2026 – 2028
Agreement

By and Between

CITY OF KIRKLAND

and

KIRKLAND POLICE GUILD
COMMISSIONED STAFF

2026 – 2028
Agreement
By and Between
City of Kirkland
and
Kirkland Police Guild
Commissioned Staff

TABLE OF CONTENTS

PREAMBLE 6
ARTICLE 1 – DEFINITIONS 6
ARTICLE 2 – RECOGNITION 7
2.1 RECOGNITION 7
2.2 NEW CLASSIFICATIONS 7
2.3 CONTRACT PROPOSALS 7
ARTICLE 3 – GUILD SECURITY 8
3.1 MEMBERSHIP 8
3.2 DUES DEDUCTION 8
3.3 BARGAINING UNIT ROSTER 8
3.4 NONDISCRIMINATION – GUILD ACTIVITY 8
ARTICLE 4 – GUILD/EMPLOYER RELATIONS 9
4.1 GUILD ACCESS 9
4.2 FACILITY USE 9
4.3 STEWARDS 9
4.4 ORIENTATION 9
4.5 BULLETIN BOARDS 9
4.6 CONTRACT DISTRIBUTION 9
4.7 NEGOTIATIONS RELEASE TIME 9
4.8 GRIEVANCE RELEASE TIME 9
4.9 GUILD BUSINESS 10
ARTICLE 5 – EMPLOYMENT 10
5.1 PROBATIONARY PERIODS 10
5.2 TYPES OF EMPLOYMENT 10
5.3 CONTRACTORS 10
5.4 STUDENTS/INTERNS/VOLUNTEERS 10
5.5 EXTRA-DUTY EMPLOYMENT 11
ARTICLE 6 – HOURS OF WORK AND OVERTIME 11
6.1 WORKDAY/WORKWEEK 11
6.2 PATROL SQUAD BIDDING 14

6.3 POWER SHIFTS 15
6.4 REST/MEAL BREAKS 16
6.5 OVERTIME 16
6.6 COMPENSATORY TIME 17
6.7 LEAVE CONSIDERATIONS 17
6.8 DISPUTE RESOLUTION 18
ARTICLE 7 – EMPLOYMENT PRACTICES 18
7.1 NONDISCRIMINATION 18
7.2 JOB POSTING 18
7.3 PROMOTIONS 19
7.4 SPECIAL ASSIGNMENTS 19
7.5 PERSONNEL FILES 21
7.6 EVALUATIONS 22
7.7 BILL OF RIGHTS 23
7.8 DISCIPLINE/CORRECTIVE ACTION 24
ARTICLE 8 – SENIORITY 26
8.1 DEFINITIONS 26
8.2 APPLICATION OF SENIORITY 26
8.3 LOSS OF SENIORITY 27
8.4 LAYOFFS 28
8.5 NOTICE 28
8.6 MEETING WITH GUILD 29
8.7 AFFECTED GROUP 29
8.8 VACANT POSITIONS 30
8.9 SENIORITY LIST 30
8.10 ORDER OF LAYOFF 30
8.11 COMPARABLE EMPLOYMENT 30
8.12 LAYOFF OPTIONS 30
8.13 REDUCTION HOURS/FTE 31
8.14 RECALL 31
8.15 VACATION & LEAVE CASH OUTS/PAY 32
8.16 UNEMPLOYMENT CLAIMS 32
ARTICLE 9 – WAGES 32
9.1 WAGE SCHEDULE 32
9.2 HIRE-IN RATES 33
9.3 SPECIALTY PAY 33
9.4 LONGEVITY 34
9.5 OUT-OF-CLASS PAY 35
9.6 EDUCATION INCENTIVE 35
9.7 PHYSICAL FITNESS INCENTIVE 35
9.8 SHIFT DIFFERENTIAL 36
9.9 STRIP SEARCHES 36
ARTICLE 10 – OTHER COMPENSATION 36
10.1 STANDBY PAY 36
10.2 CALL-BACK PAY 36
10.3 MILEAGE REIMBURSEMENT 36

10.4 CLOTHING AND EQUIPMENT 37
11.1 HOLIDAYS 37
11.2 HOLIDAY ELIGIBILITY 37
11.3 HOLIDAY OBSERVANCE 38
11.4 HOLIDAY ON DAY OFF 38
11.5 HOLIDAY COMPENSATION 38
11.6 HOLIDAY CASH OUT 39
ARTICLE 12 – VACATION 39
12.1 VACATION ACCRUAL 39
12.2 VACATION UPON TERMINATION 40
ARTICLE 13 – SICK LEAVE 40
13.1 SICK LEAVE ACCRUAL 40
13.2 SICK LEAVE USAGE 41
13.3 SHARED LEAVE 41
13.4 COORDINATION – WORKERS' COMPENSATION 41
13.5 FAMILY MEMBER 42
ARTICLE 14 – LEAVES OF ABSENCE 42
14.1 IN GENERAL 42
14.2 JURY DUTY/COURT 43
14.3 MILITARY LEAVE 43
14.4 BEREAVEMENT 43
14.5 MAINTENANCE OF SENIORITY 43
14.6 LEAVE WITHOUT PAY 43
14.7 FAMILY LEAVE FMLA 43
14.8 MATERNITY LEAVE 44
14.9 INCLEMENT WEATHER 44
14.10 PAID FAMILY MEDICAL LEAVE 44
ARTICLE 15 – HEALTH & WELFARE 45
15.1 MAINTENANCE OF BENEFITS 45
15.2 HEALTH AND LIFE INSURANCE 45
15.3 FLEXIBLE SPENDING ACCOUNT – FSA 46
15.4 RETIREE MEDICAL 46
15.5 RETIREMENT 46
15.6 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA) 46
15.7 EMPLOYEE HEALTH CENTER 46
15.8 PROFESSIONAL HEALTH SERVICES 46
ARTICLE 16 – TRAINING 47
16.1 TRAINING 47
16.2 TRAINING REIMBURSEMENT 47
ARTICLE 17 – LABOR/MANAGEMENT COMMITTEES 47
17.1 PURPOSE AND COMPOSITION OF COMMITTEES 47
17.2 COMPENSATION 47
ARTICLE 18 – HEALTH & SAFETY 47
18.1 SAFE WORKPLACE 47
18.2 HEALTH & SAFETY PLAN 48

18.3 DRUG FREE WORKPLACE 48
18.4 WORKPLACE VIOLENCE 48
ARTICLE 19 – GRIEVANCE PROCEDURE 48
19.1 GRIEVANCE DEFINED 48
19.2 GRIEVANCE PROCEDURE 48
19.3 GUILD/EMPLOYER GRIEVANCE 50
19.4 SCHEDULE OF MEETINGS 50
ARTICLE 20 – NO STRIKE / NO LOCKOUT 50
20.1 NO STRIKE / NO LOCKOUT 50
ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES 50
21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES 50
21.2 INSURANCE 51
ARTICLE 22 – GENERAL PROVISIONS 51
22.1 SAVINGS CLAUSE 51
ARTICLE 23 – ENTIRE AGREEMENT 51
23.1 DURATION CLAUSE 51
23.2 ENTIRE AGREEMENT 52
Appendix "A" 54
Appendix "B" 58
Appendix "C" 79
Appendix "D" 81
Appendix "E" 82
Memorandum of Understanding – PORAC Retiree Medical Trust 83

2026 – 2028
Agreement
By and Between
City of Kirkland
and
Kirkland Police Guild
Commissioned Staff

PREAMBLE

THIS AGREEMENT is made by and between the CITY OF KIRKLAND, WASHINGTON, (hereinafter referred to as the "Employer"), and the Kirkland Police Guild (hereinafter referred to as the "Guild").

The purpose of the Employer and the Guild in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" shall include all full-time commissioned Police Officers, Corporals, and Sergeants within the City of Kirkland Police Department. Should the City wish to create part-time Police Officer position(s) during the contract term, the parties agree to reopen this Agreement for the sole purpose of negotiating the decision and effects of adding part-time Police Officers to the bargaining unit.

"Base Rate" shall mean an employee's standard, straight-time rate of pay, excluding all premiums, bonuses, incentives, allowances, and other add-to-pays.

"Employee" shall mean regular, full-time employees in the bargaining unit (as defined in Article 3 and Article 5) covered by this agreement.

"Employer" shall mean the City of Kirkland, Washington.

"Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of modified duty with reasonable accommodation, and the Employee's ability to perform the required duties.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, spouse, sibling, child, grandchild, domestic

partner (as defined by Employer Policy), and other persons with the approval of the City Manager or designee. This definition only applies to Immediate Family where the definition of Immediate Family is not contained in the statute. Statutory definitions of Immediate Family are used where appropriate (i.e. FMLA and PFML).

"On-Call" status shall mean an employee who is assigned on-call status and has an individual duty to respond to duty.

"Regular Rate" as used in this contract means the employee's regular rate of pay plus any specialty pay, assignment pay, differential pay, education pay, longevity pay, and any other remuneration for employment provided in the contract for which the employee is eligible.

"Special Assignment" is defined as those specific job assignments, requiring specialized training, knowledge, skill, or expertise, as identified in Article 7.4.

"Standby" shall mean an employee specifically approved by command staff to be ready reserve for a specific period of time and is on compensable time, prepared and available to be assigned for immediate service as needed.

"Temporary Assignment" is defined as any other assignment besides Special Assignment and Auxiliary Duties.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The employer recognizes the Guild as the sole and exclusive bargaining representative for all commissioned employees below the rank of Lieutenant for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and conditions of employment.

2.2 NEW CLASSIFICATIONS

If new classifications are established by the Employer and added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an employee is appointed to a position substantially different than the employee's classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Guild for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Guild. If the parties cannot agree to the pay range after negotiations and mediation, the matter shall be submitted to binding arbitration. The interest arbitrator shall establish a fair and equitable pay scale for the new or changed classification using interest arbitration statutory processes.

2.3 CONTRACT PROPOSALS

The Employer recognizes and agrees to discuss contract proposals with the members of the Guild's Executive Board or their designated representative(s) only. The Guild recognizes the City as the representative of the people of the City of Kirkland and agrees to negotiate only

with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

The Guild will promptly notify the Human Resource Director and the Chief of Police in writing of their designated representative(s).

ARTICLE 3 – GUILD SECURITY

3.1 MEMBERSHIP

The Employer recognizes that members of the Kirkland Police Department may, at their discretion, become members of the Guild. The Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

3.2 DUES DEDUCTION

The Employer, when authorized and directed by a member of the Guild in writing upon an authorization form provided by the employer to do so, shall deduct Guild dues from the wages of an employee.

3.2.1 Payroll Deduction – Upon written voluntary authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Guild and shall forward such sum to the Guild. Should any employee not have any monies due to them, or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month.

3.2.2 An authorization for payroll deduction may be canceled upon written notice to the Employer and the Guild before the 15th day of the month in which the cancellation is to become effective, subject to the provisions of this article.

3.2.3 The Guild shall indemnify, defend, and hold the Employer harmless against claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Guild with a roster of employees covered by this Agreement on a monthly basis.

The Guild agrees to supply both the Chief and Human Resources with a current list of Guild officers. The Employer will recognize the officers as soon as the list is received, in writing, by the Department and Human Resources.

3.4 NONDISCRIMINATION – GUILD ACTIVITY

Neither party shall discriminate against any employee or applicant for employment because of

membership in or non-membership in or activity on behalf of the Guild.

ARTICLE 4 – GUILD/EMPLOYER RELATIONS

4.1 GUILD ACCESS

The Guild's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE

Guild meetings may be scheduled and held on City premises. The Chief's approval pursuant to this Section shall not be unreasonably withheld.

4.3 STEWARDS

The Executive Board of the Guild, or other designee, represents the members as stewards.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of Article 3.1 and Guild contact information.

4.5 BULLETIN BOARDS

The City shall permit the reasonable and lawful use of bulletin boards by the Guild for the posting of notices relating to official Guild business.

4.6 CONTRACT DISTRIBUTION

The Guild will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer shall endeavor to allow a minimum of three (3) members of the Guild's negotiation committee to attend negotiation sessions during on-duty time, provided however, that operational necessities shall remain the priority and not more than two of the on-duty members shall be from any single division or workgroup, without prior authorization of the Chief or designee. Such members shall be designated by the Guild at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that staffing on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiation session is held).

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance requiring any substantial use of on- duty time, stewards or officers shall provide notice to the Chief or designee.

4.9 GUILD BUSINESS

The Chief or designee shall endeavor to allow Guild Officials time off while conducting official "duty to represent" guild business on behalf of employees in the bargaining unit, including grievance resolution and arbitration, provided that:

4.9.1 They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;

4.9.2 The Employer is able to properly staff the employees' job duties during the time off; and

4.9.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild Official not taken time off (i.e., no overtime expenditures).

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

New Employee /Promoted Employee Probationary Period

5.1.1 Probationary period for new officers will be completed 12 months after assignment to solo patrol status in order to allow sufficient time to evaluate the new Officer.

5.1.2 Lateral Candidates, who do not attend the 720 hour Academy, will serve a probationary period that will be completed 12 months after assignment to solo patrol status in order to allow sufficient time to evaluate the new Officer.

5.1.3 Employees promoted to Police Corporal or Police Sergeant will serve a probationary period of 12 months.

5.1.4 When any probationary employee misses more than 30 workdays, including modified duty time, their probationary period shall be extended the same number of workdays missed unless expressly waived by the Chief of Police.

5.2 TYPES OF EMPLOYMENT

The employment positions of this bargaining unit are covered by and subject to Civil Service regulations. Regular position appointments are described therein. The establishment and appointment to other types of employment would require agreement by the Employer, Guild and Civil Service Commission.

5.3 CONTRACTORS

Not applicable to this unit.

5.4 STUDENTS/INTERNS/VOLUNTEERS

Student, volunteers and Internship programs may be created by the Employer provided such programs do not involve bargaining unit work. In the event the Employer seeks to have volunteers conduct bargaining unit work, it will provide notice to the Guild and

negotiate any such change.

5.5 EXTRA-DUTY EMPLOYMENT

The Memorandum of Understanding between the parties regarding Extra-Duty Employment is incorporated herein by reference.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

6.1.1 For the term of this agreement (2026-2028), these provisions as outlined in Article 6 shall apply.

6.1.2 For purposes of the shift assignment language in this Article, operational need shall be defined as relationship issues, personality conflicts, and other like issues, and active auxiliary duties in SRT, Firearms, DT.

6.1.3 Any employee reassigned to a different shift due to auxiliary duties shall receive equal to one and one-half percent (1.5%) of their base salary paid only for the duration of the time spent in the different bid position.

6.1.4 Additionally, operational need extends to reassignments for employee performance, provided that such reassignments shall be for grievable just cause, provided further that any such reassignments shall be considered for progressive discipline purposes to be the equivalent of a written reprimand.

6.1.5 There shall be a total of three (3) shifts: Days, Swings, and Nights. The work week for all patrol officers shall be four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off except for the week during which patrol officers transition to their new shift, which could see some officers working seven (7) or more consecutive days over two (2) Work Periods. All time worked in excess of the normal or regularly assigned work week shall be compensated in accordance with Article 6.5.

Shift	Hours	Monday – Thursday	Thursday – Sunday
Day Shift:	0630 to 1630	A Squad	B Squad
Swing Shift:	1500 to 0100	C Squad	D Squad
Night Shift:	2100 to 0700	E Squad	F Squad

Minimum Staffing for leave time and overtime considerations shall not fall below 18 patrol staff (includes Sergeants and Corporals) during any 24-hour period.

During the term of this contract, based on operational needs, management reserves the right to change:

1. The minimum staffing per 24-hour period, which will not be less than the minimum of 18.
2. The staffing allocation per squad (minimum plus one) and staffing assignments, including the allocation of Sergeants and Corporals within each squad.

The parties understand that the established minimum staffing level shall be used both for purposes of granting (or denying) leave requests and invoking overtime or backfill to provide staffing to cover the stated minimum, provided that for purposes of leave requests there is a "plus one" that recognizes a buffer to accommodate non-discretionary leave.

6.1.6 The work hours for Patrol shall be the equivalent of 2080 hours on an annualized basis. For purposes of complying with the Fair Labor Standards Act, as authorized by the 7(k) exemption, the work period shall be twenty-eight (28) days ("Work Period"), scheduled in seven (7) day increments, Thursday through Wednesday. The Employer shall publish and make available the actual dates of the FLSA twenty-eight (28) day cycles for the term of this agreement.

6.1.7 Traffic Officers shall work four (4) consecutive ten (10) hour shifts with three (3) consecutive days off. The Traffic Officer duties may be adjusted to meet operational needs within their normal shift time. The Traffic Officer start times may be adjusted by four (4) hours (earlier or later) which cannot affect their days off.

6.1.8 Detectives shall work four (4) consecutive ten (10) hour shifts with three (3) consecutive days off. The Detective Sergeant position will be four (4) consecutive ten (10) hour shifts with three (3) consecutive days off. Corporals shall work staggered shifts.

The schedule of four (4) consecutive ten (10) hour shifts with three (3) consecutive days off may only be changed for training (other than in-service) or conference of more than one workweek in duration. Changes for other purposes are subject to the provision of Article 6.1.12.

6.1.9 The schedule for the School Resource Officer (SRO) shall be either five (5) consecutive days per week, eight (8) hours per day, with not less than two (2) consecutive days off, or four (4) consecutive days per week, ten (10) hours per day, with not less than three (3) consecutive days off. The total hours worked shall not exceed forty (40) hours unless expressly pre-approved by the Unit Supervisor or Command Staff. The starting and ending time may be staggered by a maximum of four (4) hours to meet operational needs or if requested by the employee and approved by the Supervisor. Employees in the Unit may be scheduled to work with other divisions in the event of operational or staffing needs. Employee Volunteers will be assigned to the Unit, provided the employer retains the right to assign employees where no volunteers are forthcoming, provided further that if a non-volunteer is utilized the normal rules from this

article concerning schedule changes and overtime shall apply.

6.1.10 The Neighborhood Resource Officers (NRO), Training Officers, Training Sergeant, and Community Service Unit (CSU) Sergeant shall work either a four (4) days per week, ten (10) hours a day work week, or a five (5) days per week, eight (8) hours per day work week; with the standard work schedule being 4-10's with three consecutive days off. The starting and ending time may be staggered by a maximum of four (4) hours to meet operational needs or if requested by the employee and approved by the Supervisor.

6.1.11 The working hours for Traffic and Detectives shall be equivalent to 40 hours a week or an annualized basis of 2080 hours. The working hours for Patrol shall be equivalent to 40 hours a work week on an annualized basis of 2080 hours, and all briefing and other preparatory time shall be included in the regular work shift.

6.1.12 Employees shall be provided at least fourteen (14) calendar days notice prior to a change in their regular shift, unless mutually agreed to waive by the employee, Guild and Employer. For purposes of complying with Article 7(k) of Fair Labor Standards Act, the Patrol Division work period shall be twenty-eight (28) days and the Detective Division, Training Unit and Traffic Unit seven (7) days (Monday through Sunday).

6.1.13 The Pro Act Detectives will work a 4/10 schedule, with ten (10) consecutive hours per workday. The parties agree that the weekly work schedule will be flexible, in order to address crime trend and assignments in a timely manner and not bound by Article 6.1.12 This flexibility will allow starting times to vary by a maximum of four (4) hours (earlier or later) to meet operational needs or if requested by the employee and approved by the supervisor. There will not be less than three (3) consecutive days off each work week, without resulting in overtime.

6.1.14 Officers may request a maximum of a four hour adjustment in their normal shift start time, with the approval of the Unit supervisor on days that are either preceding or following their normally scheduled shift with the shift ending the same number of hours later. These requests may be used in order to accommodate training and/or known court conflicts. Approved leave will not be cancelled to accommodate the adjustment request. The Employer may deny or revoke the adjustment to maintain minimum staffing levels in accordance with Article 6.1.5.

In addition, those Officers who are assigned to graveyard shift may be relieved from duty the shift preceding the training without loss of time and with command staff approval when the following criteria are met:

- The Officer is attending either mandatory department training and/or instructing for department in-service or representing the department in an official capacity; and
    - Training/Instruction date falls between two shifts; and
    - Training/Instruction starts before 1000 hours.

- The Officer has been subpoenaed to appear or testify in Superior Court or Inquest proceedings; and
    - Such appearance/testimony date falls between two shifts or the day immediately following a graveyard shift (i.e. the Officer's first regular day off); and
    - Appearance/testimony starts before 1000 hours; and
    - The Officer must make reasonable efforts to schedule court appearances at times that do not trigger this provision when feasible.

All efforts will be made by the Unit supervisor and the Training Unit to minimize these occurrences and to continue to utilize shift adjustments when possible.

The schedule modifications contemplated under this Section are still subject to the fourteen-day notice provisions of Section 6.1.12.

6.1.15 The schedule for newly created assignments, and other assignments not described above, shall be established by the City, notice provided to the Guild, and bargained upon request.

6.2 PATROL SQUAD BIDDING

6.2.1 Squad Bidding. Uniform patrol personnel will be afforded the opportunity to bid for their preferred squad (A, B, C, D, E, F) in uniform patrol based upon their classification seniority. Probationary personnel are exempted and excluded from the bid process, except that probationary personnel who are projected to be off probation prior to the new schedule starting may participate in the shift bid.

6.2.2 Employees to be assigned to patrol will bid annually for their preferred squad by classification based upon seniority and through submittal of a bid sheet. Personnel on leave who do not make themselves available may submit their bid sheet electronically. Should the employee fail to respond prior to the deadline, they shall sacrifice their place in the bid process.

6.2.3 Once employees have submitted their bids for their preferred squad, the department may balance personnel within each shift (days, swing, or night shifts).

6.2.4 Once the bid has been finalized and posted, if an opening occurs on a shift prior to the beginning of the new schedule starting because of a promotion, transfer or other vacancy, management will utilize the existing bid sheets to fill this vacancy; provided, employees may decline the new shift assignment and maintain their original shift that resulted from the finalized and posted shift bid. Once the new schedule starts, any vacancy or rebalancing of the squads will be done in accordance with 6.2.6.

6.2.5 The Department will utilize a twelve (12) and/or fourteen (14) week rotation of the work week (days off) for the patrol division . Some Officers may potentially work seven (7) consecutive days during the week that straddles the end of one rotation and the start of the next one. However, because those seven (7) days occur over two distinct

twenty-eight (28) day work periods, no overtime will need to be paid for hours worked during that week resulting from the transition from one squad to another. In the event overtime nonetheless does occur during this transition week for reasons other than the transition from one squad to another, overtime would be paid.

6.2.6 The Department may move an officer during the year based upon shift imbalances created by reduced staffing levels due to extended absence (i.e. - FMLA, L&I, Administrative Leave, Employee Resignation) or other like causes. In making such changes, the Department will determine which squad an employee will be removed from. The Department will request volunteers and make remaining assignments by utilizing the least senior officer(s) from the designated squad. Any deviations from seniority for such rebalancing is subject to the "operational needs" language in this Article.

6.2.7 Probationary employees shall not be allowed to draw a squad, except as allowed by 6.2.1 and will be assigned to allow for the development of police skills during the probationary period.

6.2.8 Employees reassigned, outside the bid process, to the patrol division from other organizational units shall be assigned where the personnel needs of the department dictate. Squad assignments will be subject to the Department's discretion to reassign (at any time) for operational need. Before any reassignment is made, the Department will notify the involved employee and the Guild with an explanation in writing for such reassignment.

Any reassignments will be made in accordance with Article 6.1.12 and give consideration to seniority.

6.3 POWER SHIFTS

In administering hours of duty, the Employer will maintain existing shift arrangements except as follows:

6.3.1 The City may add a "power shift" or other special shift arrangement to include such hours as the Chief of Police directs; including shifts consisting of 8, 10, or 12 hours.

6.3.2 Such "power shift" or other special shift arrangement shall be staffed initially by (employee) volunteers.

6.3.3 If a sufficient number of qualified (employee) volunteers fail to come forward, shifts will be staffed by the Chief of Police using criteria that meets the reasonable operating needs of the employer, taking into consideration the seniority of affected employees where practical.

Power shift assignments will be for a minimum of twelve (12) months and may be extended with the concurrence of the assigned officer to meet the operational needs of the department. Officers will not be required to complete more than one power shift

assignment in any forty-eight (48) month period.

6.3.4 Additionally, the Chief of Police may temporarily adjust the existing shifts if personnel shortages or an unanticipated event is deemed to hamper the effectiveness of the police department. Once the department is re-staffed or the event is over, the department will return to the existing shifts.

6.4 REST/MEAL BREAKS

For employees on eight (8) and ten (10) hour shifts, a workday shall include at least a thirty (30) minute lunch break. For employees on twelve (12) hour shifts, a workday shall include at least two (2) thirty (30) minute lunch breaks.

6.5 OVERTIME

All work, which has been specifically pre-approved by supervisory personnel, performed in excess of the normal work day or on a day off shall constitute overtime and shall be paid for at one and one-half times the employee's straight time hourly rate, unless such work is caused by change of shift, as set forth in Article 6.1 above. For officers working either eight (8) or ten (10) hour shifts, the hourly rate shall be determined by dividing the annual straight time hourly rate by 2080. For officers working twelve (12) hour shifts, the hourly rate shall be determined by dividing the annual straight time hourly rate, by 2190 hours. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an employee's regular rate for overtime purposes. All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

<u>Overtime – Minimum Call-Back, Court Appearances, and Breathalyzer Hearings</u>

In the event that overtime which has been specifically pre-approved by supervisory personnel is not an extension at the beginning or end of a normal shift, the employee shall be paid at the rate of one and one-half times his regular hourly rate commencing at the time work is actually being performed or as is otherwise required by the FLSA, with a minimum of three hours. Court hearings, as well as breathalyzer hearings will be considered, upon notification, as specifically pre-approved by supervisory personnel. It is mandatory for an employee to respond to work if so directed by supervisory personnel.

PIO Cadre: If a PIO Cadre member is asked to perform PIO tasks from home, he or she shall receive overtime compensation or comp time at the overtime rate for actual time worked in fifteen (15) minute increments, with a fifteen minute minimum (e.g. PIO Cadre member will be paid fifteen minutes at the overtime rate if the actual time worked is seven minutes). However, if the actual time worked exceeds sixty (60) minutes in total or if the PIO Cadre member responds to the station to perform the requested tasks, the three (3) hour minimum call-back pay or comp time provisions will apply (e.g., if the actual time worked for all press releases from home that day totals more than sixty minutes, the PIO Cadre member will be paid three hours at the overtime rate).

Detective Sergeant Off Duty Calls: Detective supervisors are often required to handle work-related phone calls while off duty. Although these calls typically do not require returning to work, they can disrupt personal time. To compensate for this disruption:

A. Detective supervisors will receive overtime pay or compensatory time at the overtime rate for the time spent on these calls.
B. Compensation will be calculated in fifteen (15) minute increments, with a minimum of fifteen (15) minutes paid per call.
    i. *Example: If a call lasts 7 minutes, the supervisor will be compensated for 15 minutes at the overtime rate.*
C. In addition to time spent on calls, detective supervisors will receive up to thirty (30) minutes of overtime or compensatory time at the overtime rate per day for time spent waiting for return phone calls.
D. If the total time spent on calls or waiting exceeds sixty (60) minutes in a day, or if the detective supervisor is required to report to the station, the three (3) hour minimum call-back pay, or compensatory time provision will apply.

6.6 COMPENSATORY TIME

6.6.1 Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated or compensatory time awarded at the rate of one and one-half (1½) times the employee's regular rate of pay or in the case of callback a minimum of three (3) hours of overtime or compensatory time shall be granted. Compensatory time shall be awarded by mutual agreement between the employee and the supervisor at the time of authorizing the overtime.

Should an employee be ordered / "mandatoried" to work overtime, the employee may make an election within the pay period for either compensatory time to be awarded or for the overtime to be paid.

An employee may only accrue compensatory time up to a maximum balance of eighty (80) hours.

6.6.2 Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following December 1st, for all hours earned through November 30th.

6.7 LEAVE CONSIDERATIONS

6.7.1 Employee leave will not be granted on July 4th (Patrol and Traffic, all shifts) & December 31st (Patrol swing shift & Patrol night shift). For the July 4 holiday, non-essential personnel who would normally be required to take the holiday off are allowed to volunteer for posted overtime, as authorized by the Chief or designee. When non-essential personnel volunteer for overtime on the July 4 holiday, pay and other conditions shall be as described in Article 11.5.1. On the years in which July 4th falls on a Thursday, which is an overlap day under the current schedule as outlined in Article 6.1.5 of the CBA, the following procedures apply: If the City is having a 4th of July parade and/or fireworks show, overtime will be posted for one week for the parade and the fireworks show by the first Monday in June. At the end of this posting, any openings will be filled by on-duty personnel working at their normal holiday pay rate. Once it is determined how many on-duty personnel will be needed to fill these openings, personnel may request leave time which will be granted by seniority. Those on-duty employees

who are assigned to work the parade and/or fireworks show may continue to work the rest of their shift or request leave time when the assignment ends if staffing allows. Leave will not be approved that would lower overall staffing below 2 + 10 across all shifts, not at the squad level. If the City is not having a 4th of July organized celebration, personnel may request leave time which will be granted by seniority across shifts, not at the squad level. Leave will not be approved that would lower overall staffing for any shift below 2 + 10. On the years in which December 31st falls on a Thursday, which is an overlap day under the current schedule as outlined in Article 6.1.5 of the CBA, personnel may request leave time which will be granted by seniority across shifts, not at the squad level. Leave will not be approved that would lower overall staffing for any shift below 2 + 10.

6.7.2 The Department reserves the right to deny all personal leave for emergent situations including but not limited to such things as Presidential visits, major sporting events, political/social events likely to cause civic unrest, local special events likely to attract large crowds and like reasons.

6.7.3 The Department reserves the right to deny all personal leave with 14 days' notice for In-Service training or other similar department functions.

6.7.4 The Department reserves the right to deny all leave requests that will result in the relevant shift going below minimum plus one staffing.

6.8 DISPUTE RESOLUTION

The parties commit to participate in labor management meetings as requested or at least quarterly, to discuss issues with the schedule (other labor management topics, as needed).

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Guild and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Guild shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.

Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's Nondiscrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article will not be the subject of grievances under Article 19 of this Agreement.

7.2 JOB POSTING

When any position becomes vacant, the Employer will make every reasonable effort to fill it as

soon as possible.

7.3 PROMOTIONS

Corporal Classification:

The following are the requirements to be eligible for promotions within the bargaining unit:

7.3.1 To be eligible for promotion to Corporal, candidates shall have a minimum of three (3) years full time police experience as a commissioned police officer with two (2) years of service in the City of Kirkland.

7.3.2 Corporals shall advance to Step 2 of the Corporal salary range upon successful completion of the probationary period and completion of two years of service in grade as a Corporal in Kirkland.

7.3.3 During the term of the agreement management will maintain a minimum total of twelve (12) Corporals.

Sergeant:

7.3.4 To be eligible for promotion to Sergeant, candidates shall have a minimum of five (5) years full time experience as a commissioned police officer with four (4) years of service in Kirkland.

7.3.5 Candidates for promotional vacancies within the Guild shall come from an adequately sized pool of eligible candidates from the bargaining unit. An "adequately sized pool" shall be defined as two candidates who meet the qualifications as defined by Section 7.3.1 and 7.3.3

7.4 SPECIAL ASSIGNMENTS

7.4.1 Special Assignment is defined as a primary job assignment, requiring specialized training, knowledge, skill, or expertise. These include Detective, Canine Officer, Traffic, ProAct, PTO, Training Unit, and Community Services Unit.

7.4.2 Auxiliary Duties are those duties performed in addition to patrol duty or specialty duty. Employees are assigned an auxiliary duty after applying for the position and being selected through a competitive testing process. If no employee applies for the position the Chief may appoint an employee to the position for a period of no greater than two (2) years. The exception to the competitive testing process is for three auxiliary positions within Patrol Tactics. These positions will automatically be filled by the two Training Officers (staffing dependent) and the Training Sergeant, and they will remain Patrol Tactics Instructors for the duration of their time in the Training Unit. Upon rotating out of the Training Unit, they will no longer be part of Patrol Tactics but are welcome to test for the next available position. Auxiliary duties may have a minimum and maximum time commitment. Employees assigned to auxiliary duties may be required to provide regular training in their area of expertise or assist patrol with

their expertise.

7.4.2.1 Among other duties, auxiliary duties include firearms instructors, defensive tactics instructors, SWAT members (includes SRT and HNT), EVOC instructors, Patrol Tactics, and less lethal instructors. Employees assigned to firearms, defensive tactics, SWAT (including SRT and HNT), EVOC, Patrol Tactics, and less lethal shall receive a two percent (2%) premium added to the monthly rate of pay of the employee's current classification. An employee shall be eligible to receive compensation for only one auxiliary duty assignment. An employee cannot serve concurrently in more than one auxiliary duty assignment receiving a premium except those assigned to Patrol Tactics or those on SWAT and firearms, SWAT and defensive tactics or SWAT and less lethal.

7.4.2.2 Bilingual Incentive Pay: The City recognizes the benefits of having members who are bilingual to serve as interpreters when necessary. For 2026, employees certified by the Department to provide translator services shall be paid a stipend of seventy-five dollars ($75) per pay period ($150 per month). For each year thereafter, the stipend will be increased by any increase in the June-to-June Seattle Tacoma Bellevue CPI-W. The Employer reserves the right to establish the number of employees eligible for certification. The City and the Guild agree to meet and confer regarding the eligible languages, selection, and certification criteria for the bilingual incentive. The City will pay for all costs of one test for each employee. A certified employee reserves the right to opt out of providing translator services by giving a two-week written notice to the Employer, which would result in the discontinuation of the stipend.

All other assignments which are not Special Assignment or Auxiliary Duty are considered Temporary Assignments.

7.4.3 Employees in a Special assignment shall remain for five (5) years unless the employee's job performance does not meet requirements or the employee requests a transfer or a Special assignment position is eliminated. Employees completing their five (5) year Special assignment may be considered for additional one (1) year extensions based on the operational needs of the department. A notification of a Special assignment opening shall include a minimum time duration for the position. Employees selected for Special Assignment positions will be subject to the department rotation policy without additional incentive pay, unless specifically bargained during future contract negotiations. Rotation or removal for non-disciplinary reasons from a Special, Auxiliary, or Temporary Assignment position is not subject to the grievance procedure.

Additionally, the Detective Unit, PRO-ACT Unit, and Traffic Unit shall include long term "anchor" position(s). Such positions as authorized shall be for a period of ten (10) years, with potential extensions as above. To be eligible for such position, an employee must have served or be serving a tour with the Employer as a detective, ProAct detective, or traffic officer, having completed a period of at least three (3) consecutive years and having served in good standing. Towards the completion of the ten (10) year time period, incumbents in these positions are allowed to retest for the anchor position prior to the expiration of the ten (10) year time period.

7.4.4 Appointment to a Special, Auxiliary, or Temporary Assignment position will be based on a combination of any or all of the following: résumé; written and/or oral examinations; past work performance. Any Special, Auxiliary, or Temporary Assignment eligibility list shall not exceed twelve (12) months.

7.4.5 In the event a non-voluntary assignment is made to a Special, Auxiliary, or Temporary Assignment position in order to meet operational needs, the assignment will be for a maximum of twelve (12) months and may be extended with the concurrence of the assigned officer.

7.4.6 Police management will make the assignments and provide fourteen (14) calendar days' notice except in the cases of emergencies and promotions.

7.5 PERSONNEL FILES

Personnel Files – The City Human Resources Division will retain the permanent personnel file. The Police Department shall maintain only one working personnel file for each employee.

Supervisory notes – This does not preclude a supervisor from maintaining notes regarding an employee's performance for purposes of formulating evaluation and performance appraisal or the department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

Information related to medical, psychological, background check information and grievance records shall be maintained in separate files.

Employees shall have access to their personnel file with reasonable frequency. Upon request, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

Upon receiving a request for all or part of a personnel file from any third party, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except as part of an investigation being conducted by another law enforcement agency, the disclosure of which is necessary for effective law enforcement. Upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release or as otherwise required by law, the employee shall be notified of the request and release will be made as required by law or as above. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file, which, together with the action, will be retained with the action in the personnel file.

Personnel Records Retention:

By law, personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of ten (10) years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.135.

Unless required by State law or CJTC disciplinary process, records older than five (5) years that are retained in an employee's department personnel file may not be admissible in any proceedings between the Employer and the Guild concerning disciplinary action unless such records indicate a pattern of similar types of behavior, complaints, and/or discipline. If an employee has a pattern of similar types of behavior, complaints, and/or discipline, the records may be available to be used against the employee for an additional two (2) year period. The parties retain the right to introduce evidence regarding prior discipline of other employees for the purpose of establishing the consistency or non-consistency of discipline imposed in a case subject to a disciplinary appeal.

7.6 EVALUATIONS

The purpose of evaluation is to help an employee to be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.6.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.6.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.7 BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

7.7.1 Employees shall be informed in writing, of the nature of the investigation, the right to request Guild representation, and whether they are a witness or a subject of the investigation, before any interview of the employee commences. In investigations other than criminal, this will include the name, address, and other information necessary to reasonably apprise them of the allegations of such complaint.

An employee who is identified as a subject of the investigation, shall be advised in writing a minimum of forty-eight (48) hours prior to the time of the interview, if the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to criminal charges or misconduct that could be grounds for termination. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form, provided that the employee either has Guild representation or waives the right to such representation in writing.

7.7.2 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

7.7.3 The interview, which shall not violate the employee's constitutional rights, shall take place in person with the subject of the investigation present at the Kirkland Police Station facility. Witness interviews may occur either in person at the Kirkland Police Station facility or virtually via appropriate media platform where the officer is present at the Kirkland Police Station, or at a location mutually agreeable to the Guild and the Employer. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Guild. Said attorney and/or representative of the Guild may be present during the interview but shall not participate in the interview except to counsel the employee, provided that the Guild representative or attorney may participate to the extent permitted by law.

7.7.4 The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.

7.7.5 The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall they be intimidated in any other manner.

No promises or rewards shall be made as an inducement to answer questions.

7.7.6 It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

7.7.7 At the employee's request, the interview shall be audio recorded. One copy shall be provided to the Guild representative or employee. There shall be no "off-the record" questions. The Employer shall notify the Guild and the Employee within seven (7) calendar days after the Chief of Police has determined an investigation has been completed. In cases where the contemplated discipline is an oral or written reprimand, the investigation shall be provided to the Guild President and Employee upon request. In cases where the contemplated discipline is any discipline above a written reprimand within seven (7) calendar days of the notification of completion of the investigation, and no later than three (3) calendar days prior to a pre- disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the request was initiated by such persons and provided further that such confidential statements may not be relied upon to form the basis of discipline. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

7.7.8 Use of Deadly Force Situations: When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours. The department and the Guild shall mutually agree on designated peer support counselors.

7.7.9 Medical or Psychological Examinations: When there is probable cause to believe that an employee is medically or psychologically unfit to perform his/her duties, the employer may require the employee to undergo a medical or psychological examination in accordance with current standards established by the Washington Association of Sheriffs and Police Chiefs, the International Association of Chiefs of Police, the Americans with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered medical or psychological examinations.

7.8 DISCIPLINE/CORRECTIVE ACTION

No employee shall, by reason of his employment, be deprived of any rights or freedoms, which

are afforded to other citizens of the United States by the State and Federal Constitutions and Washington law.

No employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the employee nor in any internal investigation which could lead to a criminal charge against the employee. Any refusal by an employee to give self-incriminating information under these conditions will not result in the employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the City.

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Guild in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a

Guild and/or legal representative at such an interview. Upon request, the employee shall be afforded a Guild representative. The Employer will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral and written reprimands). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a copy of the investigative file as per Article 7.7.7, and a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Guild representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Guild representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Seniority shall be established upon appointment to a regular full-time budgeted position within the bargaining unit.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit. Classification seniority shall include all time at a higher ranked classification, for which the employee does not have continuing job rights.

Consistent with Article 14.5, the Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions
In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department. Specialty positions shall be filled in accordance with Article 7.4.3.

8.2.2 Layoffs
Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

8.2.3 Bumping
An employee shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications, in accordance with Article 8.12.2, provided that the employee is "competent" and has the ability to adequately perform the essential functions of the job assignment.

8.2.4 Recall
Seniority shall be determinative in the identification of which employee is to be recalled, when there is more than one on the recall list who is qualified and/or have previously performed a position.

8.3 LOSS OF SENIORITY

8.3.1 An employee will lose seniority rights by and/or upon:

8.3.1.1 Resignation, except as provided in Section 8.3.2.

8.3.1.2 Discharge.

8.3.1.3 Retirement.

8.3.1.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.14.

8.3.1.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.14.

8.3.1.6Failure to respond to an offer of recall to former or comparable employment.

8.3.2 Employees who are re-employed following the loss of their seniority, shall be

deemed a newly-hired employee for all purposes under this Agreement, except:

8.3.2.1 If an employee is recalled consistent with Article 8.14 and the timelines therein, they shall regain the seniority that they had as of their last date of employment.

8.3.2.2 If an employee resigns but is reinstated to the Department according to Civil Service Rules within twelve (12) months of their last day of employment, they shall retain the seniority that they had as of their last date of employment.

8.3.3 For purposes of section 8.3.2, a re-employed employee will:

8.3.3.1 Retain their pre-existing personnel/badge number.

8.3.3.2 Return at the same salary level as their last date of employment with the Department for purposes of "hire-in" rates under Article 9.2.

8.3.3.3 Retain years of employment service based on their total length of service with the department for purposes of longevity pay, under Article 9.4, and vacation accrual, under Article 12.1, but no service credit or leaves shall accrue during the period of time they were not employed by the City of Kirkland.

8.3.3.4 Will be considered upon hire to have completed the one-year period for accruing sick leave hours under Article 13.1.1 and will have their unused sick leave bank reinstated and available for immediate use, except for any hours previously cashed out or in excess of the maximum in Article 13.1.1. Any employee previously provided a cash out under Article 13.2.3 will not be entitled to another cash out conversion, except for the difference, if any, in the amount originally cashed out and the maximum amount to be cashed out under the CBA at the time of the employee's second separation.

8.3.3.5 If reinstated under 8.3.2.2, return to the department at the officer rank, unless they resigned as a supervisor in good standing, in which case the Chief has the right but not the obligation to reinstate the employee as a supervisor if there is a supervisor vacancy at the same rank and no active eligibility list for the position.

8.4 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions within the department or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the department.

8.5 NOTICE

The Guild shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than fourteen (14) calendar days. If the Employer does not provide fourteen (14) calendar days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and fourteen (14) calendar from the date the employee

receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped.

8.6 MEETING WITH GUILD

The Guild shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Guild's request, the Employer and the Guild shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.5 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Guild concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Guild of the proposed request.

8.7 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.7.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."

The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.7.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of

layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.12.

8.7.3 Probationary Employees
If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and is ineligible to select among layoff options.

8.8 VACANT POSITIONS

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit comparable positions prior to outside hiring by the Employer, consistent with Article 8.12.1.

8.9 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Guild monthly, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Guild and posted in the affected department.

8.10 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary basis.

8.11 COMPARABLE EMPLOYMENT

For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and educational and experience qualifications.

8.12 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

8.12.1 Assume a Vacant Position
On a bargaining unit seniority basis, to assume a vacant position of equal or lesser rank, in accordance with Article 7.4.3.

8.12.2 Bump
Consistent with Article 8.2.3, laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.12.3 Recall
If the affected employee elects not to take a vacant position or elects not to bump, then that employee will be placed on the recall list and will be eligible for recall under Article 8.14.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.13 REDUCTION HOURS/FTE

An employee will not be subject to an involuntary reduction in their FTE (i.e. less than full-time) absent notice and negotiation of the matter with the Guild. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the affected employee shall have either the right to bump or go onto the recall list.

8.14 RECALL

Any reference to recall rights and recall lists pertains to both those employees who are laid off or on medical reinstatement, as below:

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff.

An employee who is placed on the medical reinstatement list shall be entitled to recall rights for a period of twenty-four (24) months from the employee's last date of employment. Recall under this provision requires that the individual has been certified as fit for duty or fit for duty with reasonable accommodation by a medical health care provider statement. The department may, at its own expense, request a second opinion by another health care provider(s) or panel. Should the employee be certified as fit for duty, that employee shall then be considered as laid-off and the provisions of Article 8.16 shall apply. Should that certification occur during the last six (6) months of the twenty- four (24) month period, that employee shall be entitled to recall for a period of six (6) months from the date of that certification.

Employees recalled after the initial fourteen (14) month period shall be subject to the background check process.

If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

8.15 VACATION & LEAVE CASH OUTS/PAY

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, holiday leave and compensatory time, to the extent of established maximums. Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer from the recall list. No sick leave shall accrue during the period of time on the recall list / layoff.

8.16 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE

The monthly rates of pay (base wage) for each job title is reflected in the Police - Commissioned salary schedule. The Specialty and Premium pays are percentage increases that refer back to the salary schedules and are additive to the monthly base rate of pay.

9.1.1 Wage Adjustments

9.1.1.1 Effective January 1, 2026, the monthly rate of Base Pay shall be increased by a two and seven tenths percent (2.7%)wage adjustment An additional one and three tenths percent (1.3%) market adjustment will be applied January 1st, 2026.

9.1.1.2 Effective January 1, 2027, the monthly rate of Base Pay shall be increased by a three and eight tenths percent (3.8%)wage adjustment.

9.1.1.3 Effective January 1, 2028, the monthly rate of Base Pay shall be

increased by 100% of the 2027 June CPI-W index for Seattle, Tacoma, Bellevue with a minimum increase of one percent (1%) and a maximum increase of five percent (5%)

Wages shall be retroactive to January 1, 2026. All employees active and working on the date the agreement is signed by all parties shall be eligible for retroactive amounts. Any such retroactive payments will be paid no later than the next paycheck following ninety (90) days from the effective date of this agreement.

9.1.2 Salary Schedules for each year of the CBA are provided in Appendix E.

9.1.3 An accreditation premium of 1% (one percent) will be added to the monthly rate of pay of the employee's current classification and shall be paid monthly for the duration of the contract.

9.2 HIRE-IN RATES

Starting Police Officer positions will be broken down into two categories:

9.2.1 Category I: Officers with prior experience. Prior experience is termed two or more complete years of work as a police officer in a police agency and the successful completion of the Washington State Basic Law Enforcement Academy or other acceptable and qualified academy certified by the Washington State Criminal Justice Training Commission. Officers who qualify for this position shall receive starting salary from the wage schedule as follows:

Complete Years Prior Experience	Starting Salary Level
2 years	Patrol Officer Step 3
3 years	Patrol Officer Step 4
4 or more years	Patrol Officer Step 5

9.2.2 Category II: Any starting officer who does not have prior experience. Officers in Category II shall receive starting Patrol Officer Step 1 pay for one year before moving into Step 2.

9.3 SPECIALTY PAY

9.3.1 K-9 Unit/Dog handler Classification: To compensate for time committed to "at home care" and all other functions related to the care and maintenance of a K-9 unit, the handler shall be compensated as follows:

9.3.1.1 The handler will receive 4% (four percent) premium pay added to the monthly rate of pay of the employee's current classification.

9.3.1.2 In addition, during duty days, one (1) hour of work time each day is dedicated to the care and maintenance of the K-9 dog which has been determined to be reasonable number of hours for the weekly care of the K- 9 dog.

9.3.2 Police Training Officers (PTO) will receive one (1) hour of overtime in addition to regular hours worked for each day that the PTO is engaged in training an officer.

9.3.3 Detectives, including assigned supervisors, shall receive a 5% (five percent) premium added to the monthly rate of pay of the employee's current classification. Detectives assigned to IFIT shall receive one (1) hour of overtime for each day they perform any substantive IFIT duties, including IFIT training.

9.3.3.1 For purposes of this subsection, "assigned to IFIT" means those detectives who are included on IFIT Command's approved IFIT roster as Investigators, Lead Investigators, and/or Supervisors, having met the requirements of IFIT and any applicable statutory and administrative rules. Detectives not assigned to IFIT who are called out to assist with basic investigative tasks, such as canvassing or scene security, are not eligible for IFIT specialty pay but remain eligible for any normal overtime compensation as required by the CBA.
9.3.3.2 The Chief of Police or their designee maintains the ability to approve compensation for other detectives not listed on the IFIT roster based on exigent circumstances and the significance of a detective's assigned role.
9.3.3.3 For purposes of this subsection, "substantive IFIT duties" includes those tasks and responsibilities as assigned by an IFIT supervisor and/or commander directly related to an IFIT investigation and/or training.

9.3.4 Traffic Officers including assigned supervisors, shall receive a 4% (four percent) premium added to the monthly rate of pay of the employee's current classification. This premium includes a requirement for Traffic Officers to be on a rotational on-call schedule, provided that the schedule must be set for a minimum of five officer rotation which includes any assigned Corporal and no traffic officer shall be on-call more often than they would be if the traffic unit was fully staffed with five officers/Corporal.

9.3.5 ProAct Detectives including assigned supervisors, shall receive a 3% (three percent) premium added to the monthly rate of pay of the employee's current classification.

9.3.6 Training Unit Officers, including assigned supervisors, shall receive a 2% (two percent) premium added to the monthly rate of pay of the employee's current classification.

9.3.7 Community Service Unit Officers, including assigned supervisors shall receive a 2% (two percent) premium added to the monthly rate of pay of the employee's current classification.

9.4 LONGEVITY

9.4.1 Employees shall receive, in addition to their monthly base wage, the following longevity pay added to the monthly rate of pay of the employee's current classification, based upon their years of service for the Kirkland Police Department:

Years of Service*	Monthly Premium
5-9 years	2.5%
10-14 years	4.5%
15-19 years	6.5%
20-24 years	9.0%
25 years or more	10.0%

-Officers hired as Lateral Officers will receive credit for years of service as commissioned Police Officers towards their longevity years of service calculation

9.5 OUT-OF-CLASS PAY

An Officer assigned to the position of Acting Sergeant shall be paid 5% (five percent) premium pay for hours served in excess of two or more consecutive shifts. A Corporal assigned to the position of Acting Sergeant shall be paid 5% (five percent) premium pay for hours served in excess of eight (8) or more consecutive shifts. If the duration of the assignment is unknown at the onset, a Corporal will receive out-of-class pay after the consecutive shifts have been surpassed retroactive to the first day of the assignment.

9.6 EDUCATION INCENTIVE

Employees with an AA degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium

AA Degree (or 60 semester or 90 quarter college credits)	2%
BA/BS Degree	4.0%
Graduate Degree	4.5%

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the department time-keeper in order to be eligible for the Incentive. Education Incentive pay will begin the pay period following the Employer's receipt of appropriate documentation from the employee. For all new employees in the bargaining unit, the Employer shall, in writing, advise new employees of this education incentive, advise them of the acceptable form of documentation needed, and advise them that it is the employee's responsibility to provide appropriate documentation before they can receive the incentive pay. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification.

9.7 PHYSICAL FITNESS INCENTIVE

Employees shall be eligible for physical fitness incentives as provided in Appendix A.

9.7.1: The Memorandum of Understanding between the parties regarding Working Out on Duty is

incorporated herein by reference.

9.8 SHIFT DIFFERENTIAL

A premium of one percent (1%) will be added to the monthly rate of pay for employees who are assigned to the patrol night shift.

9.9 STRIP SEARCHES

The Employer acknowledges that strip searches are duties typically performed by corrections officers. In rare occurrences when no corrections officer is available, employees may be asked or required to perform strip searches of City of Kirkland jail inmates. Employees will receive training on conducting strip searches prior to being requested or required to perform a strip search. The Employer must seek volunteers from available fully-commissioned employees before requiring an employee to perform a strip search. As compensation for strip searches, an employee will receive one (1) hour of incentive pay (defined as time and a half) in addition to his or her regular hours worked for each strip search of an inmate, defined as someone needing to be booked or already booked into the City's jail. This section does not apply in patrol and/or investigations cases when a fully-commissioned officer would normally be expected to perform the search (e.g., upon getting a warrant for a strip search as part of an investigation). If the strip search requires a call-out, the Officer will be compensated according to Article 10.2, Call-Back Pay.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees specifically pre-approved by command personnel to be ready reserve for a specific period of time shall be paid at the overtime rate for actual time worked. Standby shall not be subject to a three-hour minimum. Detectives who are assigned on-call status shall be provided a city take-home vehicle for each day so assigned. Detectives' compensation for standby assignment for the year is factored into the premium paid to the detectives as outlined in Article 9.3.

10.2 CALL-BACK PAY

All employees will respond to call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of three (3) hours' pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one- half (1½) times the regular rate.

10.3 MILEAGE REIMBURSEMENT

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.4 CLOTHING AND EQUIPMENT

10.4.1 The Employer shall continue to provide necessary uniforms and equipment. Detectives shall be provided an annual allowance for clothing of not less than three hundred dollars ($300) every six months. Clothing allowance shall be reflected as taxable income.

10.4.2 The Employer shall provide for the cleaning of uniforms/required work wear for employees.

10.4.3 In addition, the Employer agrees to replace or repair equipment or clothing belonging to the employee, which is damaged in the line of duty. Equipment or clothing shall be construed to mean items owned by the employee, which are required to perform their duties. To be considered for repair or replacement, equipment or clothing damaged in the line of duty must be submitted to the shift supervisor no later than the end of the Officer's next regular duty day, along with a written report and any documentation to support the cost of the damaged item.

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Regular employees shall be granted the following holidays and other such days as the City Council may establish, without a reduction in pay:

Holiday	Observed
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Two (2) Floating Holidays	At employee's choice

11.2 HOLIDAY ELIGIBILITY AND HOLIDAY BANK

An employee must be employed for six (6) consecutive months in order to be eligible for their floating holiday. In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or a member of Command Staff. The Floating Holiday must be taken during the calendar year, or entitlement to the day will be forfeited.

Within thirty (30) days of ratification of this contract, all commissioned employees will have

their annual holiday time pro-rated for any holiday time already used and all remaining holiday time will be loaded into the employee's Holiday Bank. Effective January 1st, 2024, all commissioned employees will have their holiday time front loaded in the first pay period of each calendar year. For a separating employee, any remaining floating holiday hours will be cashed out at the employee's regular rate of pay at separation. Any remaining holidays in the calendar year that occur after the employee's separation date will be deducted from the employee's holiday hours bank. If this results in a negative holiday hours balance (e.g., the employee has cashed out or used more hours than the holidays that have occurred in the year), they will have those hours deducted from their final paycheck at their regular hourly rate at the time of separation.

New employees will have their holiday time front loaded on a pro-rated basis with credit given for Holidays that occur after their start date. New employees will have their Floating Holiday hours added after six (6) months of employment.

Employees assigned to a four (4) day per week, ten (10) hours per day schedule will be given a bank of one hundred thirty (130) hours. Employees assigned to a five (5) day per week, eight (8) hours per day schedule will be given a bank of one hundred four (104) hours.

- SRO's will have either 130 or 104 hours of holiday leave depending on the work schedule they chose to work in September of the prior year (either 5-8's or 4-10's)
- K9 Officers will have 104 hours of holiday leave based on a 5-8 schedule.

11.3 HOLIDAY OBSERVANCE
Employees will observe the Holiday on the day the City observes the respective Holiday. Provided however, Patrol personnel will follow Article 11.1 and the holiday may be used on a regularly scheduled work day mutually agreeable to the employee and the employer. Patrol personnel and the K9 Officer who are authorized to take the holiday off may use either vacation, holiday, or compensatory leave banks.

All non-essential employees are required to take the holiday off on the city observed day, unless otherwise outlined in this contract. Employees required to take the day off must utilize Holiday bank hours or Compensatory Time bank hours. Any non-essential employee who has exhausted their holiday hours and personal holiday hours will be allowed to utilize their vacation bank. Any personnel who begin the year on patrol and/or K9 and later transition to a non-essential position (including modified duty, medical leave, or FMLA) may continue for the remainder of the year to utilize their vacation, holiday, or compensatory leave banks on holidays.

11.4 HOLIDAY ON DAY OFF When the Holiday falls upon the employee's day off, the Holiday may be used on a regularly scheduled workday mutually agreeable to the employee and the Employer.

11.5 HOLIDAY COMPENSATION
Employees who are assigned to work on the Holidays in Article 11.1 designated as the "Actual" date, (excluding Floating Holidays) shall be eligible for overtime compensation at one and one-half (1 ½) times the employee's hourly rate for the number of hours actually worked

on the specified holiday. Employees who are called in to work on the Holiday (otherwise not regularly scheduled or required to work) shall be eligible for overtime compensation at two (2) times the employees' hourly rate for the number of hours worked on the specified holiday. Any non-patrol employee called in to work on the Holiday shall have their holiday hours returned to their holiday bank and used in accordance with Section 11.3.

11.5.1 *Holiday Compensation on the 4th of July*
Employees who sign up or are called in to work on the 4th of July (otherwise not regularly scheduled or required to work) shall be eligible for overtime compensation at two (2) times the employee's hourly rate for the number of hours worked on the 4th of July.

When a non-essential employee signs up or is called in to work on the 4th of July (otherwise not regularly scheduled or required to work) during their normal work hours, they will be paid two (2) times their hourly rate for the number of hours worked on the 4th of July and utilize holiday leave or comp time for the remainder of their workday.

When a non-essential employee signs up or is called in to work on the 4th of July (otherwise not regularly scheduled or required to work) outside of their normal work hours, they will utilize holiday leave or comp time for their normal hours and then be paid two (2) times their hourly rate for the number of hours worked on the 4th of July.

All 4th of July overtime that is scheduled by sign up must be pre-approved by the Chief of Police or their designee.

11.6 HOLIDAY CASH OUT

All commissioned employees are eligible to cash out their Holiday bank at the end of the calendar year. Holiday hours will be paid out on an annual basis, on the first pay day following January 1st, for all hours remaining in the Holiday bank on December 31st of the prior year. No holiday hours will rollover to the following year. Hours cashed out will be at the employee's regular rate of pay as of December 1st, of the calendar year in which the Holiday hours were received.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL
Each regular full-time employee shall accrue vacation leave at the rate of 1/12 of annual vacation per month of service, based on the following schedule:

Years of Employment	Annual Vacation (Working Hours)
1st year of employment	104 hours
2 – 3 – 4 years	114 hours
5 – 6 – 7 years	138 hours
8 – 9 – 10 years	146 hours

11 – 12 – 13 years	154 hours
14 – 15 – 16 years	170 hours
17 – 18 – 19 years	186 hours
20-21-22-23-24	202 hours
25 years and beyond	220 hours

**-Officers hired as Lateral Officers will receive credit for years of service as commissioned Police Officers towards their vacation accrual level

12.1.1 Vacation leave cannot be accrued during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the foregoing schedule.

Vacation leave shall not be accumulated in excess of three hundred (300) hours.

Employees are encouraged to utilize Vacation for appropriate time off and manage vacation requests throughout the year. Any vacation leave accrued in excess of the maximums shall be forfeited and shall not form the basis for any additional compensation. Upon termination of employment for any reason, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ration of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

12.2 VACATION UPON TERMINATION

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, up to established maximums.

In no case will an employee be paid for accrued vacation upon separation if he/she has been employed by the City for less than twelve consecutive months.

ARTICLE 13 – SICK LEAVE

13.1 SICK LEAVE ACCRUAL

For LEOFF II Members of the Bargaining Unit:

13.1.1 After completion of the one year period, an employee's sick leave pay shall accrue at the rate of ten (10) hours of leave for each full calendar month of the employee's service in that classification. Any such leave accrued in any year shall be accumulative for succeeding years to a maximum of 1010 hours.

13.2 SICK LEAVE USAGE

Sick leave shall be available to employees after they have worked for a minimum of thirty (30) consecutive calendar days after the most recent date of hire.

13.2.1 Consistent with the confidentiality provisions of the Americans with Disabilities Act, and upon good cause, a health care provider's statement may be required.

13.2.2 Upon appointment as a police officer, an employee shall be credited with 96 hours of sick leave. If an employee terminates before the unearned sick leave hours used are repaid, the unearned sick leave time taken will be deducted from the final paycheck.

13.2.3 Conversion of Accrued Sick Leave cash out to Retiree Medical Trust: Upon retirement from City service, or as a result of a medical condition disqualifying from service, or after reaching age 50 and leaving City service, or upon death of an employee, the employer shall make contributions into the PORAC Retiree Medical Trust, in an amount equal to fifty percent (50%) of the cash value of employee's accrued sick leave balance at the time of retirement (accrued sick leave hours x regular rate of pay x 50%) and shall not exceed thirteen thousand five hundred dollars ($13,500). The PORAC Retiree Medical Trust fund will be established in accordance with applicable laws, and the City shall contribute the monies on a pre-tax basis.

13.2.4 Effective January 1, 2027he City will contribute a monthly pre-tax amount of $50 per month for each individual member to the PORAC Retiree Medical Trust. In addition, each individual member will contribute a monthly pre-tax amount of $100 per month to the PORAC Retiree Medical Trust. The City's payment to the PORAC Retiree Medical Trust is in addition to the HRA (VEBA contributions mentioned in Appendix D. The details of this section are outlined in the PORAC Retiree Medical Trust Memorandum of Understanding attached to this Agreement.

One-Time Signing Bonus: As soon as administratively practicable upon initial set up of the PORAC Retiree Medical Trust, the City will contribute a one-time signing bonus amount of three hundred dollars ($300) for each individual member to the PORAC Retiree Medical Trust.

For the purpose of this Article, retirement shall be defined as either normal service retirement or voluntary termination in good standing after twenty (20) years of continuous service with the Kirkland Police Department.

13.3 SHARED LEAVE

The Employer may permit an employee to receive vacation or compensatory time consistent with the current Shared Leave policy.

13.4 COORDINATION – WORKERS' COMPENSATION

Workers' Compensation Supplement (LEOFF II). The City will provide a disability leave supplement for LEOFF II employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement. The

supplement shall go into effect when an employee becomes eligible for State workers' compensation benefits and shall equal the difference between the State workers' compensation monthly payment and the employee's base monthly salary. This pay supplement shall continue as long as the employee is off work and receiving workers' compensation benefits.

In no event, shall the combination of Workers' Compensation, long term disability benefit, and this Workers' Compensation supplement exceed one hundred percent (100%) of the employee's regular salary.

While the Workers' Comp Supplement is governed by rules established and administered by DRS, employees are advised of the following current DRS practices, which are subject to change by DRS:

During the first 48 hours of disability leave, the wages are reported as L & I (60%) and Sick Leave (40%). For the next six months, disability time is reported as L & I (60%), Sick Leave (20%) and Supplementary Disability (20%) as per RCW 41.04.510. The remaining disability time is reported as L & I (60%), Sick Leave (40%). Once accrued leave has been exhausted, the employee's obligation to turn Worker's Compensation checks over to the City shall cease and the City's obligation of salary to the employee shall be discontinued until the employee is released by the treating physician as fit for duty.

Time-loss payment from L & I are not subject to federal income or Social Security taxes. The Department of Retirement Systems considers 80% (L & I payment and supplemental disability) of your time not reportable hours for service credits. Employees have the option to request the reestablishment of these service credits by submitting a written request to DRS.

13.5 FAMILY MEMBER

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance.

Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Leave of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be exhausted prior to unpaid leave, unless otherwise provided for in this Agreement. This section does not apply to leaves of absence for military duty.

Leave does not accrue nor may it be used until the first day of the pay period in which it is

earned (no “negative” leave use during the period in which it is earned).

14.2 JURY DUTY/COURT
An employee who is required to serve on Jury duty shall be authorized leave with pay, less any amount received from the court for such service, up to two (2) weeks.

14.3 MILITARY LEAVE
All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty one (21) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT
Employees shall be entitled to four (4) days Bereavement Leave without loss of compensation upon the death of a member of the Employee’s immediate family. For the purposes of this contract, immediate family shall be defined as stipulated in Article 13.5. All Bereavement Leave must be communicated through the Chain of Command to ensure applicability and make sure staffing concerns are addressed. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the employer. Such additional time shall be deducted from an accrued leave of the employee’s choice.

14.5 MAINTENANCE OF SENIORITY
The Employer shall adjust the employee’s anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee’s anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY
Unpaid Leave of Absence shall be governed by existing City policies.

14.7 FAMILY LEAVE FMLA
Family Medical leave will be allowed consistent with State and Federal law and with existing City policies.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Article 13.5.

The Employer shall maintain the employee’s health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently.

Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities. Law enforcement is critical to these essential services and the expectation is that employees will report to duty as scheduled.

14.10 PAID FAMILY MEDICAL LEAVE

Eligible employees are covered by Washington's Family and Medical Leave Program, Title 50A RCW. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Both the Employer and Employees will be responsible for the statutory premium amounts assigned to them under RCW 50A.10.030. Employees will pay their portion of the premiums through payroll deduction.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical Insurance - The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered with coverages illustrated in Appendix C. The Employer will also offer a fully-insured HMO option through Kaiser Permanente (or its equivalent). During the duration of this agreement the Employer shall make every effort to maintain substantially equivalent benefits.

The Guild shall take part in and have an appointed representative on the Whole Health Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs.

The Committee representative shall have no authority to negotiate on behalf of the Guild any changes to be scheduled or content of benefit plans. The Employer shall continue with collective bargaining obligations with the Guild, as currently exist under law for any such changes.

Participation in benefits shall be consistent with Article 15.2 of this Agreement.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the City of Kirkland self-insured HDHP Plan or Kaiser Permanente (or its equivalent) for each Employee of the bargaining unit.

Dental and Vision - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under Washington Dental Services (or its equivalent) or Willamette Dental (or its equivalent) and Vision Service Plan (or its equivalent).

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the Employee, up to a guaranteed issue amount of $250,000 subject to any restrictions outlined in the policy. The Employee is responsible for any taxes associated with this benefit.

15.2.1 The City agrees to continue payment of the City portion of the premium for the spouse and eligible dependents medical and dental premiums for a period of twelve (12) calendar months following the death of an active Police Officer whose death is the direct result of injuries incurred in the line of duty. In the event the surviving spouse remarries within that twelve (12) month period, the City payment of premiums shall cease with payment of the premium for the month in which the marriage occurs. The parties agree this provision shall specifically not apply to presumptive illnesses, which cause the death of the officer.

15.3 FLEXIBLE SPENDING ACCOUNT – FSA

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation, and assumes no liability for claims or benefits. The City and the Union agree to reevaluate this benefit pending Cadillac Tax liability in the future.

Contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

15.4 RETIREE MEDICAL

Upon retirement from the City, LEOFF II bargaining unit members (Members) who have been employed with the City of Kirkland for five or more consecutive years prior to retirement may participate in the City's self-insured HDHP plan at the rate established by the City for retirees or the City's Kaiser Permanente retiree plan at the retiree rate or HMO retiree plan at the retiree's own expense. Such participation is available only if the Member has met the retirement eligibility requirements for LEOFF II. Members may elect coverage for their eligible spouse/domestic partner and any eligible dependents. Coverage under this program ends when the Member becomes eligible for Medicare or chooses to be covered by another employer.

15.5 RETIREMENT

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statutes in relation thereto in existence during the contract period.

15.6 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)

The Employer will make contributions to a HRA (VEBA) in the amount of $1200 per year for employee only coverage or $2400 per year for family coverage if the employee enrolls in the City of Kirkland HDHP. These contributions are in addition to those in Article 13.2.3 and neither contribution requires participation in wellness activities. Contributions to the HRA (VEBA) will be made by the Employer (as outlined in Appendix D) and are subject to the rules and limitations contained within the Internal Revenue Code.

15.7 EMPLOYEE HEALTH CENTER

The Employer will contract with a vendor of their choosing to open and operate an On/Near-Site Health Center. The Health Center will be open to employees and their dependents who are covered under the Employer's Medical Plan. Services provided at the Health Center, per the contract with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open Article 15 for bargaining.

15.8 PROFESSIONAL HEALTH SERVICES

The Employer will contract with a vendor of their choosing to provide Professional Health

Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contact with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

ARTICLE 16 – TRAINING

16.1 TRAINING

Upon fourteen (14) days advance notice by the employer, an employee's shift may be modified for one or more weeks to four (4) ten (10) hour days or four (4) twelve (12) hour days for in-service training, with a preference for a 4-10 training schedule. Overtime shall be compensated for in-service training when hours exceed the employee's regular scheduled workweek.

An employee attending full day or longer training courses shall be paid for their normal shift. Attendance at optional special training classes outside scheduled training hours shall not be compensated for unless specifically pre-approved by command staff.

Probationary employees who are in training may be transferred to their next duty assignment in accordance with Section 6.1.

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500. Reimbursement of associated costs shall be consistent with City Policy.

ARTICLE 17 – LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE AND COMPOSITION OF COMMITTEES

The Executive Employee Relations Committee shall meet as needed at the request of either party. Meetings will be scheduled on mutually agreeable dates and times.

17.2 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its

employees.

Recognizing that danger is an inherent aspect of law enforcement work, Employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety, should report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.1.1 FIREARMS
No police officer shall be required to work without a firearm unless mutually agreed to the contrary.

18.2 HEALTH & SAFETY PLAN
The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with state (WAC 296-800) and federal laws.

18.3 DRUG FREE WORKPLACE
The City and the Guild agree to abide by the City of Kirkland Police Department Substance Abuse Policy that is attached as Appendix B.

18.4 WORKPLACE VIOLENCE
The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs, except those in the course and performance of law enforcement duties.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED
A grievance means a claim or dispute by a grieved employee, group of grieved employees, or the Guild Executive Board with respect to the interpretation or application of the provisions of this agreement.

19.1.1 Reference to days in this Article shall refer to calendar days.

19.2 GRIEVANCE PROCEDURE
Notification: In the event that an employee believes that the City is operating in violation of this agreement, the employee may notify his immediate supervisor.

19.2.1 Filing Formal Grievance: Within fourteen (14) days after the employee first becomes aware or reasonably should have become aware of the violation, a written grievance shall be submitted to the Lieutenant. This notification must be signed by the employee and must state

the issue, section of the agreement violated, facts giving rise to the grievance, and the remedy sought. This notification will be forwarded through the chain of command and will be designated as receipted, based on the date stamp of the authority designated at the appropriate step of the grievance.

19.2.2 It is agreed that taking a matter to a hearing before the Civil Service Commission constitutes an election of remedies and a waiver of any duty arising under this agreement to enter into binding arbitration. Similarly, upon the subsequent filing of an action as described above, a grievance, previously filed, shall be deemed withdrawn.

19.2.3 Step 1: The Lieutenant shall respond in writing within fourteen (14) days. If the action taken by the Lieutenant corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) do not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 2 within seven (7) days.

19.2.4 Step 2: The Deputy Chief shall respond in writing within fourteen (14) days of receipt and date stamp of the grievance. If the action taken by the Deputy Chief corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 3 within seven (7) days.

19.2.5 Step 3: Upon receiving a written grievance from an employee or the Guild, the Chief of Police shall attempt to resolve the grievance within fourteen (14) days. If the Chief of Police is unable to resolve the grievance to the satisfaction of the presenting party(s), the grievance, together with all other pertinent materials, shall be presented to the City Manager, and the presenting party shall be notified in writing. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, notice may be given and the grievance shall proceed to Step 4 within seven (7) days.

19.2.6 Step 4: Upon receiving a written grievance, the City Manager or designee shall attempt to resolve it within thirty (30) days. If the grievance is not resolved by the City Manager or designee, the presenting party(s) will be notified in writing. In the event the Guild does not feel the alleged violation has been corrected to their satisfaction the grievance may, within thirty (30) calendar days, be referred to arbitration by the Guild.

19.2.7 Binding Arbitration: For grievances related to employee discipline the parties shall request PERC to assign an arbitrator in accordance with RCW 41.56.070 within fourteen days following the Guild's request for the discipline to be reviewed. For all other arbitration if agreement cannot be reached as to an arbitrator for the matter within fourteen (14) days of notice of the desire to proceed, the parties shall jointly request the American Arbitration Association to provide a panel of eleven (11) arbitrators from which the parties may select one. Within thirty (30) days after receipt of the panel of arbitrators, the representatives of the Employer and the Guild shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the arbitrator. The party requesting arbitration shall have thirty (30) days to contact the arbitrator to obtain dates for the hearing. It shall be the function of the arbitrator to hold a hearing at which the

parties may submit their cases concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of this agreement within thirty (30) days after such hearing. The decision shall not add to, modify, or delete any provision of the agreement; and it shall be final and binding upon both parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction.

The expenses of the arbitration hearing shall be borne equally by the Employer and the Kirkland Police Guild. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record. The time limits in this Article may be extended by mutual agreement of the parties.

19.3 GUILD/EMPLOYER GRIEVANCE

Either the Guild or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Guild may initiate a Grievance at Step 2 anytime that it involves a group of employees from different workgroups. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Consistent with Article 4.8, grievance investigations and meetings on duty time shall be subject to prior notice and approval. If authorization cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time.

ARTICLE 20 – NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the employees agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this article shall subject the employee to disciplinary action or discharge.

The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Any and all rights concerned with management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement. The

Employer has the authority to adopt rules for the operation of the department, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, among other actions, to discipline or discharge for cause, to assign duties customarily performed by police officers, to determine the required number of personnel, to determine new work methods, to contract for goods and services, and to perform all of the functions not otherwise expressly limited by this Agreement or other applicable law.

Nothing in this agreement is intended to, nor shall be deemed to be in conflict with RCW 41.12 (Civil Service for City Police), and the Kirkland Civil Service Commission Rules and Regulations. Nothing herein shall be construed to be a waiver of the Guild's right to engage in collective bargaining or to affect the enforceability of any provisions of this contract.

21.2 INSURANCE

Consistent with existing Kirkland Municipal Code provisions, the City shall secure and maintain with responsible insurers such false arrest, malicious prosecution and liability insurance as is customarily maintained by public bodies with respect to the operation of police departments, all to the extent that such insurance can be secured and maintained at reasonable costs. The coverage to be so provided shall, to the extent available, be substantially equal to such coverage provided by the City immediately prior to the effective date of this agreement.

Such insurance shall include coverage for punitive damage awards made against an officer resulting from conduct found to be within his or her scope of duty or, the City may self-insure. Should a damage award result from conduct found to be outside the officer's scope of duty, including but not limited to punitive damages, the City and its insurer will not be responsible for payment of that award. Each allegation or cause of action for conduct complained of will be analyzed separately in determining whether the conduct was within or outside the officer's scope of duty for the purposes of this Article. A determination by the City Manager that conduct was outside of the officer's scope of duties is final but may be reviewed only by an action in King County Superior Court.

ARTICLE 22 – GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this agreement shall be held invalid by operation of law, or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall not be invalid and will remain in full force and effect. Provided that should either party so request, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 DURATION CLAUSE

Except as otherwise stated herein, this agreement shall become effective on signature by both parties but not earlier than January 1, 2026 through December 31, 2028. In the event

negotiations for a new agreement have not been completed by the termination date of this agreement, the provisions contained in this agreement shall remain in effect until the conclusion of the negotiations for a new agreement.

23.2 ENTIRE AGREEMENT

This agreement expressed herein in writing constitutes the entire agreement between the parties and there shall be no amendments, except in writing and with the agreement of both parties.

SIGNATURES

Dated this 3 day of November, 2026

CITY OF KIRKLAND;

By: _____
Kurt Triplett, City Manager

KIRKLAND POLICE GUILD;

By: Brian Frankeberger
Brian Frankeberger (Nov 3, 2026 12:57:38 PST)
Brian Frankeberger, President

As Negotiated:

By: Lauren Knox
Lauren Knox (Nov 2, 2026 08:36:22 PST)
Lauren Knox, Interim Human Resources Director

Approved as to Form:

By: _____
Darcey Eilers, City Attorney

Appendix "A"
to the
AGREEMENT
by and between
City of Kirkland
and
The Kirkland Police Guild
(Representing the Law Enforcement Commissioned Employees)

PHYSICAL FITNESS INCENTIVE PROGRAM

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer", and the Kirkland Police Guild - Commissioned, hereinafter referred to as "Guild."

A.1 A mutual goal of the Employer and the Guild is to encourage good physical fitness. The parties agree that an acceptable level of physical fitness is an essential function of the job of a Police Officer. The purpose of this program is to promote the physical capability of the commissioned members of the Kirkland Police Department and to enhance the members' general physical fitness level.

A.2 Pursuant to Article 9.7 of the Collective Bargaining Agreement between the parties, the information contained in this appendix shall serve as the rules and regulations of a physical fitness program and the procedures by which the program shall be administered.

A.3 Both parties agree that participation in the physical fitness program is voluntary. The Employer and the Guild encourage participation in the fitness program by members. Training, exercising, and general conditioning in preparation to take the physical fitness test shall be on an individual and voluntary basis without compensation. The Employer agrees to offer the physical fitness test twice per year in 2026, 2027, and 2028, once in the spring and once in the fall of each year. The test will be conducted during work hours and the testing dates will be published to the members by January 31 of each year. This on-duty status during the testing process shall protect members against loss of pay for time off work due to any injury sustained while participating in the fitness test. Members who wish to participate in the fitness test shall be required to sign the general liability waiver set forth in A.8.

A.4 The fitness test shall be comprised of three core components—push-ups, sit-ups, and 1.5 mile run. This "Cooper" test is modified for age/gender and is set forth in Section A.7 of this Appendix. The components are generally designed to measure aerobic/cardiovascular endurance, and upper/lower body muscular strength. A member

must satisfy the standards of each test component in order to qualify for the monetary incentive; i.e., failing one component of the test constitutes overall failure. A member shall be allowed one opportunity to pass the various fitness test components during the test.

A.5 The cycle year for the physical fitness incentive program is December 1st – November 30th.

A.6 The test will be offered twice each cycle year and it is the individual employee's responsibility to be trained and available for one of the scheduled opportunities. Individual tests will not be arranged. In this manner, a commissioned employee would have two opportunities (spring and fall) to successfully pass the test, which would ensure the 1% fitness incentive for the following cycle year. An employee who fails to pass either test shall be eligible to receive the 1% up until November 30th. He/she may take the test the following year, but upon passing, the 1% incentive pay shall be effective at the commencement of the next cycle year, December 1st.

A.7 **Physical Fitness Test Description**

The physical fitness test shall be comprised of the following components. The results of these tests shall be made available to the Employer.

Employee Age:	**20 – 29**	**30 – 39**	**40 – 49**	**50 – 59**
1.5 mile run				
Male	12:51	13:36	14:29	15:26
Female	15:26	15:57	16:58	17:54

Push-ups (1 minute)				
Male	29	24	18	13
Female	15	11	9	5
Female (modified)	23	19	13	12

- The body should be straight and the hands about shoulder width apart
- The body should remain rigid throughout the down phase; with the chest coming to within 3 inches of the floor. (The tester can place a foam block on the floor beneath the participant's chest)
- From the down phase, the participant must return to the up position with the arms straight
- The participant is only permitted to rest in the up position
- The total number of push-ups which the participant performs in 1 minute are counted

- Females may choose to use the modified push-up (knees on ground with feet up in the air)

Sit-ups (1 minute)				
Male	38	35	29	24
Female	32	25	20	14

- The participant lies on the back with the knees flexed at a right angle. The hands, with fingers interlocked, are placed at the back of the neck.
- A partner sits on the participant's insteps with his/her hands placed behind the subject's calf muscles to keep the heels in contact with the floor
- The participant sits up to touch the knees with the elbows
- Without pause, the participant returns to the starting position just long enough for his/her head (not just shoulder blades) to touch the mat and immediately sits up again

A.8 Physical Fitness Test General Liability Waiver Form

City of Kirkland

Kirkland Police Department—Fitness Ability Test

I hereby acknowledge that the format of the City of Kirkland Fitness Ability Test has been explained to me and I understand that the purpose of this test is to measure my fitness ability in my current position as a commissioned Police Officer for the City of Kirkland.

I also acknowledge that participation in the Fitness Ability Test is totally voluntary and, while I may be permitted to participate in the test on compensable duty time, I am under no compulsion or directive to do so.

I certify that to the best of my knowledge, I am fit to undertake the activities involved in the test and have no physical impairment or medical condition which would preclude my completion of the test. I have had the opportunity to consult my personal physician and have done so or chosen not to. I understand that the tests are strenuous and hold the potential for serious injury or death. I understand that I may stop the test at any time and that the persons administering the test may discontinue it at any time they have a reasonable basis for belief that continuation of the test could be detrimental to my health. Discontinuance may prevent successfully passing the test, consistent with Section A.4.

I assume full and complete responsibility for undertaking the test and I hereby release the City of Kirkland, its officers, employees, and agents from any responsibility or liability for any loss or damage arising from the bodily injury relating to my participation in the test, except for any loss or damage arising solely from the negligence of the City of Kirkland, its officers, employees, or agents.

_____

Name (print)

_____

Signature

_____

Date

Appendix "B"
to the
AGREEMENT
by and between
City of Kirkland
and
The Kirkland Police Guild
(Representing the Law Enforcement Commissioned Employees)

SUBSTANCE ABUSE POLICY

Table of Contents

A. PURPOSE 56
B. POLICY 56
C. APPLICABILITY 56
D. DEFINITIONS 56
E. EDUCATION 58
F. EMPLOYEE RIGHTS AND RESPONSIBILITIES 58
G. DETECTION 60
H. TESTING PROCEDURES 61
I. REPORTING OF RESULTS 63
J. REHABILITATION AND RETURN TO DUTY 64
K. RANGE OF CONSEQUENCES 67
L. OTHER 68
M. SUPPORTIVE DOCUMENTS 69
SUPERVISOR'S GUIDELINES 69
CONSENT/RELEASE FORM 71
REPORT FORM 72
INTERVIEW FORM 73
EXHIBIT 1 74

POLICIES AND PROCEDURES FOR
DRUG/ALCOHOL TESTING AND TREATMENT

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between the City of Kirkland and the Police Guild. All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The City of Kirkland recognizes that employees are our most valued resource. The goal of this policy is to ensure a substance abuse free workplace providing prevention, training and rehabilitation for employees. In order to protect the health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.

B. POLICY

1. It is the policy of the City of Kirkland to provide an alcohol and drug-free workplace for its employees.

2. The City's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.

3. It is the responsibility of the City and the Guild to preserve and protect public trust, public safety, and fitness for duty.

4. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

5. The possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on City premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees through the rank of Sergeant.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State, or City drug laws.

3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the City of Kirkland's Employee Assistance Program (EAP).

4. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

5. Medical Review Officer (MRO) is a licensed physician selected by joint agreement between the parties to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.

6. Prohibited Substances are those substances, whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as follows:

    a) marijuana
    b) cocaine
    c) opium or opiates
    d) phencyclidine (PCP)
    e) amphetamines
    f) or methamphetamines

7. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the influence of drugs and/or alcohol which is corroborated by a second individual other than the designated Guild representative.

8. Representation mean Employee's right to Guild or legal representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures.

9. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public or other employees.

10. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

11. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test useless or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the City will establish an education and training program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's program will inform employees about:

a) The dangers of drug and alcohol abuse in the workplace;
b) The City's policy of maintaining a drug- and alcohol-free workplace;
c) The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
d) The penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of its program, the City shall provide educational materials that explain the City's philosophy regarding drug and alcohol use, requirements of applicable regulations, and the City's Substance Abuse policy and procedures. Employees shall be provided with information concerning:

a) The effects of alcohol and drug use on an individual's health, work and personal life;
b) Signs and symptoms of an alcohol or drug problem; and
c) Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

In addition to the training above, the City shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The City shall not require an employee to undergo a drug and/or alcohol test unless there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an

employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.

2. It is the employee's responsibility to report for duty, able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

3. Employees are responsible for:
   a) Obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and
   b) Promptly notifying his/her supervisor of same; OR
   c) Promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.

4. Employees are prohibited from possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on City premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work day.

5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.

6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted of a violation of a criminal drug statute shall notify the City's Human Resources Director no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means a criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

7. Employees have the right to challenge the results of any tests and any discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their cost at another DHHS-certified laboratory. This request must be made within 72 hours of notification of a positive drug test result by the MRO.

8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are to notify their immediate supervisor.

9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being

impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.

10. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not cause unreasonable delays in the collection process.

11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable Suspicion. Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee is under the influence of a prohibited substance.

2. The decision to conduct a drug and/or alcohol test shall be made by the reporting supervisor and the highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the department head or the department head's management level designee, and the Human Resources Director his/her designee. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.

3. Searches

   a) The Department has the right to search, without employee consent, City-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access. A reasonable expectation of privacy shall exist in personal containers marked and locked inside an Officer's desk drawer.

   b) If the employee's consent to search is first obtained, the Department shall have the right to search (1) City-owned property to which the employee has a reasonable expectation of privacy, and (2) private property belonging to the employee, such as a personal equipment bag, briefcase, or private vehicle. If such consent is given, the employee shall have the right to Guild representation during the search. City-owned areas where the employee has a reasonable expectation of privacy are the employee's personal lockers.

   c) If the Department requests the employee's consent to search, the Department shall first inform the employee that:

(1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee; and

(2) The employee has the right to Guild representation during the search if consent is given; and

(3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.

d) An employee's refusal to give consent to search shall not preclude the Department from contacting the police authority having jurisdiction to conduct a search according to and in the manner authorized by law.

4. Possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on City property or during work time is expressly prohibited and may provide a basis for discipline under department rules and regulations, but shall not in and of itself constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the City's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee. The City and Guild agree that if the security of the urine or blood sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.

3. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not unreasonably delay the collection process.

4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms may include a Consent/Release form and an Interview form.

5. Urine samples for drug testing shall be collected at a collection site designated by the City and Guild using the split sample collection method. The split sample is made available if re-testing becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.

6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.

7. An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.

8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

a) Initial Tests

(1) Alcohol	.02 g/210 ml expired air
(2) Marijuana metabolites	50 ng/ml
(3) Cocaine metabolites	300 ng/ml
(4) Opiate metabolites (1)	300 ng/ml
(5) Phencyclidine	25 ng/ml
(6) Amphetamines	1000 ng/ml

(7) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

b) Confirmatory Test

(1) Alcohol	.02 g/210 ml expired air
(2) Marijuana metabolites	15 ng/ml
(3) Cocaine metabolites	150 ng/ml
(4) Opiates	
(a) Morphine	300 ng/ml

(b) Codeine	300 ng/ml
(c) Phencyclidine	25 ng/ml
(d) Amphetamine	500 ng/ml
(e) Methamphetamine	500 ng/ml

9. Alcohol shall be tested by means of Portable Breathalyzer Test (P.B.T.), Breathalyzer machine currently in use (B.A.C.), or future equipment which may supersede the B.A.C. machine. Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the City and the Guild. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the use of the P.B.T. device results in alcohol concentration of 0.02 or greater, a separate test utilizing the B.A.C. will be required. If the B.A.C. test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the results of the first B.A.C. test at the election of the employee. The confirmatory test shall also use a 0.02 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first B.A.C. test will be used to determine alcohol concentration.

10. Upon written request by the employee, the City shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.

11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file and sealed and maintained in a secure medical file.

12. Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. City management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The City shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.

2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the City's Human Resources Manager, or his/her designee. The

Human Resources Director will promptly advise the appropriate Department Head of these test results. If the confirmation test meets or exceeds 0.02 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml expired air, the laboratory or collection site personnel will report to the Human Resources Director that the employee tested negative for alcohol.

3. Drug Test Results. Laboratory personnel will advise the Human Resources Director, or his/her designee directly of all negative drug test results. The Human Resources Director will promptly advise the appropriate Department Head of these test results.

   The laboratory will advise only the MRO of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

   After reviewing the incident file and interviewing the employee, the MRO shall report to the City's Human Resources Director or his/her designee the name of the employee, and whether a positive test of a prohibited substance has been verified. The Human Resources Director shall promptly notify the appropriate Department Head of the test result.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.

5. Grievance. The laboratory and/or the MRO will be authorized to release specific test results to the City and the Guild in cases of a grievance and/or a legal challenge.

J. REHABILITATION AND RETURN TO DUTY

1. The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the City's EAP. All such voluntary requests for assistance will remain confidential.

2. Any employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be

medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:

a) Successful completion of the program and remaining drug- and/or alcohol-free for its duration; and
b) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
c) Obtaining a final release for duty by the SAP (the final release for duty may be preceded by a temporary release for duty).

3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 24 months. The SAP will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the Human Resources Director who will inform the employee of those dates. The appointment for the collection will be made in advance and maintained in a confidential manner by the Human Resources Director until the day of the collection. The Human Resources Director shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request a Guild representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.

4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Human Resources Director or his/her designee will retain a copy of all the forms.

5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for disciplinary action up to and including discharge.

6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.

7. All appointments with the SAP may be scheduled as vacation or leave without pay with prior approval of the supervisor, Department Head, or management designee. The SAP will contact the Department Head or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave is exhausted, the employee will be placed on leave without pay. The Department Head or his/her management level designee shall maintain confidentiality regarding the reason for the leave.

8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.

9. Once an employee has tested positive for substance abuse and the MRO has notified the City, the employee will be placed on leave status (vacation, holiday leave bank, compensatory time or leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.

10. Temporary Release for Duty. The SAP shall sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 4 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.

11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
    a) Satisfactorily completed treatment and follow up testing; or
    b) Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in disciplinary action up to and including discharge.

12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment. After three years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond 3 years when retention is required by applicable law. Should applicable law require retention of records past 3 years, and if allowed by such law, such records shall be sealed and may not be opened without consent of the employee.

13. If an employee tests positive during the 24-month period following rehabilitation on a reasonable suspicion drug or alcohol test, the employee will be subject to discipline, up to and including discharge.

14. If an employee tests positive during the 24-month period following rehabilitation on a random drug or alcohol test, the employee will be placed on leave without pay during the period the SAP makes a decision on the need for further treatment. The employee will remain on leave without pay during any treatment period and until they have provided the employer with a return to duty form signed by the SAP. If such an employee completes the return to duty process and again tests positive on either a reasonable suspicion or random drug or alcohol test, they shall be subject to discharge.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to a range of disciplinary consequences depending upon the severity of the infraction and/or the employee's past performance record. In all cases, the City reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those included in this guideline. The following list of actions and the related consequences is intended as a guideline only, and further, is not intended to be an all-inclusive list of possible disciplinary consequences.

2. If an employee has an alcohol concentration of 0.02 or greater in any authorized alcohol test, and/or tests positive for drugs and/or their metabolites in any authorized drug test and it is the employee's *first offense*, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The City shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.

3. Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:
    a) Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after s/he has received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample.

b) Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.

c) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.

d) Any criminal drug statute conviction and/or failure to notify the City of such conviction within 5 days.

e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.

f) Testing positive on a return to duty.

g) Any two failures on follow up drug and/or alcohol testing during the 24 month following rehabilitation.

h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing.

i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion authorized alcohol test, and/or testing positive for drugs and/or their metabolites in any authorized reasonable suspicion drug test.

j) Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner.

4. Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and to impose lesser discipline when such action is deemed appropriate.

L. OTHER

1. The City shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.

2. This policy was initiated at the request of the City and the Employer shall assume sole responsibility for the administration of this policy. The City agrees to indemnify and hold the Guild and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Guild and/or its officers) arising from the Employer's, laboratories', or Medical Review Officer's implementation of this policy.

3. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment, or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56.

4. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

5. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

M. SUPPORTIVE DOCUMENTS:

POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by being under the influence of drugs and/or alcohol while on-duty. Such employees *must* be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to preserve the privacy of the individual and to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.

2. Your supervisor will:
   a) Advise you of what appropriate action to take regarding your status as the shift supervisor.

b) Notify the Chief of Police and the Human Resources Director (or their designees) in a timely manner, then join you at your location to assist you and corroborate your observations during the interview.

3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.

4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
   a) Be sure to advise the employee that you suspect him/her of being under the influence of a prohibited substance (defined in the policy) and that s/he may have a Guild representative present during the interview.
   b) Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation *does not* mean that any employee must give facts or evidence which may incriminate himself/herself).
   c) Complete the Interview Form with your supervisor.

5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.

6. Have the employee sign a Consent/Release Form.
   a) Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
   b) Be sure, if the employee has declined Guild representation, that s/he understands that s/he may choose to have a Guild representative accompany him/her to the testing facility.
   c) If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
   d) Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. You or your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)

7. Your supervisor shall transport the employee to the testing facility and wait at the testing facility until the testing is completed.

8. When the exam is completed, your supervisor will:
   a) Reconfirm with the employee that s/he has been relieved of duty, with pay, and

b) Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
c) Advise the employee that s/he will be contacted by the department advising him/her how to return to duty, and
d) Drive or arrange transportation for the employee home. Do not return the employee to a City facility.

9. Once the employee has been sent home, your supervisor will:
   a) Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Police Chief and Human Resources Manager.

City of Kirkland police Department
Substance abuse Policy
CONSENT/RELEASE FORM

I consent to the collection of urine, a blood and/or expired air sample by _____and its analysis by _____for those drugs, alcohol, and or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Kirkland and the Kirkland Police Guild.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and MRO to release to my Employer and the Guild any information relating to the test or test results. Further, I understand that my employer may require that I participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature_____**Date**_____

City of Kirkland police Department
Substance abuse Policy
REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make one copy of the form and distribute as follows: Original to Police Chief, Copy attached to consent form.

Employee Name:_____

Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment: _____

Decision-making: _____

Appearance (eyes, clothing, etc.):_____

Odor: _____

Other: _____

Location where these were observed: _____

Time of observation: _____

Witnesses: _____

Supervisor's Signature_____ Date / Time: _____

City of Kirkland police Department
Substance abuse Policy
INTERVIEW FORM

Name of Employee _____

I understand that I am entitled to Guild representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions, I am subject to discipline up to and including termination. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Guild representation at any time whether I choose to have one now or not.

Employee signature: _____

1. I (we) have noticed (describe behavior/evidence) _____
   _____
   _____
2. Do you have any explanation? _____
   _____
   _____
   _____
3. Are you using any type of illicit drug or alcohol? _____
   If yes, what? _____
   When did you take it? _____
   Where did you take it? _____
   How much did you take? _____
   Do you have any drugs/alcohol in your possession at work? ___ (if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____
Supervisor (position)_____ Agree ____ Don't Agree
Witness* (position)_____ Agree ____ Don't Agree

*Witness is an individual other than the designated Guild representative.

City of Kirkland police Department
Substance abuse Policy
Exhibit 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is "under the influence" of a prohibited substance. There is no one behavior which is unique to drugs/alcohol. Almost every behavior/sign can also be associated with medical or emotional problems such as high blood pressure, diabetes, thyroid disease, psychiatric disorders, epilepsy, head injury, emotional problems, stress, etc. Even so, a supervisor usually knows the employee's "normal" behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol abuse:

a) Either very dilated or constricted pupils

b) Hyperactivity

c) Unsteady gait

d) Irritability

e) Slurred speech

f) Anxiousness

g) Wide mood swings

h) Odor of alcohol

i) Overreaction to criticism

j) Staggering

k) Listlessness

l) Illogical speech and thought process

m) Unusual/abnormal behavior

n) Poor judgment

o) Avoiding others/withdrawal

p) Sudden increase in absenteeism

Appendix "C"
to the
Agreement
by and between
City of Kirkland
and
The Kirkland Police Guild
Commissioned Staff
January 1, 2026 through December 31, 2028

High Deductible Health Plan

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer", and the Kirkland Police Guild – Commissioned Staff, hereinafter referred to as the "Guild".

C1.

MEDICAL BENEFITS		
Carrier	**Healthcare Management Administrators (HMA)**	
General Plan Information	**In-Network**	**Out-of-Network**
HRA Enrollment Contributions Individual	$1,200	
HRA Enrollment Contributions Family	$2,400	
Annual Deductible/Individual	$1,500	$1,500
Annual Deductible/Family	$3,000	$3,000
Office Visit - Primary Provider	80% after deductible	60% after deductible
Office Visit - Specialist	80% after deductible	60% after deductible
Annual Out-of-Pocket Limit/Individual	$2,500	$2,500
Annual Out-of-Pocket Limit/Family	$5,000	$5,000
Deductible & Copays Included in OOP	Yes	Yes
Lifetime Plan Maximum	Unlimited	Unlimited
Routine Preventive Exam	100% (subject to schedule limitations)	60% after deductible (in-network limitations apply)
Diagnostic X-Ray & Lab-Professional	80% after deductible	60% after deductible
Diagnostic X-Ray & Lab-In-patient	80% after deductible	60% after deductible
Diagnostic X-Ray & Lab-Out-patient	80% after deductible	60% after deductible
Inpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Surgery	80% after deductible	60% after deductible
Emergency Room	80% after deductible	80% after deductible
Urgent Care Facility	80% after deductible	60% after deductible
Mental Health Benefits		
Inpatient Care	80% after deductible	60% after deductible
Outpatient Care	80% after deductible	60% after deductible
Retail Prescription Drugs		
Generic	$4 copay	Not covered
Brand Formulary	$15 copay	Not covered
Brand Non-Formulary	$35 copay	Not covered
# of Days Supply	34 days	Not applicable
Mail Order Prescription Drugs		
Generic	$8 copay	Not covered
Brand Formulary	$30 copay	Not covered
Brand Non-Formulary	$70 copay	Not covered
# of Days Supply	90 days	Not applicable

C2. The HDHP was implemented on January 1, 2016 and the coinsurance on most services is 20%. See Appendix C1.

C3. As of January 1st, the deductible and out-of-pocket maximum will reset each plan year.

C4. An employee that elects to waive their medical coverage with the City will receive $100/month that will be added to their paycheck. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage.

C5. As of January 1, 2016, the out-of-pocket maximum for prescription drug carve out plan will be capped at $4,100 for individuals or $8,200 for family. This is separate from and does not count toward the HDHP medical plan deductible or out of pocket maximum.

Appendix "D"
to the
Agreement
by and between
City of Kirkland
and
The Kirkland Police Guild
Commissioned Staff
January 1, 2026 through December 31, 2028

Health Reimbursement Account – HRA (VEBA)

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer", and the Kirkland Police Guild – Commissioned Staff, hereinafter referred to as the "Guild".

D1. Employees who enroll in the HDHP will receive contributions deposited into their HRA (VEBA) in the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1st are not eligible for the second contribution.

D2. HRA (VEBA) contributions will be made bi-annually, in the amounts of $600 for individuals or $1,200 for families. The total annual contribution that will be made is $1,200 for individuals or $2,400 for family. For purposes of HRA (VEBA) administration "family" is defined as employee plus one or more individual.

D3. Any employee hired after January 1st who enrolls in the HDHP will receive prorated contribution amounts based on the quarter in which the employee is eligible for benefits. The contribution will be deposited concurrent with the second payroll of the month in which their benefits become effective.

Hire Date	Individual Coverage	Family Coverage
January 1st – March 31st	$600	$1,200
April 1st – June 30th	$300	$600
July 1st – September 30th	$600	$1,200
October 1st – December 31st	$300	$600

D4. An employee and spouse/domestic partner who are both employed by the City cannot enroll in separate family plans.

Effective 1/1/2026
2.7% COLA + 1.3% market adjustment

City of Kirkland
Appendix E
2026 Police Commissioned Salary Table

GROUP /BU	JOB CLASS	Job Title	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PDCM	5018	Patrol Officer	HOURLY	$ 48.38	$ 52.38	$ 55.33	$ 59.22	$ 63.08
PDCM	5018	Patrol Officer	MONTHLY	$ 8,386.22	$ 9,079.12	$ 9,591.20	$ 10,265.28	$ 10,934.13
PDCM	5018	Patrol Officer	ANNUAL	$ 100,634.68	$ 108,949.38	$ 115,094.44	$ 123,183.33	$ 131,209.53
PDCM	5054	Training/SRO/CRO/NRO Officer	HOURLY	$ 56.44	$ 60.40	$ 64.34		
PDCM	5054	Training/SRO/CRO/NRO Officer	MONTHLY	$ 9,783.03	$ 10,470.58	$ 11,152.81		
PDCM	5054	Training/SRO/CRO/NRO Officer	ANNUAL	$ 117,396.33	$ 125,647.00	$ 133,833.72		
PDCM	5055	ProAct Detective	HOURLY	$ 56.99	$ 61.00	$ 64.97		
PDCM	5055	ProAct Detective	MONTHLY	$ 9,878.94	$ 10,573.24	$ 11,262.15		
PDCM	5055	ProAct Detective	ANNUAL	$ 118,547.27	$ 126,878.83	$ 135,145.82		
PDCM	5051	K-9 Officer	HOURLY	$ 57.55	$ 61.59	$ 65.60		
PDCM	5051	K-9 Officer	MONTHLY	$ 9,974.85	$ 10,675.89	$ 11,371.49		
PDCM	5051	K-9 Officer	ANNUAL	$ 119,698.22	$ 128,110.66	$ 136,457.91		
PDCM	5050	Traffic Officer	HOURLY	$ 57.55	$ 61.59	$ 65.60		
PDCM	5050	Traffic Officer	MONTHLY	$ 9,974.85	$ 10,675.89	$ 11,371.49		
PDCM	5050	Traffic Officer	ANNUAL	$ 119,698.22	$ 128,110.66	$ 136,457.91		
PDCM	5052	Detective	HOURLY	$ 58.10	$ 62.18	$ 66.23		
PDCM	5052	Detective	MONTHLY	$ 10,070.76	$ 10,778.54	$ 11,480.83		
PDCM	5052	Detective	ANNUAL	$ 120,849.16	$ 129,342.50	$ 137,770.01		
PDCM	5053	Family Violence Officer	HOURLY	$ 58.10	$ 62.18	$ 66.23		
PDCM	5053	Family Violence Officer	MONTHLY	$ 10,070.76	$ 10,778.54	$ 11,480.83		
PDCM	5053	Family Violence Officer	ANNUAL	$ 120,849.16	$ 129,342.50	$ 137,770.01		
PDCM	5158	Patrol Corporal	HOURLY	$ 67.56	$ 69.55			
PDCM	5158	Patrol Corporal	MONTHLY	$ 11,711.12	$ 12,056.23			
PDCM	5158	Patrol Corporal	ANNUAL	$ 140,533.41	$ 144,674.74			
PDCM	5154	Training/CSU Corporal	HOURLY	$ 68.91	$ 70.94			
PDCM	5154	Training/CSU Corporal	MONTHLY	$ 11,945.34	$ 12,297.35			
PDCM	5154	Training/CSU Corporal	ANNUAL	$ 143,344.08	$ 147,568.23			
PDCM	5155	ProAct Corporal	HOURLY	$ 69.59	$ 71.64			
PDCM	5155	ProAct Corporal	MONTHLY	$ 12,062.45	$ 12,417.92			
PDCM	5155	ProAct Corporal	ANNUAL	$ 144,749.41	$ 149,014.98			
PDCM	5150	Traffic Corporal	HOURLY	$ 70.26	$ 72.33			
PDCM	5150	Traffic Corporal	MONTHLY	$ 12,179.56	$ 12,538.48			
PDCM	5150	Traffic Corporal	ANNUAL	$ 146,154.75	$ 150,461.73			
PDCM	5152	Detective Corporal	HOURLY	$ 70.94	$ 73.03			
PDCM	5152	Detective Corporal	MONTHLY	$ 12,296.67	$ 12,659.04			
PDCM	5152	Detective Corporal	ANNUAL	$ 147,560.08	$ 151,908.48			
PDCM	5108	Patrol Sergeant	HOURLY	$ 74.13	$ 76.10			
PDCM	5108	Patrol Sergeant	MONTHLY	$ 12,850.54	$ 13,191.50			
PDCM	5108	Patrol Sergeant	ANNUAL	$ 154,206.48	$ 158,297.96			
PDCM	5104	Training/CSU Sergeant	HOURLY	$ 75.62	$ 77.62			
PDCM	5104	Training/CSU Sergeant	MONTHLY	$ 13,107.55	$ 13,455.33			
PDCM	5104	Training/CSU Sergeant	ANNUAL	$ 157,290.61	$ 161,463.92			
PDCM	5105	ProAct Sergeant	HOURLY	$ 76.36	$ 78.38			
PDCM	5105	ProAct Sergeant	MONTHLY	$ 13,236.06	$ 13,587.24			
PDCM	5105	ProAct Sergeant	ANNUAL	$ 158,832.67	$ 163,046.90			
PDCM	5100	Traffic Sergeant	HOURLY	$ 77.10	$ 79.15			
PDCM	5100	Traffic Sergeant	MONTHLY	$ 13,364.56	$ 13,719.16			
PDCM	5100	Traffic Sergeant	ANNUAL	$ 160,374.74	$ 164,629.88			
PDCM	5102	Detective Sergeant	HOURLY	$ 77.84	$ 79.91			
PDCM	5102	Detective Sergeant	MONTHLY	$ 13,493.07	$ 13,851.07			
PDCM	5102	Detective Sergeant	ANNUAL	$ 161,916.80	$ 166,212.86			