The City has reached agreement with the Kelso Police Association (Officers) collective bargaining unit on the terms of a new labor contract covering the years of 2017 – 2019. The attached agreement contract has been ratified by the Association and is being presented for Council’s consideration and approval.

The attached summary outlines the substantive changes made to the existing labor agreement. The parties have reached agreement before the expiration of the existing contract, so no retroactive provisions are applicable. The new term begins January 1<sup>st</sup>, 2017.

**OPTIONS:**

- 1) Move to approve the 2017-2019 Collective Bargaining Agreement between the City of Kelso and the Kelso Police Association (Officers);
- 2) Do not approve the agreement and provide instructions to the negotiating team for amendments

**RECOMMENDED ACTION:**

Approve the 2017-2019 Collective Bargaining Agreement between the City and the Kelso Police Association (Officers).

**Kelso Police Association (Officers) – City of Kelso**  
**Summary of Final Collective Bargaining Agreement**

<b>Term of Agreement:</b>	January 1, 2017 – December 31, 2019
<b>Wages &amp; Salaries:</b>	Refers to Appendix B for 2017 salary levels.
<b>Hours of Work/Overtime:</b>	Increases call-back overtime compensation minimum from 2 ½ hours to 3 hours.
<b>Holidays:</b>	Clarifies definition of the designated holidays (Christmas and Thanksgiving) and how holiday compensation is paid out to officers on shift during those days. Officers who start their shift(s) on the day of the holiday will receive 2 times their rate of regular pay.
<b>Health Insurance:</b>	Housekeeping updates, changed dates, removed obsolete provisions. Premiums for high deductible health plans will continue to be fully-funded by City.
<b>Lateral Officer Incentive:</b>	Allows the City to offer Lateral-Entry officers a \$5,000 signing incentive who have successfully completed their probation period. Provision expires at the end of 2019.
<b>Uniform Allowance:</b>	Increases annual uniform allowance from \$775 to \$800 beginning in 2017.
<b>Grievance Procedure:</b>	Specifies Public Employment Relations Commission rather than the Federal Mediation and Conciliation Service as the entity which submits lists of arbitrators. Establishes new option for expedited mediation/arbitration process which may be used by mutual agreement of the parties to settle grievances which have moved to Step III.
<b>Appendix B Salaries:</b>	2017 – 2% base salary increase from 2016 2018 – 2.5% increase from 2017 2019 – 2.5% increase from 2018

LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE ASSOCIATION

Jan 1, 2017 THROUGH Dec 31, 2019

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AGREEMENT BETWEEN  
CITY OF KELSO  
AND  
KELSO POLICE ASSOCIATION  
January 1, 2017 through December 31, 2019

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)

- 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 an employee's 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**

SECTION 1. ASSOCIATION MEMBERSHIP. It shall be a condition of employment that all employees covered by this agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing. It shall be a condition of employment that all employees to be covered by this agreement and hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. For the purpose of this section, the execution date of this agreement shall be considered as its effective date.

SECTION 2. ASSOCIATION MEMBERSHIP REQUIREMENT AND EMPLOYMENT OF ASSOCIATION MEMBERS. 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.

The completed forms are to be sent to the Association not later than the first pay period after employment of the new employee. It is understood and agreed that all new employees shall not be required to become members of the Association until thirty (30) days after the date of employment.

SECTION 3. ASSOCIATION DUES. The Employer will deduct from the pay of each employee covered by this agreement all Association membership dues, current and delinquent; lawful assessments; 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."

SECTION 4. RELIGIOUS OBJECTION. Employees having a bona fide religious objection to the requirement as set out above shall, as an alternative, have the right to pay an amount equivalent to dues and fees to a non-religious or other charitable organization mutually agreed upon as provided by RCW 41.56.122.

#### **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 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 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 Police 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 outline the School Police Officer's position and alternative work schedule.

SECTION 2. OVERTIME PAY. All time worked in excess of 96 hours in one work period for Patrol, 85 hours in one work period for the School Police Officer, and 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 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 I 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

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    4<sup>th</sup> 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 eleven (11) floating holidays in addition to the two (2) designated holidays. Employees may use a floating holiday as a day off rather than working on a regularly-scheduled workday. Employees agree to make a good faith effort to schedule floating holidays on shifts where there remain adequate personnel to ensure minimum staffing. 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, during the employee's first calendar year of employment, floating holidays shall be credited on the basis of one floating holiday 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 15<sup>th</sup> 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 hired on or before January 1, 1981 shall accrue vacation leave at the following schedule:

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
After	20 years	18.00
After	25 years	20.00

For employees hired after January 1, 1981, the following schedule shall apply:

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 11 - LEAVES**

**SECTION 1. SICK LEAVE.** Employees hired on or before 01/01/91 shall accrue sick leave at the rate of one and one half (1-1/2) working days for each completed month of service up to the maximum accumulations listed below. Employees hired after 01/01/91 shall accrue sick leave at a rate of one day for each completed month of service up to the maximum accumulations listed below. 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.

LEOFF I employees may accumulate sick leave to a maximum of ninety (90) working days.

LEOFF II employees shall have the options of accumulating sick leave to a total of ninety (90) days or to a total of one hundred twenty-six (126) working days.

LEOFF II employees must commit in writing which option they choose during the first two weeks of January following their accumulation of ninety (90) days of sick time. This will be an irrevocable decision and may not be changed at a later date.

After an employee has accumulated the maximum allowable accrual of sick leave, the rate of accumulation shall be one (1) working day for each completed month of service, except; the accrual rate of one and one-half (1-1/2) days per month shall apply to employees hired on or before 01/01/91 whose total sick leave accumulation drops below the maximum sick leave allowed. This accrual rate of one and one-half (1-1/2) days per month shall continue until the maximum accumulation is reached whereupon, the accrual rate shall decrease to one day per month.

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.

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 those around him. 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.

- A) 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)
  
- B) 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.

- 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 2014 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 2014 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 12/31/2014, except as provided in Article 12, Section 1(F) below.
- F) If the City provides the additional HRA allowance described in Article 12, Section 1(E) above for non-represented employees in the 2017, 2018, and/or 2019 plan years, then the City will extend the allowance in the same amount and manner in the respective years 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 the Oregon Teamsters Trust Fund Dental 6 and Vision 4 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, 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 31<sup>st</sup>, 2019.

**ARTICLE 14 - EDUCATIONAL INCENTIVE**

SECTION 1. EDUCATION COMPENSATION. Employees hired prior to 01/01/98 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	.34%
2-year college degree	1.13%
4-year college degree	2.27%
Master's degree	2.84%

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. 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.

Employees hired on or after 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule:

2-year college degree	1.13%
4-year college degree	2.27%

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 - 2017 = \$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 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 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.

**ARTICLE 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. (Reference as a Police Department Policy Number 10/99 which has been agreed upon by the parties and incorporated in this agreement as if set forth in full.)

**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, 2017 to December 31, 2019 and shall remain in full force and effect until a new contract is negotiated.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF KELSO

KELSO POLICE ASSOCIATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor

President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

City Manager

Member

Attested To Form:

BY: \_\_\_\_\_

City Attorney

**APPENDIX A. ASSOCIATION DUES DEDUCTION AUTHORIZATION**

I acknowledge that as a condition of my employment with the City of Kelso, and as a member of the Police Department, I will join the Kelso Police Officers' 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 Officers' 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, 2017, the following monthly base salary schedule shall apply:

Class	Position Title	Entry 80%	1 Year 85%	2 Year 90%	3 Year 95%	4 Year Control	Merit
P16	Sergeant	\$5,544	\$5,890	\$6,237	\$6,583	\$6,930	\$7,276
P12	Police Officer	\$4,904	\$5,211	\$5,517	\$5,824	\$6,130	
P12	Police Officer Training	\$4,831	\$5,133	\$5,435	\$5,737	\$6,039	

Effective January 1, 2018, the monthly base salaries shall be increased two and one-half percent (2.5%) above the amounts set forth in the table above.

Effective January 1, 2019, the monthly base salaries shall be increased two and one-half percent (2.5%) above the 2018 salary adjustment.

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 tape 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 sworn 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 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).



## **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 (except LEOFF-I 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.

LABOR AGREEMENT BETWEEN

CITY OF KELSO, WASHINGTON

AND

KELSO POLICE ASSOCIATION

Jan 1, 2017<sup>3</sup> THROUGH Dec 31, 2019<sup>6</sup>

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AGREEMENT BETWEEN  
CITY OF KELSO  
AND  
KELSO POLICE ~~OFFICERS'~~ ASSOCIATION  
January 1, 201~~7~~3 through December 31, 201~~9~~6

This agreement is made by and between the City of Kelso, hereinafter referred to as "Employer" and the Kelso Police ~~Benefit~~ 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 ~~Benefit~~ 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)

- 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;

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) two and one-half (2.5)~~ 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 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**

~~Effective January 1, 2017, the base wage for patrol officers and sergeants shall be increased by 2.5% over the 2016 base wage.~~ The salaries contained in Appendix "B" and incorporated here ~~into~~ shall be the base salary rates for this agreement.

## **ARTICLE 7 - OFFICER-IN-CHARGE I 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

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    4<sup>th</sup> 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 who work on a designated holiday 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)~~

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 eleven (11) floating holidays in addition to the two (2) designated holidays. Employees may use a floating

Holiday as a day off rather than working on a regularly-scheduled workday. Employees agree to make a good faith effort to schedule floating holidays on shifts where there ~~remains~~remain adequate personnel to ensure minimum staffing. 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, during the employee's first calendar year of employment, floating holidays shall be credited on the basis of one floating holiday 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 15<sup>th</sup> 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 hired on or before January 1, 1981 shall accrue vacation leave at the following schedule:

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	
	After	20 years		18.00	
	After	25 years		20.00	

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.

- A) ~~Effective January 1, 2014,~~ 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 ~~\$105/\$320~~ 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 full monthly premium for AWC HealthFirst High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. ~~For the years of 2014 and 2015,~~ Employer shall contribute ~~\$125.00~~~~200.00~~ each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and ~~\$250.00~~~~400.00~~ each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings. ~~In 2016, the Employer's HRA/VEBA contributions as described above will be \$125.00 each month for Employee Only and \$250.00 each month 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 2014 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 2014 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 12/31/2014, except as provided in Article 12, Section 1(F) below.
- F) If the City provides the additional HRA allowance described in Article 12, Section 1(E) above for non-represented employees in the 2017, 2018, and/or 2019~~5~~ and/or 2016 plan years, then the City will extend the allowance in the same amount and manner in the respective years 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 the Oregon Teamsters Trust Fund Dental 6 and Vision 4 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, influenza, baseline TB testing, and others as approved by the Chief of Police.

**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 31<sup>st</sup>, 2019.

**ARTICLE 14 - EDUCATIONAL INCENTIVE**

SECTION 1. EDUCATION COMPENSATION. Employees hired prior to 01/01/98 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	.34%
2 year college degree	1.13%
4 year college degree	2.27%
Master's degree	2.84%



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.

Employees hired on or after 01/01/98 who possess or obtain college education shall receive educational incentive pay added to their base monthly pay according to the following schedule:

2 year college degree	1.13%
4 year college degree	2.27%

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 - 20172 = \$800775.

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 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 Washington State Public Employment Relations Commission (PERC)~~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 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.

a.

- 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

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.

#### **ARTICLE 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. (Reference as a Police Department Policy Number 10/499 which has been agreed upon by the parties and incorporated in this agreement as if set forth in full.)

#### **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, 2017~~3~~ to December 31, 2019~~6~~ and shall remain in full force and effect until a new contract is negotiated.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2016~~ DECEMBER  
~~2013~~.

CITY OF KELSO

KELSO POLICE ASSOCIATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor

President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

City Manager

Member

Attested To Form:

BY: \_\_\_\_\_

City Attorney

**APPENDIX B BASE SALARY SCHEDULE**

Effective January 1, 2017~~3~~, the following monthly base salary schedule shall apply:

Class	Position Title	Entry 80%	1 Year 85%	2 Year 90%	3 Year 95%	4 Year Control	Merit
P16	Sergeant	<u>\$5,544</u>	<u>\$5,890</u>	<u>\$6,237</u>	<u>\$6,583</u>	<u>\$6,930</u>	<u>\$7,276</u>
P12	Police Officer	<u>\$4,904</u>	<u>\$5,211</u>	<u>\$5,517</u>	<u>\$5,824</u>	<u>\$6,130</u>	
P12	Police Officer Training	<u>\$4,831</u>	<u>\$5,133</u>	<u>\$5,435</u>	<u>\$5,737</u>	<u>\$6,039</u>	

Effective January 1, 2018, the monthly base salaries shall be increased two and one-half percent (2.5%) above the amounts set forth in the table above.

Effective January 1, 2019, the monthly base salaries shall be increased two and one-half percent (2.5%) above the 2018 salary adjustment.

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 his-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.

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

Southwest Washington Regional Airport (SWRA)  
2017 Budget.

Agenda Item: \_\_\_\_\_

Dept. of Origin: City of Kelso - SWRA

For Agenda of: October 4, 2016

Cost of Item: \$76,000

City Manager: Steve Taylor

### **PRESENTED BY:**

Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

Exhibit A 2017 SWRA Budget and City of Kelso Resolution.

### **SUMMARY STATEMENT:**

The Southwest Washington Regional Airport (SWRA) Board is required to update the Annual Budget for the succeeding year to each of the parties on or before August of each year. The proposed budget to include among other things, detail of anticipated receipts and expenditures for the coming calendar year and clearly show the proposed contributions of each of the PARTIES. The parties shall review not later than October 1<sup>st</sup> each year. The SWRA Board has approved the Budget and will adopt through resolution the SWRA Budget (Resolution 16-003).

The City of Kelso City Council to continue to contribute their \$76,000 member entity contribution and adopt through resolution the SWRA Operating Board 2017 Budget.

### **FINANCIAL SUMMARY:**

The budget of the SWRA referred to as SWRA Budget Exhibit A is attached.

### **RECOMMENDED ACTION:**

City of Kelso City Council to approve through Resolution the Southwest Washington Regional Airport 2017 Budget.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
KELSO, WASHINGTON, EXPRESSING APPROVAL OF  
SOUTHWEST WASHINGTON REGIONAL AIRPORT 2017 BUDGET.**

WHEREAS, the Southwest Washington Regional Airport (SWRA) Operating Board is comprised of four member entities: the City of Kelso, City of Longview, Cowlitz County, and the Port of Longview.

WHEREAS, The Governance Interlocal Cooperation Agreement entered into between the four entities requires that the SWRA Operating Board submit their Annual Budget for the succeeding year to each of the parties on or before August of each year; and

WHEREAS, the proposed budget includes among other things detail of anticipated receipts and expenditures for the coming calendar year and clearly shows the proposed contributions of each of the PARTIES; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF KELSO, WASHINGTON, THAT:**

Section 1. The City of Kelso adopts through resolution the Southwest Washington Regional Airport (SWRA) Operating Board 2017 Budget, referred to as Exhibit A, as reviewed by the City of Kelso City Council and Recommended by the SWRA Operating Board.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

MAYOR

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## Southwest Washington Regional Airport Operating Board

Airport Fund 2017 Budget -- EXPENDITURES -- Fund 502 Dept: 59

602 59	BASUB	ELE	OBJ	ACCOUNT DESCRIPTION	2017
	508	00	000	Ending Fund Balance	40,200.00
	546	10	310	Office Supplies	1,500.00
	546	10	410	Professional Services (Airport Manager)	75,000.00
	546	10	410	Professional Services (Airport Manager) Benefits	35,000.00
	546	10	410	Professional Services Additional city management/admin expense	10,000.00
	546	10	411	Professional Services (Finance/Accounting)	30,000.00
	546	10	412	Professional Services (Legal)	10,000.00
	546	10	413	Professional Services (FBO)	31,500.00
	546	10	420	Telephone, Postage, Copying, Internet (mngmt office)	2,000.00
	546	10	430	Travel/Seminars	1,000.00
	546	10	490	Membership Dues and Fees	750.00
	546	10	510	State Examiner's Charges	6,000.00
	546	10	530	Leasehold Taxes	150.00
	546	40	530	Diking Assessment	26,000.00
	546	50	410	Professional Services Maintenance (City of Kelso)	55,500.00
				<i>Minor Maintenance (labor &amp; boom truck) 10K</i>	
				<i>Mowing and Herbicide Services (labor &amp; use of city mower) 43K</i>	
				<i>Offender Services - vegetation management (contract labor) 1.5 K</i>	
				<i>Depration Services 1K</i>	
	546	50	480	Repairs to Buildings (FBO, A, B, C Row install/maint. Gutters; Roof and Door Repair, Painting)	25,000.00
	546	50	481	Repairs to Landing Field	27,000.00
				<i>Brush and Tree clearing: South runway brush clearing - 5K</i>	
				<i>Pavement striping: Runway, parking striping 2K</i>	
				<i>Asphalt Crack Seal; Airport Office: Pave Westside taxiway, gate entrance, FBO parking overlay 15K</i>	
				<i>Cracksealing Farwest 5K</i>	
	546	50	487	Repairs to Electrical (runway lighting; hangar lighting/electrical)	2,500.00
	546	50	488	Repairs to mowing Equipment	1,000.00
	546	50	489	Vehicle Maintenance (oil, maintenance, repairs license tab - 2008 Nissan Truck)	1,500.00
	546	70	440	Advertising / Promotions (website, signs, promotional materials)	1,500.00
	546	80	310	Operating Supplies (PAPI lightbulbs, paint, small hardware, herbicides)	4,000.00
	546	80	311	Safety Supplies - (Decoys, Signing, Windsocks, Fire extinguishers)	1,000.00
	546	80	320	FUEL (for airport vehicle & mowing)	1,500.00
	546	80	350	Small Tools and Equipment	100.00
	546	80	460	Property Insurance	21,000.00
				<i>1. Hiscox Director's and Officers Liability \$3,386 (Board, mngr, employee)</i>	
				<i>2. Fournier Group Mutual of Enum. \$848 (Airport vehicle)</i>	
				<i>3. Fournier Group ACE Property Insurance - \$8,600 (aviation general liability)</i>	
				<i>4. Fournier \$2,048 (UST - \$1,948) (Terrorism -\$100)</i>	
				<i>5. WCIA Property-\$3,050 and employee \$3,000</i>	

				WCIA Property (City of Kelso)	
	546	80	471	Electricity	10,000.00
	546	80	472	Garbage/Water/Stormwater Management	10,500.00
	546	80	473	Sanitation	2,300.00
	546	80	490	Miscellaneous (misc., \$700 annual BNSF easement cost)	3,000.00
	594	11	001	CIP Stopway	335,000.00
	594	15	001	Airport Talley Way Fencing and Security Gate	25,000.00
	594	15	002	Airport Beacon Tower Replacement	100,000.00
	594	15	003	Airport Sullivan Hangar Demolition	100,000.00
	594	16	001	Airport AGIS Survey	121,000.00
	594	16	002	Airport Wildlife Study & Management Plan	165,000.00
	594	46	640	Equipment Purchase (replace small riding lawnmower)	3,500.00
	594	46	630	Underground Storage Tanks (Annual Bus. Lic. Renewal \$491; Annual tightness compliance \$800; 3-yr cathodic protection inspection by PCS \$1,300 budget for 2018)	1,300.00
				<b>AIRPORT TOTAL EXPENDITURES</b>	<b>\$1,287,300.00</b>

### Southwest Washington Regional Airport Operating Board

Airport Fund 2017 Budget -- Revenue (1) -- Fund 602 Dept: 59					
602 59	BASU	ELE	OBJ	Account Description	2017
	317	20	00	Leasehold Excise -- Leasehold excise from State	4,200.00
	330	00	01	Intergovt - City of Kelso (3)	76,000.00
	330	00	00	Intergovt - Cowlitz County (3)	76,000.00
	330	00	02	Intergovt - City of Longview (3)	76,000.00
	330	00	03	Intergovt - Port of Longview (3)	65,000.00
	331	20	00	FAA Airport Improvement Grant (Sullivan (100,000), Beacon Tower (100,000), Fence/Gate (25,000))	202,500.00
	334	03	60	WSDOT - Airport Improvement Grant (Sullivan 5,000, Beacon Tower, 5,000, Fence 1,250)	11,250.00
				FAA AIP (90% of 286,000) (AGIS Survey 121,000 and Wildlife Study 165,000)	257,400.00
	334	03	60	WSDOT - Airport Improvement Grant (CIP) (5% of 286,000) (AGIS Survey 121,000 and Wildlife Study 165,000)	14,300.00
	336	00	00	CC Rural Development Grant Stopway (CIP) (2)	335,000.00
	336	00	00	CC Rural Dev & Capital Reserve (5% of Hgr Demo/Beacon/Fence - 11,250); (5% AGIS Survey and Wildlife Study - 14,300)	25,550.00
	361	11	00	Interest Income	100.00
	362	30	01	Tie Down Fees	2,100.00
	362	50	00	Hangar Leases	108,500.00
	362	50	01	Land Leases (hgr 56, lifeflight, prime, clary)	25,700.00
	362	60	00	Rentals - Apartment (law enforcement)	7,700.00
				<b>Airport Total Revenue</b>	<b>\$1,287,300.00</b>

# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

City of Kelso 2017-2019 Biennium State  
Legislative Agenda

**Agenda Item:** \_\_\_\_\_

**Dept. of Origin:** \_\_\_\_\_ City Manager's Office

**For Agenda of:** \_\_\_\_\_ October 4, 2016

**Cost of Item:** \_\_\_\_\_ N/A

**City Manager:** \_\_\_\_\_ Steve Taylor

### **PRESENTED BY:**

Steve Taylor, City Manager

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### **AGENDA ITEM ATTACHMENTS:**

Proposed City of Kelso 2017-2019 Biennium State Legislative Agenda  
AWC 2016 Legislative Session City Priorities - Outcomes

### **SUMMARY STATEMENT:**

The City is actively engaged with the state legislature advocating for Kelso's priorities and funding needs. The attached 2017-2019 State Legislative Agenda is the City Council's official statement of legislative priorities that guides the advocacy efforts of our government relations team as the next legislative session unfolds.

As in prior years, the updated legislative agenda also expresses support for the Association of Washington Cities' priorities. The Association's priorities for 2017 have yet to be adopted, but this agenda item contains the 2016 priorities related to infrastructure funding, public records relief, fiscal sustainability, human services and affordable housing, and emergency responsiveness.

### **OPTIONS:**

- 1) Move to adopt the City of Kelso 2017-2019 Biennium State Legislative Agenda
- 2) Do not adopt the legislative agenda
- 3) Provide staff with direction to amend the agenda and bring back for future consideration

### **RECOMMENDED ACTION:**

Move to adopt the 2017-2019 State Legislative Agenda.



## **City of Kelso 2017-2019 Legislative Biennium Agenda**

### **Tam O'Shanter Athletic Complex Improvements**

Centrally located in Kelso, Tam O'Shanter Park is a regionally-significant athletic complex which provides recreation and expansive public space for residents. The park contains three baseball and softball stadiums, soccer fields and disc golf, in addition to river trails, playgrounds and community gathering space. The park's heavy usage and limited ingress/egress points have created a need for additional parking facilities that improve access for both patrons and emergency vehicles. Tam O'Shanter's current paved parking areas are insufficient for demand, and auxiliary lots are difficult to maintain or prone to standing water. Kelso requests \$1 million to construct additional parking facilities to improve emergency access and accommodate the expanded use of city parks.

### **West Main Street Realignment Completion**

Kelso requests \$5 million for Phase II of the West Main Street Realignment Project. The West Main Corridor provides a direct route from SR 4 to I-5 through Kelso and improves access to SR 411. Phase II will complete the project and includes right-of-way acquisition, widening of the corridor, and intersection improvements at the SR 4 junction. This project will enhance safety and relieve congestion by offering a direct route between two major state highway facilities.

### **Public Works Infrastructure Funding**

Throughout the last several years, funding for public works infrastructure projects has effectively been eliminated with defunding of the Public Works Assistance Account, culminating in a sweep of \$16 million from project repayments in 2016. Moving forward, cities must have access to a program that allows for the expansion and preservation of essential infrastructure. The City supports efforts to create a long-term funding source for public works infrastructure.

### **Indigent Defense Standards:**

Kelso requests additional funding assistance to meet the new Supreme Court-mandated caseload limits. Under new standards, Kelso's indigent defense costs increased over 60% from \$90,000 to \$145,000 annually. Although expansion of the current public defense grant programs is appreciated, this is not a sustainable funding mechanism to address local financial burdens long-term. Kelso requests that the Legislature provide additional relief for the financial impact of these new caseload standards.

### **Basic Law Enforcement Academy Funding**

Law enforcement and public safety is a top priority in the City of Kelso. In five years, 46% of the department (12 officers) is eligible for retirement, and one-third is eligible today. Delays in training new officers due to wait-listing at the Basic Law Enforcement Academy are costly for cities and dangerous, both to fellow officers, and potentially to the public at-large. Kelso requests new and sustainable funding to add sufficient classes at the Criminal Justice Training Center in order to minimize delays and provide appropriate law enforcement training.

*The City supports the Association of Washington Cities' legislative agenda.*



### Infrastructure

**Halt the diversion from critical infrastructure programs to help cities grow and prosper**

**Pro** – In initial budget proposals, House budget leadership and the Governor did not propose further reductions in key programs like the Public Works Trust Fund. While the House and Senate ultimately agreed to further reductions in the final budget sent to the Governor, the Governor vetoed the cuts to keep the fund alive in the out years. The critical question: Is there bipartisan interest in figuring out “what’s next?”

**Con** – Senate budget leadership proposed and stated that fees and loan repayments to the Public Works Trust Fund should be diverted to other uses. The House ultimately agreed. Even though the Governor vetoed these provisions, the threat remains.



### Fiscal Sustainability

**Ensure sufficient and flexible revenue for essential city services**

**Pro** – Neither the Governor or House budget leadership proposed reductions in revenues shared with cities. Bipartisan legislation was proposed in both the House and Senate to eliminate the recession-era cap placed on liquor profits shared with cities and counties and had broad House support. A cap on the city utility tax was killed.

**Con** – Neither House or Senate budget writers allowed the city-sponsored liquor budget cap removal bill to move forward. Legislators are predominately focused on their own challenge to fund education and continue to lack a basic understanding of city fiscal challenges. Cities continued to fend off Senate proposals like capping local utility taxes and defunding programs and services like MRSC. Additionally, local Business & Occupation tax authority is under review by a task force during the interim.



### Public Records

**Strengthen the Public Records Act in response to changing technology and burdensome requests**

**Pro** – Legislative champions in the House actively promoted bipartisan legislation aimed to address changing technology and burdensome requests. Constructive legislation was passed with bipartisan support that promises some relief for those cities that have law enforcement body camera technology.

**Con** – House leadership ultimately stopped short of allowing a vote on the floor for a modest proposal addressing public records abuses and failed to give the Senate the opportunity to seriously consider the city proposal.



### Human Services, Homelessness and Affordable Housing

**Enhance the provision of much needed human service programs to address issues that drive increased homelessness and public safety costs**

**Pro** – Legislators focused greater attention on these issues, which resulted in small, but important, additional investments in mental health and homelessness.

**Con** – City priority bills aiming to help provide more affordable housing (low-income and market rate) did not advance. The funded investments, though appreciated, are not enough to have significant impact.



### Emergency Responsiveness

**Help cities prepare for and address impacts of natural disasters and other emergencies**

**Pro** – The final budget provides relief for expenses incurred fighting last summer’s devastating wildfires.

**Con** – The House failed to move a city proposal that would have addressed regulating fireworks during times of drought and threat of wildfires. The Senate was not interested in taking up this issue without House action.

Contact:

**Dave Williams**

Director of Government Relations  
davew@awcnet.org • 360.753.4137



# **AGENDA SUMMARY SHEET**

## **Business of the City Council City of Kelso, Washington**

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### **SUBJECT TITLE:**

2017-18 Budget Workshop

Agenda Item: \_\_\_\_\_

Dept. of Origin: \_\_\_\_\_ City Manager's Office

For Agenda of: \_\_\_\_\_ October 4, 2016

Cost of Item: \_\_\_\_\_ N/A

### **PRESENTED BY:**

Steve Taylor, City Manager

City Manager: \_\_\_\_\_ Steve Taylor

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### **AGENDA ITEM ATTACHMENTS:**

### **SUMMARY STATEMENT:**

Staff will update Council on the 2017-18 Biennial Budget preparation effort and respond to Council's request for costs related to funding additional employee positions.