

286065

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE SEATTLE POLICE
OFFICER'S GUILD AUTHORIZED BY ORDINANCE 107104, AND ATTACHED THERETO.

286065

CF. 286065

AGREEMENT

By and Between

CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective September 1, 1977 through August 31, 1978.

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AGREEMENT

By and Between

CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

Section 2. The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

Section 3. The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

ARTICLE II - UNION MEMBERSHIP AND DUES

Section 1. Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or contribute an amount equivalent to the regular monthly dues of the Guild to the Guild or contribute a like amount to the Police Charity Fund. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

Employees, by the above language, have the option of either:

- a. Joining the Seattle Police Officers Guild
- b. Paying an amount equivalent to the regular dues to the Police Charity Fund
- c. Paying an amount equivalent to the regular dues to the Guild without any membership rights.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement.

Failure by an employee to abide by the above provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter and Civil Service Rules which provisions are paramount and shall prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days' notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild

officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

Section 3. It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

- a. The Police Administration shall afford Guild representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
- b. Police Administration reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.

Section 4. Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

Section 5. The Guild officials shall furnish Police Administration in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials and the area they serve.

Section 6. The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild or amounts contributed to the Police Charity Fund in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

Section 7. The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, unless caused by the City's willful negligence.

ARTICLE III - DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 1. The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are attached as Appendix "A" and incorporated into this Agreement by this reference; provided, however, that notwithstanding the hearing procedure enumerated in Appendix "A" it is understood that if deemed appropriate by the Chief of the Department discipline or discharge may be implemented immediately.

Section 2. There shall be established a "grievance and recommendation" procedure. This procedure shall be in accordance with the grievance procedure attached as Appendix "B" and incorporated into this Agreement by this reference.

Section 3. The parties agree that a Conference Board shall be established in accordance with Appendix "C" and incorporated into this Agreement by this reference.

Section 4. Any disputes under this Agreement will first be brought to the attention of the City Personnel Director and Guild President one week before legal action by either party is initiated. Prior to the instigation of any legal action under this Agreement, all matters in dispute shall first be submitted to the Conference Board as provided for in this Agreement for attempted resolution.

ARTICLE IV - EMPLOYMENT PRACTICES

Section 1. Personnel Reduction. Personnel reduction shall be in accordance with the City Charter and the following Civil Service Laws and Rules, to-wit:

10:03 LAYOFF

a. In a given class in a department, the following shall be the order of layoff:

- 1) Provisional appointees
- 2) Temporary or intermittent employees not earning service credit
- 3) Probationers (except as their layoff may be affected by military service during probation)
- 4) Regular employees in the order of length of service, the one with the least service being laid off first.

b. Residence Preference: Consistent with State Law.

c. Layoff Out of Order: The Secretary may grant permission for layoff out of the regular order, upon showing of the appointing authority of the department of a necessity therefor in the interest of efficient operation of his department, after giving any employee or employees affected an opportunity to be heard.

d. Reduction in Lieu of Layoff: At the time of any layoff, a regular employee or a promotional probationer shall be given an opportunity to accept reduction to the next lower class in a series of classes in his department, or he may be transferred as provided by Rule 10:01 c (3), transfer in lieu of layoff. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with the Service Credit Rule 9.

10:01 c (3) Transfer, in lieu of layoff, may be made to another class or to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced.

6.05 d Before the expiration of any register, including a reinstatement register, the Commission may extend it for a maximum of one year at a time.

6.04 ESTABLISHMENT OF REINSTATEMENT REGISTERS:

a. The names of regular employees who have been laid off shall be placed upon a reinstatement register for the same class and for the department from which laid off, for a period of one year from the date of layoff;

b. Upon the request of an appointing authority, the Secretary may approve the certification of anyone on such a reinstatement register as eligible for appointment on an open competitive basis in the department requesting certification.

c. Anyone on a reinstatement register who becomes a regular employee in the same class in another department shall lose his reinstatement rights in his former department.

d. Anyone accepting a permanent appointment in the class from which laid off and in a department other than that from which laid off is not to be certified to his former department unless his eligibility for that department is restored.

e. Refusal to accept permanent work from a reinstatement register shall terminate all rights granted under this rule; provided, no one shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which laid off.

7.03 CERTIFICATION

a. Certification to fill a vacancy shall be made by the Civil Service Department from registers in the following order and as provided in this rule:

- 1) Reinstatement
- 2) Promotional
- 3) Open Competitive

b. 1) Order of Reinstatement:

If a vacancy is to be filled from the reinstatement register, certification shall be made on the basis of length of service, subject to the residence preference if there be such. The regular employee on such register who has the most service credit shall be first reinstated: Provided, upon request from the appointing authority, the Secretary may authorize reinstatement out of such regular order upon a showing of efficiency or that such action is for the good of the service, after giving the employees adversely affected an opportunity to be heard.

2) Nothing in this rule shall prevent reinstatement of any regular employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class, as provided in these rules.

Section 2. Vacancies and Promotions. It is the intent of the parties that appointments should be made as soon as practicable after vacancies occur. However, the parties agree that extraordinary circumstances may require that this provision not be rigidly enforced. Vacancies and promotions shall be filled in accordance with the following City Charter and the Civil Service Laws and Rules, to-wit:

7.03 c. If a vacancy is to be filled from a promotional register, the Secretary shall certify to the appointing authority the names of the five available eligibles or 25% of the total available eligibles, whichever is greater, subject to:

1) Residence preference, if there be such,
and

2) A departmental percentage preference which shall be added to the examination grade of an eligible who is employed in the department in which the vacancy exists; such percentage preference shall be five per cent of the eligible's grade including service credit.

d. In determining the number of names on the eligible register for the purpose of certifying twenty-five percent thereof, only the names of those available shall be considered. If the number is not exactly divisible by four, and the remainder is two or three, the number shall be increased to the next highest number divisible by four. If the remainder is one, the number shall not be increased.

7.03 e. If two or more vacancies are to be filled from any of the above registers other than the reinstatement register, the names of two more than the number to be appointed shall be certified.

f. If an appointing authority makes an acceptable showing that any of the eligibles certified are not available or that they do not respond, sufficient additional names shall be furnished to complete the certification.

g. Where a certification of eligibles with special experience, training or skill is requested in writing by the appointing authority as being necessary for satisfactory performance in a particular position, and the Secretary determines that the reasons given fully justify the request, a certification may be made of only the highest ranking eligibles who possess the special qualifications. Certification of eligibles of only one sex shall not be made unless there is clear evidence that efficient performance of duties to be assigned could be performed only by the sex specified.

h. Inspection of papers by appointing authority: The application and the examination papers of a certified eligible shall be available for inspection by the appointing authority.

7.05 DURATION OF CERTIFICATION

Certification shall be in effect for 21 days from its date of issuance. The appointing authority must file a report of any appointment from such certification with the Secretary. Such report shall be made immediately upon appointment and within the 21-day period. Failure to make such report in time will automatically void any certification unless, prior to expiration, authority for its continuance has been granted by the Secretary. Expiration of eligibility shall not cancel the validity of a certification.

7.06 REGULAR APPOINTMENT

A regular appointment to fill a vacancy must be made from the names contained on the official certification. The official appointment report shall show the name of the person appointed, the effective date, the salary, the nature or duration of the appointment, and any other information required.

Section 3. Entrance Tests. The Employer recognizes the need to keep standards high for the position of Entrance Police Officer and agrees that written and oral testing standards for Police Officers must be kept high. The Employer, in the future, shall not reduce such testing standards without first notifying the Chief of Police and the Guild of such anticipated action. For this purpose the requirements of the Civil Service Commission in test given in the year 1965 shall be used to determine whether or not the Employer has reduced its qualifications for entering Police Officers.

Section 4. Working Out of Classification. Any employee who is assigned by written directive to perform all of the duties of a higher paying classification for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day over his regular rate of pay.

Section 5. Personnel Files. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies. This provision shall not restrict such information from becoming subject to due process

by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable.

Section 6. Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps; in addition, the Chief of the Seattle Police Department may also grant vacation credits in accordance with the rehired Officers' past service time.

Section 7. Non-discrimination. It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not discriminate against any employee by reason of race, creed, color, sex, national origin, religious belief or marital status.

Section 8. Indefinite Suspensions. On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police to the Civil Service Commission, the Chief of Police shall abide by the decision of such Commission or any final Court decision resulting from an appeal of the Civil Service Commission determination as provided by law with regard to back pay or lost benefits.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. Hours of Duty. The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day shall be eight (8) hours a day including mealtime plus roll call not to exceed fifteen (15) minutes. For purposes of an eight (8) hour day in the Patrol Division, the roll call shall be fifteen (15) minutes prior to the assigned shift, and those employees so affected shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in the patrol division shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the patrol division shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide 104 furlough days per year. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time. Except in the event of unusual occurrence, civil disorder or national disaster, no employee shall be required over his objection to work in the excess of six (6) consecutive days.

Section 2. Overtime. Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day.

Section 3. Overtime Minimum Pay. In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be four (4) hours at the time and one-half ($1\frac{1}{2}$) rate. In the event an individual is called back to work overtime or for a Court appearance, he shall not normally be required to perform duties unrelated to the particular reasons for which he was called back to duty. In the event an employee has, by his own action, failed to submit reports, statements, etc., concerning an event during his previous tour of duty and has failed to have reports

properly approved by his supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift.

Section 4. Overtime Pay for Court Appearances. The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

- a. If the session starts less than three and one-half (3½) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift.
- b. If the session starts three and one-half (3½) or more hours before or after their shift, compensation will be for a minimum of four (4) hours.
- c. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court or court related hearings, shall receive a minimum of four (4) hours overtime at the rate of time and one-half their regular rate of pay. All other court time will be at the regular rate of pay.
- d. For Morning Court: Officers, may, at their option and with supervisory approval, be relieved four (4) hours before their normal shift is completed in lieu of overtime or officers may be relieved two (2) hours before their normal shift is completed and be eligible to receive two (2) hours overtime.

Officers who are called in on their days off for Court time shall receive a minimum of four (4) hours pay at time and one-half of their regular rate of pay.

Section 5. Compensatory Time. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensable time off. Excluding Court overtime, all such compensable time off shall be at time and one-half (1½).

Section 6. Standby. The Employer and the Guild agree that the use of off duty standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty standby status shall be compensated on the basis of 50% of straight time pay. If the employee is actually called back to work, the off duty standby premium shall cease at that time. Thereafter, normal overtime rules shall apply.

ARTICLE VI - SALARIES

Section 1. Salaries to be paid by the City to employees in the bargaining unit during the period of this Agreement are set forth in Appendix D of this Agreement.

ARTICLE VII - DEPARTMENTAL WORK RULES

Section 1. Notification of Changes. The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

Survey reports, such as the IACP Report, received by the Employer and the information contained therein are considered confidential management information. Such reports shall be disseminated if significant changes in working conditions as outlined in this section are contemplated or if, in the judgment of the Chief of Police, the advice and counsel of the Guild leadership would serve the best interest of the Seattle Police Department. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

Section 2. Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. An employee hired on or after the effective date of this Agreement shall be reimbursed \$300.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$200.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Section 3. Work Rotation. The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

The employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime or premium pay to an employee.

Section 4. No police officer shall be required to work without a firearm unless mutually agreed to the contrary.

Section 5. Bulletin Boards. The Seattle Police Officers Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Detective Division.

Section 6. Menial Tasks. The Employer shall not require an employee to perform work defined as janitorial in nature. An employee shall be responsible for the appearance of his work area, vehicle and other assigned equipment; provided further an employee shall be responsible for the proper condition of his uniform, weapons and other items of personal equipment in his care and possession.

Section 7. Sickness in the Family. In the event of illness in the immediate family, an employee will be entitled to release time off at the discretion of his immediate supervisor to assist such sick member of the employee's immediate family.

Section 8. Employees covered by this agreement shall be allowed to engage in off-duty employment subject to departmental off-duty work rules in effect September 1, 1975.

Section 9. It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

ARTICLE VIII - HOLIDAYS

Uniformed police personnel shall be allowed eleven (11) holidays off per year with pay, or (11) days off in lieu thereof, at the discretion of the Chief of Police, and Ordinance 95256 and all others in conflict herewith are hereby superseded. Employees covered by this Agreement who are regularly scheduled to work during the holiday time periods described below shall be paid one and one-half (1½) times their straight time rate of pay for each hour worked during said periods; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

Christmas: Commencing 2000 hours December 24th and ending 2000 hours December 25th.

New Year's Day: Commencing 2000 hours December 31st and ending 2000 hours January 1st.

ARTICLE IX - VACATIONS

Section 1. As provided by Ordinance 86799, as amended, annual vacations with pay shall be granted to eligible employees on the following basis: for service of less than one (1) year, vacation time shall accrue at the rate of one (1) working day for each month of actual service in the preceding calendar year; for service of more than one (1) year, vacation time shall accrue at the following rate:

1 to 5 years service	12 working days per year
5 to 10 years service	15 working days per year
10 to 15 years service	16 working days per year
15 to 20 years service	18 working days per year
20 years of service	20 working days per year
21 years of service	21 working days per year
22 years of service	22 working days per year
23 years of service	23 working days per year
24 years of service	24 working days per year
25 years of service	25 working days per year
26 years of service	26 working days per year
27 years of service	27 working days per year
28 years of service	28 working days per year
29 years of service	29 working days per year
30 years of service	30 working days per year

Additional vacation allowances for employees covered by this Agreement with five (5) or more years' service shall be available to use, subject to scheduling requirements, on January 1 of the year in which the service requirement is met.

Vacations shall be computed on the basis of "actual service" in accordance with Council Ordinance No. 86799 as amended by Ordinance No. 102920.

Section 2. That annual vacations, as provided by this Ordinance, shall be subject to the following rules:

- (1) The minimum vacation allowance to be taken by an employee shall be one-half ($\frac{1}{2}$) of a day, or at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by the respective department heads.

- (2) The heads of the various departments shall arrange vacation time for officers and employees on such schedules as will least interfere with the functions of the department.
- (3) Upon transfer, the department receiving the employee shall grant any earned vacation due such employee at its expense, subject to the other rules set forth herein.
- (4) Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this Ordinance, commence their actual service with the date of re-employment.
- (5) For the purpose of this Ordinance, "actual service" shall be determined in the same manner as for salary purposes.

Section 3. That annual vacations as provided by this Ordinance which are earned by officers and employees must be taken within the calendar year next succeeding the calendar year in which service was rendered with the following exceptions:

- (1) Officers and employees who are laid off, retired, or who resign after more than one year's service, shall be given proportionate vacations earned in the current year, together with any unused earned vacations for the preceding calendar year, before being separated from the payroll.
- (2) On the death of an employee in active service, pay will be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- (3) An employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and shall also receive vacation payments which are earned during the current year and not taken at time of separation.
- (4) An employee granted an extended leave of absence, which includes the next succeeding calendar year, shall be given proportionate vacation earned in the current year before being separated from the payroll.

- (5) An employee returning from military leave of absence, as defined by Ordinance, shall be given a vacation allowance for the previous calendar year as if he had been employed.
- (6) An employee may, upon approval of the department head, carry over a maximum of twenty (20) days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules. (Section 3 amended by Ordinance No. 95389).

Section 4. In the event that an employee is sick or injured or otherwise qualifies for sick benefits while he is on vacation, and it can be established that the employee is incapacitated due to illness or injury, the day or days that he is sick under these circumstances shall be carried as sick rather than vacation, and he will for all purposes be treated as though he were home solely for the reason of his illness or injury.

Section 5. Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Following twenty-five (25) years of employment, an employee may carry over and/or accumulate five (5) days of vacation annually. Employees who desire to carry over vacation days must make their request at the time vacations are being scheduled.

Employees who elect to use five (5) or more days of accumulated carry-over vacation at one time must request such use from their immediate supervisor at least sixty (60) days in advance.

An employee may, upon approval of the department head, carry over a maximum of twenty (20) days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness, or department work schedules.

The number of vacation days carried over and/or accumulated shall not exceed the number of annual vacation days for which the employee is currently eligible.

ARTICLE X - PENSIONS

Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE XI - MEDICAL COVERAGE

Section 1. Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150.

Section 2. For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute R.C.W. 41.26, the City will provide a medical care program, as established by the City for the dependents of eligible employees pursuant to Ordinance 102498, as amended.

For the calendar year 1978, the City shall pay one hundred percent (100%) of the monthly premium for medical care. The maximum monthly premium the City will assume for this program would be one of the following:

<u>Group Health</u>	<u>KCM/BS</u>	<u>NHA</u>
\$56.75	\$53.35	\$68.55

Section 3. For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.

For the calendar year 1978, the City shall pay one hundred percent (100%) of the monthly premium for medical care. The maximum monthly medical premium per covered employee, including his/her dependents, the City will assume for this program would be one of the following:

<u>Group Health</u>	<u>KCM/BS</u>	<u>NHA</u>
\$67.00	\$66.55	\$87.15

ARTICLE XII - DENTAL CARE

Section 1. Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.

For the calendar year 1978, the City shall pay one hundred percent (100%) of the monthly premium for dental care. The maximum monthly premium the City will assume for this program will be \$28.30.

ARTICLE XIII - FALSE ARREST INSURANCE

The City shall provide false arrest insurance according to the terms of the policy attached hereto as Appendix E and incorporated into the Agreement by this reference.

ARTICLE XIV - MANAGEMENT RIGHTS

Section 1. The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the employer shall, prior to final formalization and effectuation, place them on an agenda of the Conference Board for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

Section 2. Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Section 4. Subject to the provisions of this Agreement, the Employer reserves the right:

- (a) To recruit, assign, transfer or promote members to positions within the department;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;

- (c) To determine methods, means, and personnel necessary for departmental operations;
- (d) To control the departmental budget;
- (e) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
- (f) To manage and operate its Departments except as may be limited by provisions of this Agreement.

ARTICLE XV - PERFORMANCE OF DUTY

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

Section 2. Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE XVI - RETENTION OF BENEFITS

Section 1. Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

Section 2. All benefits shall remain as they presently are, except that the Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half ($\frac{1}{2}$) of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

ARTICLE XVII - SUBORDINATION OF AGREEMENT

Section 1. It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

Section 2. It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE XVIII - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendums hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XIX - ENTIRE AGREEMENT

Section 1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE XX - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective September 1, 1977 and shall remain in effect through August 31, 1978, and from year to year thereafter unless notice of intent to amend or terminate is served by either party one hundred and twenty (120) days prior to the anniversary date or in accordance with RCW 41.56 (five (5) months prior to the submission of the budget), whichever date is sooner. Any contract changes desired by either party must be included in the opening letter and shall not be accepted by either party if submitted at a later date unless mutually agreed upon by both parties.

Signed this _____ day of _____, 19__.

City of Seattle
Executed under the Authority
of Ordinance _____.

Mayor

Signed this _____ day of _____, 19__.

Seattle Police Officers'
Guild

APPENDIX A

DISCIPLINARY HEARING PROCEDURE

- (a) When any report of violation of Seattle Police Department rules and regulations lodged against a member has been classified as sustained and so reported to the Chief of Police and the Bureau Commander of the accused, and penalty for that infraction may result in suspension, demotion or dismissal, the Bureau Commander of the accused police officer shall immediately notify him of such fact, together with his disciplinary recommendation and his right to a disciplinary hearing, provided such right is exercised within forty-eight (48) hours.
- (b) The accused has forty-eight (48) hours from the time of notification in which to waive or exercise his right to a disciplinary hearing. In such cases a disciplinary panel may be convened by the Chief of Police despite such waiver if such a review is desired before finalizing a disciplinary decision. The accused shall notify his commanding officer within forty-eight (48) hours, otherwise he will be deemed to have waived his right to a disciplinary hearing. At this time the waiver may not be rescinded; provided, however, that in those cases where the accused has waived his right to a disciplinary hearing, following notification by his Bureau Commander of his disciplinary recommendation, the accused shall have forty-eight (48) hours to request such a hearing, following notification of the disciplinary decision made by the Chief of Police if the penalty imposed by the Chief of Police exceeds that recommended by the Bureau Commander. If the accused exercises his right to a disciplinary hearing, he shall have adequate time to prepare his defense after he has been fully informed of the nature of the charges that have been lodged against him.
- (c) The appropriate command will notify the Internal Investigation Division that the accused has waived his rights.
- (d) Disciplinary Hearing Panels:
Two panels, differently composed, will hear different kinds of complaints. Panel No. 1 has jurisdiction over all complaints which originate within the Department; Panel No. 2 has jurisdiction over all complaints that originate as citizen complaints.

1. Disciplinary Panel No. 1

The No. 1 Disciplinary Hearing Panel for internal complaints shall consist of five (5) balloting members with the rank of lieutenant or above, except members of the Internal Investigations Division, the legal advisor, or the accused member's commanding officer, will not be eligible for appointment to the Panel.

The Chief of Police will assign four (4) members to the Panel, one of whom shall be an Assistant Chief or Major who shall be designated as the presiding officer at the hearing. Anyone from within the Department, including members of the Internal Investigations Division, but excluding the Police Legal Advisor, may be selected by the accused to serve as the fifth panel member.

The accused officer shall have the right to challenge any member of the Panel for cause and will be allowed to exercise one preemptory challenge. Personal animosity or previous disciplinary action against the accused by a prospective panelist shall be just cause for exclusion from the Panel. The final determination of just cause shall be made by the presiding officer.

2. Disciplinary Panel No. 2

When a report of violation of Seattle Police Department rules and regulations, which originates from a citizen complaint, is lodged against a police officer, is classified as unfounded, exonerated or not sustained by the Internal Investigation Division, a No. 2 Disciplinary Panel, consisting of five (5) persons may be called by the Chief of Police and shall be constituted as follows: The Chief of Police shall appoint three (3) officers, one of whom shall be an Assistant Chief or Major, who shall be designated as the presiding officer of the hearing. The other two (2) persons shall sit as participating, but non-voting, observer members of the Panel. One observer, a police officer, shall be appointed by Seattle Police Officers' Guild, and the other observer shall be appointed by the Mayor from a panel of fourteen (14) persons, selected seven (7) each by the highest executive officer of the Seattle Bar Association and the Chamber of Commerce. The civilian observer (1) shall certify to the Mayor in writing whether the citizen complainant received a full, fair and

impartial hearing, and (2) may request the Chief of Police, in writing, to review the decision of the Panel.

The accused officer shall have the right to challenge any member of the Panel for cause and will be allowed to exercise one preemptory challenge. Personal animosity or previous disciplinary action against the accused by a prospective panelist shall be just cause for exclusion from the Panel. The final determination of just cause shall be made by the presiding officer.

- (e) The commanding officer of the Internal Investigations Division will prepare cases for presentation to all Disciplinary Hearing Panels, requesting an additional investigation when needed. He will schedule the cases and arrange for the hearings to be recorded. He will forward the findings and recommendations of the Disciplinary Hearing Panel directly to the Chief of Police for final action.
- (f) The accused will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The accused may be granted a continuance for the purpose of presenting a full and complete defense.
- (g) The accused may ask any member of the Department or an attorney for assistance in the presentation of his case, with the exception of personnel from the Internal Investigations Division or the Police Legal Advisor.
- (h) The accused may record the proceedings at his own expense.
- (i) The Guild shall be notified whenever a disciplinary hearing is scheduled. The Guild may assign any elected officer of the Guild to sit in as an observer.
- (j) Disciplinary Hearing Panels are not judicial tribunals, and any evidence pertinent to the issue may be presented. The presiding officer shall decide any question of procedure or acceptability of evidence, accepting any evidence which is reasonably relevant to the present charges. No statements made by the accused can be used against him in a criminal prosecution. The Legal Advisor may be present as an advisor on procedural matters. The Disciplinary Hearing Panels will consider the investigation reports,

statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The Panels will hear the plea of any accused who wishes to be heard and, at its discretion, may order the accused or any other member of the Department to appear.

Upon conclusion of the presentation of evidence by both sides, the Hearing Panels will reach a verdict by secret ballot. The accused will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.

On the basis of its findings, the Panels will recommend one of the following actions to the Chief of Police:

- a. Further investigation with specific recommendations;
- b. Dismissal of the charge;
- c. Finding a charge not sustained;
- d. Finding a charge sustained and listing their recommendations.

If a sustained finding is made, the Disciplinary Panels will then consider previous disciplinary actions taken against the accused in determining appropriate action in the present case. The Disciplinary Panels shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend.

- (k) Disciplinary actions which result in less than suspension, demotion or dismissal shall be reviewed by the Employee Relations Panel when requested by an employee covered by this collective bargaining agreement.

APPENDIX B

CITY OF SEATTLE

OFFICE OF THE CHIEF

DEPARTMENT OF POLICE

DATE ISSUED 12/26/69

GENERAL ORDER NO. 132

SUBJECT: Grievance and Recommendation Procedure

Effective Date: December 26, 1969 Expiration:

Amends: 2.03.041 (New Section)
Index

Rescinds: All Manual
portions in conflict
herewith

The following "Grievance and Recommendation Procedure" is adopted for members and employees of the Seattle Police Department.

An election shall be held and selection of an Employee Relations Panel shall be completed by January 1, 1970.

2.03.041 Grievance and Recommendation Procedure

The Director of Personnel shall have the responsibility for overall coordination and administration of the Seattle Police Department Grievance and Recommendation Procedure, as provided herein.

1. Applicability

- a. This procedure shall be applicable to any grievance or recommendation submitted by a member or employee, including those concerned with material benefits, employee status, management practices, operational matters, personal disputes and other matters under the control of the Police Department.
- b. Provisions of this procedure are limited to all sworn members of the rank of sergeant and below, and to all civilian employees below the level of director.
- c. Employee participation will be considered a duty assignment; provided, however, that witnesses appearing at the request of management shall be treated in a manner similar to Court Overtime.

2. Employee Relations Panel

An Employee Relations Panel shall be the governing body of the Seattle Police Department grievance and recommendation system.

- a. The first panel meeting of each year shall be scheduled and conducted by the Director of Personnel. At this meeting, elections will be held for chairman and secretary of the panel.
- b. The elected chairman shall call for and preside over panel meetings and all panel members shall be notified in advance of such meetings.
- c. The panel secretary shall be responsible for the preparation and submission of reports and recommendations.
- d. The Employee Relations Panel shall elect a Screening Committee and a Hearing Committee from membership of the panel to carry out its functions, or shall itself carry out the functions of these committees when meeting as a Committee of the Whole.
- e. The Employee Relations Panel shall have the responsibility for reviewing grievances and recommendations, conducting hearings, and reporting findings and making recommendations on all cases to the Chief of Police.
- f. The panel shall have the responsibility for screening and consolidating grievances, conducting hearings, and calling employees to testify at hearings.
- g. Since duplicates of similar grievances and recommendations may be received by the panel, they may be rejected in a summary fashion without providing elaborate explanations for the rejection to the initiator. Moreover, the panel shall consolidate similar grievances and recommendations and take necessary steps to properly handle them. A reply will be made to the initiator of each grievance and recommendation.
- h. A quorum of the panel shall consist of six (6) persons out of the total membership.
- i. Employee Relations Panel members shall serve no more than two (2) consecutive terms in office.

3. Employee Relations Panel Membership

The Employee Relations Panel shall consist of the following personnel:

Two Captains	Two Police Officers
Two Lieutenants	Two Civilians
Two Sergeants	

- a. Selection of the two police officers and two sergeants to the Employee Relations Panel shall be accomplished by the Seattle Police Officer's Guild and shall be conducted before the last meeting of each calendar year.
 - (1) A third police officer will be selected by the guild to sit as an alternate on the panel in all cases where there is a universal application of the grievance being considered.
 - (2) When a grievance pertains to a matter relating only to sworn personnel, the initiator of the grievance may, at his discretion, exclude the two civilian panel members. When this happens the alternate member shall also be excluded.
- b. The two captains and two lieutenants shall be selected by staff nomination in December of each year.
- c. Election of civilians to the panel shall be accomplished by separate elections among all employees below the level of director. This election shall be conducted by the Administrative Services Bureau Chief or his representative in December of each year.

Results of the above elections shall be forwarded to the Director of Personnel prior to the end of each year.

4. Grievance and Recommendation Transmittal

The procedure for initiating and forwarding grievances and recommendations is included in the instructions on the Grievance and Recommendation Transmittal Report, Form 2-17.

- a. A Grievance and Recommendation Transmittal report form is to be used for submitting all formal grievances and recommendations.

- b. A sufficient supply of the above forms shall be maintained by each division, and shall be made readily available to all members and employees.
5. Authority for Initiating and Handling Grievances and Recommendations

The Chief of Police shall have final authority pertaining to all grievances and recommendations submitted by members and employees.

- a. The Employee Relations Panel shall have authority to report findings and make recommendations to the Chief of Police or the Civil Service Commission in regard to all grievances or recommendations.
- b. The Screening Committee of the Employee Relations Panel shall have authority to review and consolidate grievances, conduct hearings, decide the composition of hearing committees, refer grievances and recommendations to the Employee Relations Panel, and call members and employees to testify at hearings.
- c. The Hearing Committee of the Employee Relations Panel shall have authority to hear cases and make reports of findings to the panel.
- d. Each supervisor on the normal chain of command may be the final authority in connection with an individual grievance and recommendation case if he accepts and implements the member's or employee's suggestion, or provides a solution to a grievance which is entirely acceptable to the member or employee.

If the grievance or recommendation cannot be solved by the supervisor to the member's or employee's complete satisfaction, it must be forwarded to the next higher command level as indicated on the Grievance and Recommendation Transmittal report form.

- e. The Guild officers may initiate a grievance.
- f. Any employee may initiate a grievance anonymously directly to any panel member, who will present the grievance to the panel and report back to the initiator. Under no circumstances shall the identity of the initiator be released by the panel member who receives this anonymous complaint.

6. Legal Assistance

In reviews or hearings in which presence of legal counsel is desired or required, the chairman of the panel committee involved shall request legal assistance from the City Attorney's Office or from the Department Legal Advisor. Such assistance shall be rendered in an advisory capacity.

7. Clerical Assistance

Clerical assistance shall be provided to the chairman of the Employee Relations Panel, the Screening Committee, and the Hearing Committee, as required. Clerical assistance shall be the responsibility of the Chairman of the Screening Committee, in coordination with the Director of Personnel.

By Order of:

/s/ W. F. Moore
Acting Chief of Police

A copy of this General Order will be inserted in the General Order Amendment Section of each Seattle Police Department Manual for reference pending the actual Manual revision.

APPENDIX C

CONFERENCE BOARD

There shall be a Department Conference Board consisting of three (3) employees named by the Guild and three (3) representatives of the Department named by the Chief of the Department. The Chief of the Department, or his representative, shall sit as one of the three (3) employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. It is also agreed that either party may add additional members to its conference board committee whenever deemed appropriate. A representative of the City Personnel Office shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance. The Conference Board shall meet not less than quarterly and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a consultive capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the procedure outlined in Appendix B, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the City representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any session which involves the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations or his designee shall be in attendance and no such changes shall be made without the express approval of same. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes shall be kept. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

APPENDIX D - SALARIES

Section 1. Effective October 1, 1977 through August 31, 1978, salaries shall be in accordance with the following schedule:

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Police Officer	\$1256	\$1353	\$1419	\$1479	\$1557
				<u>Start</u>	<u>6 mos.</u>
Police Sergeant				\$1711	\$1791

Section 2. Percentage salary premiums based upon the top pay step of the classification, Police Officer, shall be paid for the following assignments during the life of the Agreement.

Bomb Squad, while assigned from any classification in Section 1	- 5%	\$ 78.00
Detectives, while assigned from any classification in Section 1	- 3%	\$ 47.00
Diver while assigned from any classification in Section 1	- 3%	\$ 47.00
Helicopter Observer, while assigned from any classification in Section 1	- 3%	\$ 47.00
Helicopter Pilot, while assigned from any classification in Section 1	-10%	\$156.00
Investigators, while assigned from any classification in Section 1	- 3%	\$ 47.00
Motorcycle Officer, while assigned from any classification in Section 1	- 3%	\$ 47.00
Radio Dispatcher, while assigned from any classification in Section 1	- 3%	\$ 47.00

The above premiums shall be in addition to the regular salary of Officers as specified in Section 1.

Section 3. Longevity premiums based upon the top pay step of classification, Police Officer, shall be added to salaries in Section 1 during the life of this Agreement in accordance with the following schedule:

Completion of five (5) years service	(2%)	\$31.00
Completion of ten (10) years service	(4%)	\$62.00
Completion of fifteen (15) years service	(6%)	\$93.00
Completion of twenty (20) years service	(8%)	\$125.00

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer in the Seattle Police Department.

APPENDIX E

FALSE ARREST INSURANCE

The City shall provide false arrest insurance in accordance with the FALSE ARREST AND OTHER SUPPLEMENTAL PERILS policy Certificate No. NAT-73-2199 effective as of December 1, 1973 and shall maintain the benefits therein for the life of this Agreement.

The City shall provide the Guild with a copy of said policy.

APPENDIX E
This is to Certify That

ROBERT O. FLEMING & CO., INC.

NATESCO GENERAL AGENCY, INC.

through the office of _____ has procured insurance as hereinafter specified from the following subscribing Companies (hereinafter called the Underwriters) whose names and respective proportions are:

INDUSTRIAL FIRE & CASUALTY COMPANY - - - - 100%

Certificate No. NAT-73-2199
Renews No. NAT-72-2102
Broker JOHN A. SODERBERG COMPANY

for the persons named herein in respect of the coverages specified and on the terms set forth in and or attached to this certificate.

AMOUNT	RATE	PREMIUM
\$ 100/300/300		\$105,000.00
\$		\$
\$		\$
Policy Fee		\$ 15.00
Federal Tax		\$
State Tax		\$ 2,100.30
Stamping Fee		\$ 1,050.15
		\$108,165.45

Subject to terms and conditions of Underwriters

FALSE ARREST & SUPPLEMENTAL PERILS Policy

Name of Assured CITY OF SEATTLE et al

Address SEATTLE, WASHINGTON

Amount \$100,000/300,000/300,000

Policy Period: From DECEMBER 1, 1973 To DECEMBER 1, 1974
both days at 12:01 a.m. standard time at the address of the named assured

DESCRIPTION OF COVERAGE
AS PER FORMS ATTACHED

CURRENCY CLAUSE: It is understood and agreed that all amounts used herein are in UNITED STATES CURRENCY, and that premium shall be paid and all losses shall be paid and adjusted in UNITED STATES CURRENCY.

FEDERAL TAX: where indicated, has been calculated at four (4) percent of that portion of premium applicable to Foreign Companies and has been paid by Robert O. Fleming & Co., Inc.

It is agreed that in the event of the failure of Underwriters herein to pay any amount claimed to be due hereunder, Underwriters herein, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in any such suit may be made upon ROBERT O. FLEMING & CO., INC., or their nominee, 1830 EXCHANGE BLDG., SEATTLE, WASH. 98104 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute, territory or district of the United States which makes provision therefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successor in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LOSS OR DAMAGE: directly or indirectly occasioned by, happening through or in consequence of, war, invasion, acts of foreign enemies, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or combination of nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority not covered.

THIS DOCUMENT is intended for use as evidence that Robert O. Fleming & Co., Inc., at the request of the assured, secured commitments that the insurance hereinafter specified has been entered with the above named Underwriters against which Underwriters' policy may be duly issued and continued in full force and effect. This document shall not be responsible for errors in cable advice or mistakes or omissions of any kind by the insured or its broker. This certificate constitutes the entire agreement between the parties and there are no oral understandings or agreements.

ROBERT O. FLEMING & CO., INC.

DATED 12-11-73

AT SEATTLE, WASHINGTON

APPENDIX F

2104.070 Equipment Required

1.

2. Firearms

a. All uniformed officers of the Seattle Police Department, while on duty, shall be armed with a department-issued 38 Special four-inch barrel revolver; except that the Director of Training, on request, may approve a privately owned 38 Special revolver or a 357 Magnum caliber revolver with no less than four-inch and no more than six-inch barrel. Uniformed members are prohibited from carrying chrome or nickel plated revolvers with pearl or white horn grips, with the exception of the motorcycle drill team uniforms. While in uniform, officers shall have no more than one sidearm visible.

b. Officers assigned to plainclothes duty shall be armed with a 38 Special revolver or a 357 Magnum caliber revolver with no less than a two-inch and no more than a six-inch barrel; provided any weapon other than department-issued must be approved by the Director of Training.

Exception: On certain types of assignments such as undercover investigative uses, a bureau commander may authorize the use of semi-automatic pistols or other special type weapons.

c. All of the requirements for officers on duty shall apply to officers off duty while working at any employment where police authority is required.

d. Policewomen while on duty shall be armed with the department-issued 38 Special revolver or a caliber .32 revolver.

e. Reserve and special police officers shall abide by the same regulations as specified herein for department members.

f. Supervisory officers in uniform or non-uniform assignments, whose duties require their continued presence

inside a police building, may be armed with the 38 Special revolver, with a barrel length of no less than two-inch and no more than six-inch.

3. Ammunition

- a. Officers covered by this Agreement shall be provided with 38 cal. ammunition which will be of the best possible quality available for Police purposes.
- b. Officers shall be allowed to purchase and use 357 cal. ammunition, one of the restrictions being that they carry Department issue 38 cal. ammunition as their extra rounds. Officers who choose to exercise the option of using 357 cal. ammunition shall purchase only that ammunition which is authorized by the department, that ammunition being of the best possible quality available for Police purposes.

APPENDIX G

POLICE OFFICERS' BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Seattle Police Department. 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 immediate investigation by superior officers designated by the Chief of the Seattle Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint.
- B. Any interrogation 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, interrogations shall be scheduled for the daytime.
- C. The interrogation (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Seattle Police Officers' Guild before being interrogated. An attorney of his own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
- D. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods.

- E. The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.

SEATTLE POLICE DEPARTMENT
GRIEVANCE/SUGGESTION TRANSMITTAL REPORT

Employee Name (last)	(first)	(initial)	Employee No.	Division	District/Se
Class Title		Employee Status	Assignment	Date Initiated	

SECTION I. SUGGESTION OR GRIEVANCE TO GO THROUGH THE CHAIN OF COMMAND.

This section is to be used only if the employee wishes the grievance or suggestion to be routed through the chain of command. Grievance suggestions reported in this section will not be reviewed by the Employee Relations Panel and decisions made by supervisors with authority shall be final. Details should be explained on a Bureau memo form to be attached to this transmittal sheet. Address the report to your immediate supervisor. Indicate the nature of the problem or grievance. Give a brief explanation of the cause or history if applicable to your suggestion, or, in the case of a grievance, your recommended solution if you have one in mind. Be specific in both the statement of the problem and the suggested solution. If the suggestion or solution involves additional expenditure, either for equipment or manpower, indicate the amount of the increase. Refer to the Seattle Police Department Manual for further information pertaining to the Personnel Grievance Suggestion Procedure.

SUPERVISORS: Check one or more of the boxes below. Attach comments, if any, by means of a separate memo. If you have the responsibility, authority, and desire to solve the problem or implement the suggestion, indicate your intent to do so and return to the initiating employee. Otherwise, sign and forward to the next higher supervisory level within 72 hours.

SUPERVISORY LEVELS	Grievance/suggestion solved or adopted	Agree with statement. Forwarded	Disagree with statement. Forwarded	Contents noted and forwarded	See attached comments	Signature of Supervisor	Date reviewed
Sergeant or 1st line supv.							
Lieutenant or 2nd line supv.							
Captain or 3rd line supv.							
Division Commander							
Assistant Chief							
Chief of Police							

SECTION II. GRIEVANCE TO GO TO EMPLOYEE RELATIONS PANEL (DIRECTLY OR AS AN APPEAL)

A grievance reported under this section is to be addressed directly to the Employee Relations Panel without going through the chain of command. Details should be explained on a department memo form if not already attached. Address the memo to the Employee Relations Panel. Indicate the nature of the grievance. Give a brief explanation of the cause or a brief history if applicable. Give the number, rank, and position of affected employees. State your suggested solution if you have one in mind. Be specific in both the statement of the problem and the suggested solution. If the solution involves additional expenditures, either for equipment or manpower, indicate the amount of the increase.

I request review by the Employee Relations Panel, but not a hearing.

I request review by the Employee Relations Panel and a hearing. I understand that my supervisors may be called to testify at the hearing.

I do not understand that the Employee Relations Panel has the right to consolidate grievances and may not make recommendations to the chief of police or other officials of the department or bureau in every case. I also understand that a detailed explanation of the panel's decision may not be given to me.

Signed _____

Date _____

LIST OF COPIES: Initiating employee should retain pink copy for personal reference. Original and yellow copy should go to the Employee Relations Panel. Original should then go back to the initiator with the decision, with or without a detailed explanation. Yellow copy should go to the department or bureau.