

ORDINANCE No.

116607

Law Department

COUNCIL BILL No.

109595

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The City of Seattle - Legislative Department

AN ORDINANCE authorizing execution of a Memorandum of Understanding effective through December 31, 1992, and a collective bargaining agreement effective through December 31, 1995, between The City of Seattle and Seattle Police Officers' Guild; authorizing a one-time, lump-sum payment, and providing payment therefor.

Honorable President:

Your Committee on FINANCE ORDER NO. 109595
to which was referred the report of the FINANCE COMMISSION
report that the same be and they be and they be

PASS 2-0 (NO JN)

Full Council

Tom M...

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|-------------------|--|
| Classified | <i>WEEKS</i> |
| Bill No. | <i>109595</i> |
| Author | <i>FINANCE, Budget Dept. Personnel</i> |
| Referred to | <i>FINANCE</i> |
| Reported | <i>NO 11 89</i> |
| Final Reading | <i>NO 11 89</i> |
| Passed by Council | <i>NO 11 89</i> |
| Passed by Mayor | <i>NO 11 89</i> |
| Filed with Clerk | <i>NO 11 89</i> |
| Filed with City | <i>NO 11 89</i> |
| Filed with State | <i>NO 11 89</i> |
| Filed with County | <i>NO 11 89</i> |
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Law Department

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

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between The
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Honorable President:

Your Committee on FINANCE, BUDGET, MANAGEMENT & PERSONNEL

to which was referred the within Council Bill No. 109595
report that the committee considered the same and respectfully recommend that the same:

PASS 2-0 (TW, JW)

Full Council vote 9-0

Tom Thib

Committee Chair



ORDINANCE 116607

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AN ORDINANCE authorizing execution of a Memorandum of Understanding effective through December 31, 1992, and a collective bargaining agreement effective through December 31, 1995, between The City of Seattle and Seattle Police Officers' Guild; authorizing a one-time, lump-sum payment; and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and Seattle Police Officers' Guild, as the representative of certain City employees, expired on August 31, 1992; and

WHEREAS, said employees continued to work after August 31, 1992, on condition that the subject of their wages was and continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages and other conditions of employment between the City and Seattle Police Officers' Guild; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Personnel and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a Memorandum of Understanding with the Seattle Police Officers' Guild, to extend through December 31, 1992, the terms and conditions of the collective bargaining agreement expiring August 31, 1992. The Memorandum of Understanding is substantially in the form attached hereto and identified as "Memorandum of Understanding to the Agreement by and between The City of Seattle and Seattle Police Officers' Guild."

Section 2. Pursuant to the conditions set forth in the Memorandum of Understanding authorized in Section 1, eligible employees appointed to classifications covered by the Seattle Police Officers' Guild bargaining unit, provided they were actively employed by the City as of September 1, 1992, shall receive a one-time, lump-sum payment.

Section 3. As requested by the Personnel Director and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with Seattle Police Officers' Guild, effective through December 31, 1995. The agreement is substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and

Seattle Police Officers' Guild," with Appendix "C" thereto setting forth the rates of pay for the classes of positions listed therein effective January 1, 1993.

Section 4. Effective January 1, 1993, the monthly rates of compensation of the designated positions and assignments in the Police Department shall be as follows:

| | |
|-----------------|------------------------------------|
| Police Officer | \$2916 - 3124 - 3267 - 3393 - 3563 |
| Police Sergeant | \$3927 - 4096 |

Incremental salary attached to certain positions:

| | |
|---|-------|
| Police Officer - Detective | \$143 |
| Police Sergeant - Detective | \$143 |
| Police Officer - Detective - Bomb Squad | \$321 |
| Police Sergeant - Detective - Bomb Squad | \$321 |
| Police Officer - Detective - Homicide | \$214 |
| Police Sergeant - Detective - Homicide | \$214 |
| Police Officer - Diver | \$107 |
| Police Sergeant - Diver | \$107 |
| Police Officer - Motorcycle | \$107 |
| Police Sergeant - Motorcycle | \$107 |
| Police Officer - Radio Dispatcher | \$107 |
| Police Sergeant - Radio Dispatcher | \$107 |
| Police Officer - Chief Communications Dispatcher | \$178 |
| Police Sergeant - Chief Communications Dispatcher | \$178 |
| Police Officer - Canine | \$107 |
| Police Sergeant - Canine | \$107 |
| Police Officer - ERT | \$107 |
| Police Sergeant - ERT | \$107 |
| Police Officer - Patrol | \$ 53 |
| Police Sergeant - Patrol | \$ 53 |
| Police Officer - Hostage Negotiator | \$107 |
| Police Sergeant - Hostage Negotiator | \$107 |
| Police Officer - Academy Instructor | \$107 |

(To be used for all Ordinances except Emergency.)

| | |
|---|--------|
| Police Sergeant - Academy Instructor | \$ 107 |
| Police Officer - DWI - AM/PM Enforcement | \$ 53 |
| Police Sergeant - DWI - AM/PM Enforcement | \$ 53 |

Section 5. The Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in its budget to pay the compensation authorized herein. The Finance Director is authorized to draw and pay the warrants drawn for the compensation authorized herein.

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 7. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 22nd day of March, 1993
and signed by me in open session in authentication of its passage this 22nd day of March, 1993 Paul Benson
President of the City Council.

Approved by me this 25th day of March, 1993

Filed by me this 25th day of March, 1993 Maurice Bree Mayor.

(SEAL)

Published.....

By Margaret Carter
Deputy Clerk.

City of Seattle Personnel Department

Norman B. Rice, Mayor John Okamoto, Personnel Director



April 26, 1993

ord 116607

FILED
CITY OF SEATTLE
93 APR 28 PM 4:23
CITY CLERK

TO: Gail Keefe
Assistant City Clerk

FROM: Lizanne Lyons *CL*
Director of Labor Relations

SUBJECT: Memorandum of Understanding and Collective Bargaining
Agreement with Seattle Police Officers' Guild

Attached is the following:

A signed copy of the Memorandum of Understanding between The
City of Seattle and Seattle Police Officers' Guild

A signed copy of the collective bargaining agreement between
The City of Seattle and Seattle Police Officers' Guild

LL:bc
Attachments

CLERK.CBA

An equal employment opportunity affirmative action employer
12th Floor Dexter Horton Building Telephone Device for the Deaf and
710 Second Avenue the Hearing Impaired (TDD)
Seattle, WA 98104-1793 684-7888
Fax # 684-4157

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City of Seattle Personnel Department

Norman B. Rice, Mayor John Okamoto, Personnel Director



February 26, 1993

TO: Seattle City Council

VIA: Mayor Norman B. Rice

ATTENTION: Diana Gale
Budget Director

FROM: 
John Okamoto
Personnel Director

SUBJECT: Attached Proposed Ordinance Authorizing a Memorandum of Understanding and a Collective Bargaining Agreement with Seattle Police Officers' Guild

The attached proposed ordinance authorizes execution of a Memorandum of Understanding and a new collective bargaining agreement with the Seattle Police Officers' Guild. The settlement with this bargaining unit of approximately 1146 police officers and police sergeants covers the period September 1, 1992 through December 31, 1995.

THE MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding authorizes the extension of the prior collective agreement through December 31, 1992, and provides for the following:

Lump-Sum Payments

- A one-time, lump-sum payment of \$800 per eligible active employee.
- A one-time, lump-sum payment to a maximum of \$440 to employees who retire during the period September 1, 1992 through December 31, 1992.

Civilianization

- City can refer the issue of civilianization to interest arbitration immediately.

Physical Fitness

- Effective September 1, 1992, the 3% penalty for non-compliance with the existing minimum physical fitness standards will be eliminated. (Note: Given the

Americans with Disabilities Act, the testing will be voluntary with the incentive standards made more difficult.)

THE COLLECTIVE BARGAINING AGREEMENT

The more noteworthy changes in the collective bargaining agreement include the following:

Term

The new agreement is effective January 1, 1993 and will expire December 31, 1995.

Wages

- Effective January 1, 1993: 5% general wage increase
- Effective January 1, 1994: 100% of the increase in either the U.S. or Seattle - Tacoma CPI-W, whichever is greater, with a minimum of 2% and a maximum of 7%.
- Effective January 1, 1995: 100% of the increase in whichever index was chosen the year prior, with no minimum or maximum.

Medical and Dental

- The parties will convene a Conference Board during 1993 to discuss implementing a Preferred Provider Organization (PPO) under the King County Medical Plan for active employees.
- For calendar years 1993, 1994 and 1995, the City will continue to pay 100% of the monthly premium for coverage under the King County Medical (KCM) Comprehensive Plan and 80% of the monthly premiums for coverage under the Group Health Cooperative (GHC) and the Pacific Health (PH) plans.
- Effective April 1, 1993, the following KCM plan modifications already in effect for fire fighters will be implemented: establishment of age limit for dependents and elimination of duplicative disability/maternity health care extensions when an employee quits.
- Effective July 1, 1993, future retirees under the age of 65 will be able to participate in the medical plans offered to active employees, except that the KCM plan will have a Preferred Provider Option (PPO). The costs of the

monthly premiums will be paid by the retirees.

- For calendar years 1993, 1994 and 1995, the City will continue to pay 100% of the dental care premium at the current benefit level.

Nonpatrol Longevity

- Effective January 1, 1994, an additional 2% for 25 years' of service, for a total of 10%; and an additional 2% for 30 years' of service, for a total of 12%.

Complaint Advisory and Internal Investigations Procedures

- The City reserves the right to reopen on the topic of complaint advisory procedures with the right to mediate/arbitrate same.
- The City has the right to implement recommendations from the 1992 Police Auditor's Report, except civilian review, after meeting and conferring with the Guild. (Negotiations/mediation/arbitration is not required.)
- Administrative Review: Employees who have 3 or more complaints of misconduct within one year or 4 or more complaints of misconduct within two years or 2 or more lawsuits within three years shall be subject to administrative review.
- Complaints of misconduct can be investigated more than three years after the date of incident when civil litigation alleging intentional misconduct of an officer is pending.
- Chief can impose immediate discipline for employees convicted of criminal charges, without convening a Complaint Advisory Board hearing.
- The employee's work record will not be considered for disciplinary purposes unless a prior finding was made that the charges against the employee were sustained.
- IIS investigations must be completed in 90 days except in cases of criminal investigations or where the complexity of the case or unresponsiveness of an employee may cause a delay.

Arbitration of Discipline

- Suspensions, demotions or terminations can be appealed to an arbiter, rather than to the Public Safety Civil Service Commission; however, the Guild cannot pursue an appeal in both forums.
- Written reprimands shall not be grievable.

Work Schedules

- Either party can reopen negotiations on the issue of work shifts, with the right to mediate/arbitrate same.

Management Rights

- Chief reserves the right to supplement scheduled police staffing of special events with non-sworn volunteers when sworn powers are not required.
- With seven days' notice, employees' shift hours may be adjusted for training purposes to avoid the payment of overtime.
- Clarification that probationary employees do not have appeal rights.

Use of Counsel for False Arrest Cases

- The City shall continue current practice with respect to the use of in-house counsel for tort defense of police officers.

Long Term Disability Insurance (LTD)

- The City's contribution rate towards the police officer's LTD plan is frozen through the term of the contract with any subsequent increases picked up by employees.

Holidays

- When an employee is on disability leave and a holiday occurs, s/he will not be allowed to cash out the holiday or save it for future use.
- When an employee works on the 4th of July and that is also the employee's normal furlough day, double time shall be paid for the hours worked.

Leaves of Absences

- All requests for leave of absence will not be unreasonably denied, consistent with available staffing levels.

Callback from Vacation

- When an employee is called back to work during a vacation scheduled more than 30 days prior to the callback, the employee shall have the option of receiving straight-time pay for the day worked plus a vacation day or overtime pay for the hours worked. (Current practice in the Police Department.)

Ammunition

- Ammunition will be provided to officers authorized to carry semi-automatic pistols, consistent with Department policy.

Body Armor/Vests

- The Department will continue to provide "threat level 3-A" body armor or, at the employee's option, a voucher in the amount of the Department's cost for Department issue that will allow the employee to purchase alternative armor.

Rehires

- Currently, police officers rehired within two years receive previous service credit for the purpose of salary step placement and vacation accrual. They will now also be granted previous unused sick leave hours.

Productivity

- A labor-management committee will discuss potential productivity improvements in the Police Department during the term of the contract.

Physical Fitness

- In order to receive the current 1.5% incentive pay, employees will have to earn a total of nine (9) points in four core areas for which they'll be tested: body fat; abdominal curls; push-ups; and aerobic capacity. New standards are more difficult than previous ones.

Seattle City Council
February 26, 1993
Page 6

Cost for Period September 1, 1992 - December 31, 1993

The attached summary estimates the total cost of the settlement for the sixteen-month period September 1, 1992 through December 31, 1993 at \$4,171,300.

Should you have any questions regarding the provisions of the Memorandum of Understanding or the new collective bargaining agreement with the Seattle Police Officers' Guild, please call Lizanne Lyons (4-7874). Questions regarding the attached legislation may be addressed to David Bracilano (4-7860).

LL:db

Attachments

**Summary of Additional Cost of SPOG
Settlement, 9/1/92 - 12/31/93***

| Compensation Items | 9/1/92 - 12/31/92 | 1993 | Total Additional Cost Over 16 Mos. |
|---------------------------------------|--------------------------|--------------------|---|
| Wages and Lump Sum Payments | \$919,500 | \$2,844,871 | \$3,764,371 |
| Eliminate -3% Physical Fitness Pay | 19,000 | 12,500 | 31,500 |
| KCM Modifications | 0 | (14,476) | (14,476) |
| Double Time for Working 4th July | 0 | 16,294 | 16,294 |
| Amunition | 0 | 11,775 | 11,775 |
| Retiree Medical | 0 | 42,576 | 42,576 |
| Health Care | 0 | 319,260 | 319,260 |
| TOTALS | \$938,500 | \$3,232,800 | \$4,171,300 |

*Includes all salary roll-up costs.

**MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT**

by and between

**THE CITY OF SEATTLE
and
SEATTLE POLICE OFFICERS' GUILD**

September 1, 1992, through December 31, 1992

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the Seattle Police Officers' Guild, hereinafter referred to as the Guild.

It is understood and agreed by and between the City and the Guild that:

1. All the terms and conditions of the collective bargaining agreement by and between the City and the Guild expiring August 31, 1992, shall be extended for the period from September 1, 1992, through December 31, 1992;
2. The City shall have the right to refer the issue of civilianization to binding interest arbitration. The arbitration process, if requested, shall follow the procedures set forth in RCW 41.56 for interest arbitration; and
3. Eligible employees shall receive a one-time-only, lump-sum payment of Eight Hundred Dollars (\$800.00). "Eligible employees" shall be defined as employees appointed to the classifications set forth in Appendix "A" of the aforementioned collective bargaining agreement, provided they were actively employed by the City as of September 1, 1992. Said lump-sum payment shall not be included in or become a part of the base wage rates set forth in Appendix "A" of the afore-mentioned collective bargaining agreement and/or successor agreements.
4. Guild members who retire during the period September 1992 through December 1992 will receive the following lump sum amounts:

- \$440 if retired during September 1992
- \$330 if retired during October 1992
- \$220 if retired during November 1992
- \$110 if retired during December 1992

Said lump sum payments do not derive from an increase in base wages for active employees.

5. The three percent (3%) penalty for non-compliance with the existing minimum physical fitness standards shall be eliminated effective September 1, 1992.

Signed this 29th day of March 1993.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed Under Authority of
Ordinance No. 116607

By

Ed Striedinger

ED STRIEDINGER
President

By

Norman B. Rice

NORMAN B. RICE
Mayor

By

Lizanne Lyons

LIZANNE LYONS
Director of Labor Relations

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 1995

AGREEMENT

By and Between

THE 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.

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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.

Section 4. Guild Presidency. At the Guild's option, the City will assign the Police Officer or Sergeant who is elected Guild President to work in the Guild office on a full-time basis. This is with the clear understanding that the City will submit regular monthly bills to the Guild, and the Guild will reimburse the City in full for the salary and cost of all City-paid benefits received by the Guild President. The City will not pay for or contribute to any compensation items or benefits, including pension benefits, for the President if such contribution is deemed to be illegal because the President is not an employee on active police duty.

Section 5. 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, earthquakes, or other event exists and such release from regular assignments would create a manpower shortage.

- a. The Employer shall afford Guild representatives a reasonable amount of time while on duty status to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and 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. The Employer 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.
- c. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the

requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed 10 consecutive days per meeting, and the sum total of all such absences shall not exceed 120 workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence; and such reimbursement shall be due quarterly.

- d. Time off for contract negotiations shall be handled in accordance with Article XVII, Section 2, of this Agreement.

Section 6. 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 7. 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.

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 or non-religious charity. 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.
- d. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

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 State Law, 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. 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 4. 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 COMPLAINT HEARING AND
INTERNAL INVESTIGATION 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 outlined in this article; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately. Disciplinary action shall be for just cause.

Section 2. There shall be established a "grievance" 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. Written reprimands shall not be grievable. If the Employer introduces into evidence a written reprimand to establish the employee's prior work record, any written response given by the employee at the time the reprimand was issued shall be admissible in the same proceeding.

Section 4. 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. However, if an employee has been charged with the commission of a felony, the employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. 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, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

Section 5. Any employee who has received three (3) or more complaints of misconduct within a one-year period or four (4) or more complaints of misconduct within a two-year period or two (2) or more lawsuits within a three-year period shall be subject to an administrative review. The review shall include all investigated complaints, all contact log inquiries, and all lawsuits filed against the City or the employee where the employee's job-related conduct is questioned. Following the review, a written report shall be prepared, including recommendations, which shall be forwarded to the Chief of Police. The recommendations may include training, additional evaluation, counseling, and other non-disciplinary measures intended to improve the performance of the employee.

Section 6. Complaint Hearing Procedures

- a. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been recommended as sustained, and the penalty for that infraction may result in suspension, demotion or dismissal, the Bureau Commander of the accused employee shall immediately notify him of such fact, together with his disciplinary recommendation and his right to a complaint hearing, provided such right is exercised within five business days. In cases where an employee has been convicted of criminal charges relating to the same conduct that is the subject of the disciplinary recommendation, the employee shall not have a right to a complaint hearing. In all other cases, the Chief of Police shall notify the employee of his right to a complaint hearing in the event the Chief of Police recommends a sustained finding and proposes a penalty of suspension, demotion or dismissal; provided that if deemed appropriate by the Chief of Police discipline or discharge may be implemented immediately.
- b. The employee has five business days from the time of notification in which to waive or exercise his right to a complaint hearing. The employee shall notify his commanding officer within five business days, otherwise he will be deemed to have waived his right to a complaint hearing. At this time the waiver may not be rescinded; provided, however, that in those cases where the employee has waived his right to a complaint hearing, following notification by his Bureau Commander of his disciplinary recommendation, the employee shall have five business days to request such a hearing, following notification of the disciplinary decision, made by the Chief of Police if the penalty proposed by the Chief of Police exceeds that recommended by the Bureau Commander. If the employee exercises his right to a complaint 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 employee has waived his rights. In addition to the circumstances under which a Complaint Advisory Board is convened under paragraph (b) above, the Chief of Police may convene a Complaint Advisory Board in any case where such a review is desired before finalizing a disciplinary decision and whether or not the employee has been convicted of a crime.
- d. The Complaint Advisory Board shall be comprised of four (4) voting members; a Chairperson, of the rank of major or over, two employees of the rank of Lieutenant or higher, and one sworn employee from the bargaining unit appointed by the Guild. The Department shall use its best efforts to distribute its appointments to the Complaint Advisory Board among command personnel. In cases of complaints from outside the Department, a fifth non-voting member of the Board shall be a citizen participant appointed by the Mayor. The citizen participant (1) shall certify to the Mayor in writing whether the citizen complaint received a full, fair and impartial hearing, and (2) may request the Chief of Police, in writing, to review the decision of the Board. The employee shall have the right to challenge any member of the Board for cause and will be allowed to exercise one

preemptory challenge of members of the Board. The Chairperson shall have the right to challenge the employee appointed by the Guild for cause. When the Board is evenly split on what its recommendation will be (i.e., there's a tie vote), both points of view will be conveyed in writing to the Chief.

- e. The hearing shall be conducted at a mutually agreeable site. The employee will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The employee may be granted a continuance by the Chairperson for the purpose of presenting a full and complete defense. If facts are presented during the hearing that would support additional or alternative charges of misconduct that were not made prior to the convening of the Board, the Board may not render a decision on those charges until the employee has been advised of them and provided an opportunity to respond. The employee may request that the hearing be continued in order to have an adequate opportunity to prepare a response to such additional or alternative charges. The Chairperson may also continue the hearing if further investigation by the Internal Investigations Section of the facts supporting such charges is warranted.
- f. The employee 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 Advisors.
- g. The employee may record the proceedings at his own expense. Such recording may be through audio tape or stenographic means.
- h. The Guild shall be notified whenever a complaint hearing is scheduled. The Guild may assign any elected officer of the Guild to sit in as an observer.
- i. Complaint Advisory Boards are not judicial tribunals, and any evidence pertinent to the issue may be presented. The Chairperson 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 employee can be used against him in a criminal prosecution. The Legal Advisor may be present as an advisor on procedural matters. The Complaint Advisory Board will consider the investigation reports, statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The Chairperson, at his/her discretion, may order the employee or any other member of the Department to appear. The Complaint Advisory Board may only consider evidence which was introduced during the hearing. Members of the Complaint Advisory Board may be provided a copy of the investigatory file in advance of the hearing.
- j. When an accused officer is to be interviewed or is required to make a statement relative to a complaint against him/her, that officer will be apprised of:
 - (1) the general or specific law(s), rule(s), regulation(s) or procedure(s) he/she is alleged to have violated; and

- (2) the general nature of the act(s) which constitutes the basis for the complaint.

Nothing in this provision shall function to limit the scope of the investigation and the accused officer is obligated to participate in and respond to questions asked during the interview or for purposes of the required statement.

Additional acts, allegations or circumstances may be made the subject of a separate interview or statement.

- k. The Board will not consider the employee's work record unless it has made a prior finding that the charges against the employee are sustained. Upon conclusion of the presentation of evidence by both sides, the Board will reach a decision by secret ballot. The employee will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.
- l. On the basis of its findings, the Board will recommend one of the following actions to the Chief of Police:
 - (1) Further investigation with specific recommendations;
 - (2) Finding a charge unfounded;
 - (3) Finding a charge not sustained;
 - (4) Finding a charge sustained and listing their recommendations; and
 - (5) Exonerating the officer.
- m. If a sustained finding is to be recommended, the Board will then consider previous disciplinary actions taken against the employee in determining appropriate action in the present case. The Board shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend.
- n. Except for the subject employee, an employee ordered by the Chairperson to attend a Complaint Advisory Board hearing (provided for in this Section) as a witness during his/her off-duty time shall be compensated in accordance with Article V, Section 4 (Overtime Pay for Court Appearances), of this Agreement. In the event all the charges in the complaint are exonerated or unfounded by the Chief of Police, the subject employee will also be entitled to the overtime provision in Article V, Section 4, as approved by the Chairperson.

Section 7. Internal Investigations Procedures

- a. Except in criminal cases or where notification would jeopardize the investigation, the Internal Investigations Section shall furnish the employee with a copy of the complaint within seven (7) calendar days of the receipt of the complaint. Except in cases of criminal investigations, or where the complexity of the investigation requires that the investigation take more time, or where an employee fails to cooperate or fully respond in a timely manner, the Internal Investigations Section will complete its investigation so that the review of the file may begin within ninety (90) days from the date of notification to the officer of the initiation of the investigation. To respond in a timely manner an employee who is a witness or an accused must submit a full and complete written statement in response to a request within ten (10) days after the receipt of the request. The failure of an employee to respond in a timely manner will result in an extension of the 90-day limit by the additional amount of time the employee took to respond. Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to the Internal Investigations Section. After ninety (90) days from the date of notification, they will be advised of the reasons for any delay in the completion of the investigation.
- b. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency, that employee will be afforded his/her rights under the Police Officers' Bill of Rights by that City agency.
- c. Civil Lawsuits. Except in cases of criminal allegations or where the employee conceals acts of misconduct or for a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer, no disciplinary action will result from a complaint of misconduct where the complaint is made to the Internal Investigations Section more than three years after the date of the incident which gave rise to the complaint.
- d. The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint before determining whether to proceed with a full investigation of the complaint.
- e. No individual other than the employee or members of the Internal Investigations Section may review an officer's file without the permission of the officer's Assistant Chief, the Legal Advisors or the Chief of Police, except pursuant to a court order or by operation of law.
- f. The Internal Investigations Section shall maintain a record showing which files have been removed from the IIS office, the date of removal, and where the files have been transferred to.
- g. An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully

stating the reasons such access is desired. The Internal Investigations Section shall consider the circumstances and not unreasonably deny such access.

- h. It is agreed by the Employer and the Guild that it is in the public interest and to their mutual benefit to maintain the confidentiality of internal disciplinary proceedings and Internal Investigations Section files to the extent that the circumstances may reasonably allow.

Section 8. The City agrees to meet and confer with the Guild before implementing the recommendations of the Internal Investigations Auditor's 1992 report, except those recommendations pertaining to civilian review. If the City desires to implement civilian review, it must either obtain agreement from the Guild on this issue or submit the matter to binding arbitration.

ARTICLE IV - EMPLOYMENT PRACTICES

Section 1. Working Out of Classification. Any employee who is assigned by written directive to perform all of the duties of a higher paying classification and/or assignment 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 worked at the higher classification and/or assignment.

When the civilianization of nine police officer dispatchers has been completed, civilian dispatchers will be allowed to work out of classification in the Guild bargaining unit position of Chief Dispatcher in the Seattle Police Communications Center, as necessary.

Section 2. Personnel Files.

- a. 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.
- b. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.
- c. After three years from the date of a written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief for the removal of the reprimand from his/her personnel file. The Chief shall consider the circumstances and the employee's request for such removal and advise the employee of his decision.
- d. Internal investigation files shall not be retained longer than the current year plus three years from the date the investigation was initiated, except for cases that remain pending, are on appeal, are subject to a court order requiring their preservation, or where pending civil, criminal, disciplinary or administrative proceedings make it appropriate to retain the file for a longer period of time.

Section 3. 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 and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police Department shall grant sick leave credits in accordance with the rehired Officers' past service time.

Section 4. 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 unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

Section 5. Privacy. It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Division or Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above.

Section 6. Physical Fitness.

- a. In order to receive incentive pay of 1.5%, an employee must accumulate nine (9) points, and must achieve at least one point in each of the four core areas. *
- b. Blood Pressure. In order to take the examination and qualify for incentive pay, the employee must have a blood pressure no higher than 160/100.
- c. Core Area 1 - Body Fat Standards:

Percentage body fat will be calculated from skinfold caliper measurements. At the employee's request, the accuracy of the body fat percentage will be validated using dual-energy x-ray absorptiometry (DXA) testing.

| <u>3 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|-----------------|------------|------------|--------------|
| | 20's | 13% | 19% |
| | 30's | 14% | 20% |
| | 40's | 16% | 21% |
| | 50's | 17% | 22% |
| <u>2 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
| | 20's | 17% | 24% |
| | 30's | 18% | 25% |
| | 40's | 20% | 26% |
| | 50's | 21% | 27% |

| <u>1 Point</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|----------------|------------|------------|--------------|
| | 20's | 20% | 28% |
| | 30's | 21% | 29% |
| | 40's | 23% | 30% |
| | 50's | 24% | 31% |

d. Core Area 2 - Abdominal Curl Standards (1 minute time limit):

The employee lies flat on his/her back with knees bent (about 90 degrees). Shoulders must touch the floor. Hands must be touching the head and remain in contact with the head throughout each repetition. Feet are secured.

To do an abdominal curl, the employee must lift his/her head and shoulders off the floor so that the entire head breaks the horizontal plane created by the tops of the knees.

The employee may pause and rest and start again, but the clock does not stop. The shoulders should return to the floor each time, but the head can remain lifted.

The employee attempts to do as many repetitions as possible in one minute.

| <u>3 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|-----------------|------------|------------|--------------|
| | 20's | 50 | 45 |
| | 30's | 45 | 40 |
| | 40's | 40 | 36 |
| | 50's | 35 | 30 |

| <u>2 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|-----------------|------------|------------|--------------|
| | 20's | 45 | 35 |
| | 30's | 38 | 30 |
| | 40's | 30 | 26 |
| | 50's | 26 | 21 |

| <u>1 Point</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|----------------|------------|------------|--------------|
| | 20's | 37 | 32 |
| | 30's | 30 | 27 |
| | 40's | 28 | 23 |
| | 50's | 24 | 18 |

e. Core Area 3 - Push-Ups Standards:

The employee begins in the "up" position with hands slightly wider than shoulder width apart or in a comfortable position, and the feet together or up to 12 inches apart. When viewed from the side, the body should form a generally straight line from the shoulders to the ankles. To perform a push-up the employee will lower his/her body until the upper arms are parallel to the ground. The employee will then return to the starting position by raising the entire body until the arms are fully extended. If the employee fails to keep their body generally straight, to lower the entire body until the upper arms are parallel to the ground, or to extend the arms completely, that repetition will not count; the tester will repeat the number of the last correct repetition. The "up" position is the only acceptable rest position. During a rest interval, the employee may flex the back or sag in the middle, but must return to the correct starting position before continuing. A rest interval may last a maximum of 3 seconds.

If the employee fails to perform the first few push-ups correctly, the tester will tell the employee to go to his/her knees and will explain what the mistakes are. The employee will be given a maximum of 5 minutes rest prior to retesting. The employee may reposition his/her hands or feet during the test if necessary.

| <u>3 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|-----------------|------------|------------|--------------|
| | 20s | 45 | 21 |
| | 30s | 39 | 17 |
| | 40s | 29 | 12 |
| | 50s | 23 | 10 |
| <u>2 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
| | 20s | 40 | 16 |
| | 30s | 33 | 14 |
| | 40s | 26 | 12 |
| | 50s | 16 | 9 |
| <u>1 Point</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
| | 20s | 30 | 11 |
| | 30s | 23 | 9 |
| | 40s | 18 | 7 |
| | 50s | 13 | 7 |

f. Core Area 4 - Aerobic Capacity Standards:

Aerobic capacity will be measured using one of the following tests according to the employee's preference:

- 1) Submaximal test using a bike ergometer.
- 2) 1.5 mile timed run test to be simulated on a treadmill or Stairmaster PT 4000.

The submaximal test will take approximately 15 minutes, beginning with an easy workload and progressing in 2-3 minute stages to a submaximal endpoint no higher than 85% of the predicted maximum heart rate. The submaximal test is based on two premises: There is a linear relationship between heart rate and oxygen consumption. A fit individual will exhibit a lower heart rate at a given submaximal workload than an untrained person. Aerobic capacity is calculated from the employee's heart rate response to the test and workload achieved.

SUBMAXIMAL TEST

| <u>3 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
|-----------------|------------|------------|--------------|
| | 20's | 52 | 44 |
| | 30's | 48 | 42 |
| | 40's | 44 | 41 |
| | 50's | 40 | 37 |
| <u>2 Points</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
| | 20's | 47 | 39 |
| | 30's | 43 | 37 |
| | 40's | 39 | 36 |
| | 50's | 35 | 34 |
| <u>1 Point</u> | <u>AGE</u> | <u>MEN</u> | <u>WOMEN</u> |
| | 20's | 44 | 35 |
| | 30's | 40 | 34 |
| | 40's | 36 | 32 |
| | 50's | 32 | 29 |

A standard of error of 10% shall be applied to the above figures.

In the alternative, an employee can achieve points in Core Area 4 by demonstrating aerobic capacity through reaching the following equivalents to running 1.5 miles by using

a flat treadmill test or Stairmaster test (including a non-timed warmup and cool-down period). The exercise must be performed without the heart rate exceeding 90% of predicted maximum heart rate.

FLAT TREADMILL TEST

| MEN | | | | |
|-----------------|-----|-------|-----|----------|
| 3 POINTS 65% | AGE | TIME | MPH | MIN/MILE |
| | 20 | 12:07 | 7.4 | 8.0 |
| | 30 | 12:34 | 7.2 | 8.2 |
| | 40 | 13:36 | 6.6 | 8.9 |
| | 50 | 15:02 | 6 | 10 |
| 2 POINTS 55% | 20 | 12:34 | 7.2 | 8.2 |
| | 30 | 13:22 | 6.7 | 8.7 |
| | 40 | 14:11 | 6.3 | 9.4 |
| | 50 | 15:46 | 5.7 | 10.3 |
| 1 POINT 45% | 20 | 13:04 | 6.8 | 8.7 |
| | 30 | 14:11 | 6.4 | 9.4 |
| | 40 | 15:08 | 6 | 10 |
| | 50 | 16:52 | 5.4 | 11 |

| WOMEN | | | | |
|-----------------|-----|-------|-----|----------|
| 3 POINTS 65% | AGE | TIME | MPH | MIN/MILE |
| | 20 | 15:08 | 6 | 10 |
| | 30 | 16:10 | 5.6 | 10.7 |
| | 40 | 17:33 | 5.2 | 11.6 |
| | 50 | 19:51 | 4.6 | 13 |

| | | | | |
|-------------------------|----|-------|-----|------|
| 2 POINTS 55% | 20 | 15:46 | 5.8 | 10.3 |
| | 30 | 16:59 | 5.4 | 11.1 |
| | 40 | 18:29 | 4.9 | 12.2 |
| | 50 | 20:47 | 4.4 | 13.7 |
| 1 POINT 45% | 20 | 16:39 | 5.6 | 10.9 |
| | 30 | 17:56 | 5.2 | 11.7 |
| | 40 | 19:13 | 4.7 | 12.8 |
| | 50 | 21:28 | 4.3 | 14.1 |

The Stairmaster PT 4000 test will be conducted in the same manner as the treadmill test, using the following Stairmaster levels and times. To complete the test successfully an employee must keep up with the speed of the equipment while using correct form:

1. Employee cannot lean or support his/her weight on the handrails. The backs of the hands can be placed against the inside of the handrail or the fingertips placed lightly on the side handrails for balance.
2. Pedals should not touch the floor or the upper stop level.
3. Short, quick "baby steps" are not allowed.

STAIRMASTER PT 4000

| MEN | | | | |
|-----------------|------------|-------------|-------------|-------------|
| 3 POINTS | AGE | TIME | RATE | METS |
| | 20 | 12:07 | 13 | 16 |
| | 30 | 12:34 | 12 | 15 |
| | 40 | 13:36 | 11 | 14 |
| | 50 | 15:02 | 10 | 13 |

| | | | | |
|-----------------|----|-------|----|----|
| 2 POINTS | 20 | 12:34 | 12 | 15 |
| | 30 | 13:22 | 11 | 14 |
| | 40 | 14:11 | 10 | 13 |
| | 50 | 15:46 | 9 | 12 |
| 1 POINT | 20 | 13:04 | 11 | 14 |
| | 30 | 14:11 | 10 | 13 |
| | 40 | 15:08 | 9 | 12 |
| | 50 | 16:52 | 8 | 11 |

| WOMEN | | | | |
|-----------------|------------|-------------|-------------|-------------|
| 3 POINTS | AGE | TIME | RATE | METS |
| | 20 | 15:08 | 11 | 14 |
| | 30 | 16:10 | 10 | 13 |
| | 40 | 17:33 | 9 | 12 |
| | 50 | 19:51 | 8 | 11 |
| 2 POINTS | 20 | 15:46 | 10 | 13 |
| | 30 | 16:59 | 9 | 12 |
| | 40 | 18:29 | 8 | 11 |
| | 50 | 20:47 | 7 | 10 |
| 1 POINT | 20 | 16:39 | 9 | 12 |
| | 30 | 17:56 | 8 | 11 |
| | 40 | 19:13 | 7 | 10 |
| | 50 | 21:28 | 6 | 9 |

- g. If an employee fails to achieve 9 points, the employee may attempt to re-qualify for the incentive plan within a 120 day period following the initial qualification attempt provided the employee pays the administrative costs associated with re-qualification and does such testing on his/her own time.
- h. Flexibility. To be mandatory non-graded part of test. The flexibility evaluation will include a modified sit-and-reach (trunk flexion) test, back extension test, hamstring, quadriceps and calf range of motion (ROM) tests.

Section 8. Seattle Center Employee Parking. Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

Section 9. Smoking Policy.

- a. All provisions of Ordinance #113836, as amended, pertaining to the Citywide smoking policy will be enforced as written.

*Note: The three percent (3%) penalty provision of the physical fitness plan in effect for the collective bargaining agreement effective through August 31, 1992 will be eliminated as of September 1, 1992.

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. For purposes of an eight (8) hour day in the Patrol Division, employees shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift, to check out and finish shift completion tasks. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in the Patrol Division and the Communications Center 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 and the Communications Center 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 annual Seafair events, 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. In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign bargaining unit members working a five days on, two days off schedule to work overtime if more staffing is required; before, finally, assigning overtime to employees in the Patrol Division. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first.

(In the event Judicial Action, the Congress, or the U.S. Department of Labor renders a decision exempting municipal police from the Fair Labor Standards Act, Article V, Section 1, will revert to language and practices in effect on August 31, 1985).

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.

Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one hour for lunch), such schedule will be worked without additional compensation.

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 three (3) hours at the time and one-half ($1\frac{1}{2}$) rate. A shift extension is defined as reporting for duty within three (3) hours

preceding or within one (1) hour following an officer's regularly scheduled shift. 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. There will be no pyramiding of callback overtime pay within a three (3) hour period.

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 two and one-half ($2\frac{1}{2}$) 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 at the straight-time rate of pay and for the time spent in court at the time-and-one-half ($1\frac{1}{2}$) rate of pay on an hour-by-hour basis.
- b. If the session starts two and one-half ($2\frac{1}{2}$) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half ($1\frac{1}{2}$) rate of pay.
- c. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one regular work week and the beginning of the first shift of the next regularly scheduled work week.
- d. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half ($1\frac{1}{2}$) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second

example, an additional three hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

- e. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

Section 5. Compensatory Time. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensable time off. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next pay day. Notwithstanding Section 4(a) of this Article, all such compensatory 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 ten percent (10%) 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.

- a. Standby time at the 10% rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain at home in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond.
- b. Sergeants who were assigned to Homicide prior to September 1, 1984 will remain at the 50% standby rate and the 4% Specialty Pay rate for the remainder of their tenure in Homicide. Sergeants assigned to that unit on or after September 1, 1984 will come under the new 10% Standby rate and the new 6% Specialty Pay provision.
- c. The Employer and the Guild agree that the issuance of a bell boy communicator to an employee does not always constitute placing the employee on standby status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the communicator. It is agreed that the Homicide Unit will be on standby at the 10% rate for 8 hours per day unless a third shift is implemented and that the Bomb Squad will be on standby and will be issued a bell boy. Other units will be assigned standby as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.
- d. In the case of riot or other large scale disturbance or incident requiring mass police presence, employees placed on standby shall be compensated at the rate of 50% for each hour on standby.

Section 7. Callback from Vacation.

- a. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day or paid overtime for the time worked on the callback (subject to callback minimum payments, where applicable).

- b. Employees shall not be placed on standby on days off adjacent to a vacation period unless emergency conditions exist.

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 C 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.

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. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$550.00 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.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers after the signing of this contract will be eligible for a one-time reimbursement of up to \$500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

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.

- a. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.
- b. In certain specialized units (Traffic, SPU, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and CCIS), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.
- c. Except for the last sentence, the provisions of Section 3b above shall not apply to traffic control work at Kingdome events.

- d. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days advance notice.

Section 4. Transfers. An involuntary transfer is a permanent change in unit of assignment not requested by the employee. If the Employer elects to involuntarily transfer an employee, the Employer shall comply with the following procedures:

- a. Except where operational reasons exist to the contrary, the Employer shall provide the employee with at least one pay period's advance notice of the transfer. The notice shall list all current and anticipated openings for which the employee may apply. If the employee can make other arrangements, the employee shall not be limited to the openings listed by the Employer.
- b. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the transfer.

Section 5. No police officer shall be required to work without a firearm except as provided below:

- a. The employer may require a police officer to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
- b. Within that ten (10) day period the officer will receive a psychological evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the officer's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

Section 6. 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 7. 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 8. Sickness/Serious Injury in the family. In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time

must be approved by the Employer or his designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

Section 9. Employees covered by this agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992.

- a. The Employer and Guild agree that effective September 1, 1984 ownership or partial ownership in a private security business will be prohibited; provided, however, any employee engaged in such business prior to that date will not be subject to this prohibition.

Section 10. It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

Section 11. Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days notice prior to the effective date of the transfer.

Section 12. A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels.

ARTICLE VIII - HOLIDAYS

Section 1. Employees covered by this Agreement shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, at the discretion of the Chief of Police and Ordinance 97220 as amended, and all others in conflict herewith are hereby superseded. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday and ending at 2000 hours on the date of the holiday for those employees working a 6/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

- a. The Employer and the Guild agree that for Christmas and New Year's the holiday hours for Harbor and Communications shall commence at 1600 hours on the day preceding the actual holiday and end at 1600 hours on the day of the holiday; whereas for Homicide and Robbery, the Christmas and New Year's holiday hours shall commence at 1600 hours on the day preceding the day of observance for the holiday which is recognized by the City and end at 1600 hours on the day of observance.

Section 2. Individuals employed on or before October 1 of a calendar year shall be entitled to use of a personal holiday, as referenced in Ordinance 97220, during that calendar year.

Section 3. Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

Washington's Birthday
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday

Section 4. Whenever an employee has actually worked a holiday covered in Section 1 of this Article and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his straight time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the

onset of such illness or injury; provided further, the employee has made a conscientious effort to use his holiday time off.

Section 5. When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the timesheet. When a LEOFF I employee is on disability leave and a holiday occurs, he/she shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the Guild from contesting the legality of such practice.

Section 6. If an employee is required to work on July 4th and that day falls on his/her normally scheduled furlough day, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE IX - VACATIONS

Section 1. Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of employees who work a six (6)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

Section 2. "Regular pay status" is defined as regular straight-time hours of work plus any paid time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

Section 3. The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

| <u>COLUMN NO. 1</u> | | <u>COLUMN NO. 2</u> | | <u>COLUMN NO. 3</u> | |
|---------------------------|-----------------|---------------------------|---------------------|---------------------|----------------|
| <u>ACCURAL RATE</u> | <u>Vacation</u> | <u>EQUIVALENT ANNUAL</u> | | <u>MAXIMUM</u> | |
| <u>Hours on Regular</u> | <u>Earned</u> | <u>VACATION FOR</u> | | <u>VACATION</u> | |
| <u>Pay Status</u> | <u>Per Hour</u> | <u>FULL-TIME EMPLOYEE</u> | | <u>BALANCE</u> | |
| | | <u>Years of</u> | <u>Working Days</u> | <u>(Hours)</u> | <u>(HOURS)</u> |
| | | <u>Service</u> | <u>Per Year</u> | | |
| 0 through 08320 . . . | .0460 | 0 through 4 . . . | 12 | (96) | 192 |
| 08321 through 18720 . . . | .0577 | 5 through 9 . . . | 15 | (120) | 240 |
| 18721 through 29120 . . . | .0615 | 10 through 14 . . . | 16 | (128) | 256 |
| 29121 through 39520 . . . | .0692 | 15 through 19 . . . | 18 | (144) | 288 |
| 39521 through 41600 . . . | .0769 | 20 | 20 | (160) | 320 |
| 41601 through 43680 . . . | .0807 | 21 | 21 | (168) | 336 |
| 43681 through 45760 . . . | .0846 | 22 | 22 | (176) | 352 |
| 45761 through 47840 . . . | .0885 | 23 | 23 | (184) | 368 |
| 47841 through 49920 . . . | .0923 | 24 | 24 | (192) | 384 |
| 49921 through 52000 . . . | .0961 | 25 | 25 | (200) | 400 |
| 52001 through 54080 . . . | .1000 | 26 | 26 | (208) | 416 |
| 54081 through 56160 . . . | .1038 | 27 | 27 | (216) | 432 |
| 56161 through 58240 . . . | .1075 | 28 | 28 | (224) | 448 |
| 58241 through 60320 . . . | .1113 | 29 | 29 | (232) | 464 |
| 60321 and over | .1153 | 30 | 30 | (240) | 480 |

Section 4. An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on January 2, 1985 exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the

appropriate rate through December 31, 1985, after which date all vacation hours in excess of the maximum vacation balance allowed for in Section 3 and 4 shall be lost, and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1985 grace period proviso.

Section 5. Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

Section 6. If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the chain of command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

Section 7. "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

Section 8. 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.

Section 9. (a) An employee who retires or resigns or who is laid off after more than six (6) months service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

Section 9. (b) "Resign" for purposes of this Section shall be defined as the employee giving two (2) weeks prior written notice of such intent to resign.

Section 10. Upon the death of an employee in active service, pay shall 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.

Section 11. An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

Section 12. An employee who quits or is dismissed for cause shall be paid in a lump sum for any vacation earned in the preceding year and not taken prior to separation from the City service, but not for the current year. An employee shall be considered to have quit, as opposed to resigned, when he/she gives less than two (2) calendar weeks' written notice to the City of the date of his/her voluntary termination of City employment.

Section 13. Where a LEOFF II employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police or his/her designee. In all other instances, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing the long term disability insurance provided by this collective bargaining agreement, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.

Section 14. The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

Section 15. In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

Section 16. All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

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.

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.

Section 4. For the calendar years 1993, 1994 and 1995 during the term of this Agreement, the City shall pay one hundred percent (100%) of the King County Blue Shield Plan's monthly premium for the medical care programs cited in Sections 2 and 3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for each calendar year during the term of this agreement.

Section 5. For the calendar years 1993, 1994 and 1995 during the term of this agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's monthly premium and eighty percent (80%) of the Pacific Health Plan's monthly premium for the medical care programs cited in Sections 2 and 3, now funded by the City. Employees that subscribe to the Group Health Cooperative Plan or to the Pacific Health Plan shall pay the remaining twenty percent (20%) of the monthly premium cost for each calendar year during the term of this Agreement.

The City will provide a vision care benefit under the Group Health Cooperative Insurance Plan. The City shall pay eighty percent (80%) of the additional cost for providing this benefit for the calendar years 1993, 1994 and 1995. Employees who subscribe to the Group Health Cooperative Plan shall pay the remaining twenty percent (20%) of the additional cost for this benefit for the calendar years 1993, 1994 and 1995.

Section 6. The King County Blue Shield Plan shall consist of a comprehensive benefit plan structure as follows:

- a. Life time maximum benefit: \$1,000,000

- b. Benefits are paid at 80% of usual, reasonable and customary charges up to \$2,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year.

Inpatient alcoholism and psychiatric treatment are limited to \$2,000 per year; outpatient psychiatric treatment is paid at 50% to \$500 per year.

- c. Deductible: \$100 per covered person per calendar year. If three or more covered family members satisfy \$300 in eligible deductible expenses in a calendar year, no further deductible will be required from any family members during that calendar year. The deductible is payable by the employee before any benefits of the plan, as described above, are payable.
- d. The above medical plan will include vision care and chiropractic care.
- e. Effective March 1, 1993, an age limit for dependent children, up to the child's twenty-first (21st) birthday or until the child's twenty-third (23rd) birthday if attending school as a full-time student, will be established.

Section 7. Employees under the age of 65 who retire during the month of December 1992, or thereafter, shall be entitled to participate in the medical plans offered to active Guild members, effective July 1, 1993. However, the retiree King County Medical Plan shall have the Preferred Provider Option which was presented to the Guild in the negotiations for the current collective bargaining agreement. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active members. The City will provide this option to retirees with tiered-rate premiums.

There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65. Retirees must elect coverage within thirty (30) days of retirement and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot add any dependents after the initial enrollment period. If a retiree declines coverage during the 30-day initial enrollment period, he/she cannot enroll at a later date.

Any benefit changes to the plans for Guild members who are active employees will automatically apply to the Guild retiree plans.

Section 8. The City has the right to continue its comprehensive utilization review program under the King County Blue Shield Plan. The program may include the following elements:

- Pre-admission notification and review.
- Mandatory outpatient surgery.
- Second surgical opinion.

Continued stay review.
Catastrophic case management.
Discharge planning.

Section 9. Effective on or after September 1, 1987, the City has the right to implement certain benefit deductions on prescriptions and emergency room charges under the Group Health Cooperative Insurance Plan, consistent with the benefit deductions that were agreed to with other represented City employees as of that date.

Section 10. The health care programs cited in Section 2 and Section 3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

Section 11. During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 2, 3 and 9.

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.

Section 2. For the calendar years 1993, 1994 and 1995, the City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The maximum monthly dental premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar years 1993, 1994 and 1995.

Section 3. The Employer shall provide through its dental care plan orthodontic coverage for dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of \$1,000 in benefits for each eligible dependent. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

ARTICLE XIII - SICK LEAVE AND LONG TERM DISABILITY

Section 1. Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 11 below.

Section 2. Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended and as provided in Section 10 below. Upon retirement or death or service-connected disability, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's retirement.

Section 3. For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the City will make available a long term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

The LTD program shall be provided via an insurance policy with Standard Insurance Company under Policy 441446, as amended effective October 1, 1989. However, it is understood that Policy 441446 or any alternative insurance policy is not part of this Agreement but that this Agreement only obligates the City to provide the major long term disability benefits covered by the initial policy. Any disagreement over the terms of such an insurance policy shall not be subject to the grievance procedure contained herein, but such disagreement shall be subject to other remedies provided by law.

Section 4. The LTD program cited in Section 3 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Seattle Police Officers' Guild in its capacity as the representative of the affected employees.

Section 5. The City's contribution toward the cost of the LTD program shall remain at thirty-two and one-half cents (\$.325) per one hundred dollars (\$100) of insured earnings. The eligible employees' share of the cost shall be sixty-three and one-half cents (\$.635) per one hundred dollars (\$100) of insured earnings. Any subsequent increases to the LTD January 1990 premium rate of ninety-six cents (\$.96) per one hundred dollars (\$100) of insured earnings shall be paid by the eligible employees through the date payment is made to cover the premium due for the month of December 1995.

Section 6. During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long term disability benefits covered by Section 3 above and provide an alternative plan either through self insurance or another insurance carrier.

Section 7. During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 3 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit in effect on October 1, 1989, the City shall have the option of 1) continuing the LTD program through self insurance, 2) changing insurance carriers, 3) officially reopening negotiations with the Guild over whether or not to continue to provide LTD coverage and, if so, with what benefits or 4) continuing to provide LTD through the existing insurance carrier. If option number 3 is selected by the City, said negotiations shall commence no later than thirty (30) calendar days after the City has given the Guild written notice of its intent to renegotiate the LTD program cited in this Article.

Section 8. The LTD benefits covered by Section 3 above do not have to remain exactly the same as the benefits in effect on October 1, 1989, and the language or any changes thereto in the insurance policy providing for long term disability benefits need not be negotiated with the Guild; provided, however, the substance of the major long term disability benefits in effect as of October 1, 1989, shall remain substantially the same unless changed pursuant to Section 8, option 3, of this Article or future labor negotiations.

Section 9. The LTD program as covered by Sections 3 through 9 of this Article and the City's obligation thereunder shall become null and void if 1) the state or federal government offers non-occupational disability coverage to affected employees or mandates that the City make available coverage for non-occupational disabilities or 2) the City and any police officers covered by the long term disability provisions under this Article are required to participate in the federal Social Security program.

Section 10. Sick Leave Incentive. Effective September 1, 1986, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:

- a. Employees who use no sick leave in a payroll year, shall have sixteen (16) hours of additional sick leave credited to their account for the next year;
- b. Employees who use two (2) days or less of sick leave in a payroll year, shall have twelve (12) hours of additional sick leave credited to their account for the next year;
- c. Employees who use four (4) days or less of sick leave in a payroll year, shall have eight (8) hours of additional sick leave credited to their account for the next year.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

- d. Incentive sick leave may be used only after all regular sick leave has been used.
- e. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 2 above.

- f. If an employee is absent from work due to an on duty injury or illness or a leave of absence, for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.
- g. To be eligible for Incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this agreement prior to January 1st of said payroll year.
- h. Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

ARTICLE XIV - FALSE ARREST INSURANCE

Section 1. The City shall provide false arrest insurance either through self- insurance or an insurance policy which conforms to the policy attached hereto as Appendix E and incorporated into the Agreement by this reference. It is the intent of the parties to provide no less benefits for false arrest insurance than currently enjoyed by members of the bargaining unit. Administration of the plan will be in accordance with prior practice or as mutually agreed upon in writing.

Section 2. The Exclusions section of Policy No. PL-8703 shall be amended as follows:

6. d. paragraph 3.

It is further understood and agreed that coverage is specifically included to cover active police officers on "off duty" activities while in the performance of a legitimate law enforcement function as reflected by the inclusion of the Seattle Police Officers Guild and any member in good standing as a Name Insured.

Section 3. The City shall continue the current practice with respect to the use of in-house counsel for the tort defense of police officers.

ARTICLE XV - 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, hire, assign, transfer or promote members to positions within the department;
- b. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge to take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;
- c. To determine methods, means, and personnel necessary for departmental operations;
- d. To control the departmental budget;
- e. To determine reasonable rules relating to acceptable employee conduct.
- f. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and

- g. To manage and operate its Departments except as may be limited by provisions of this Agreement.

Section 5. The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extra-ordinary police enforcement activity.

ARTICLE XVI - 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, slowdown, 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 XVII - 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 (½) of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

ARTICLE XVIII - 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 and State Law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law and State Law 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 XIX - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendum 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 XX - 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 XXI - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 1995. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 1995 (as stipulated in R.C.W. 41.56.440).

Section 2. Any contract changes desired by either party must be included in the opening letter described in Section 1 above and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.

Section 3. Both parties reserve the right to reopen negotiations during the term of the agreement in order to collectively bargain over the topic of work shifts and any other portions of this Agreement which are affected if the length or schedule of the work shift is changed. If either party reopens negotiations, negotiations shall be pursuant to the negotiations-mediation-interest arbitration procedures set forth in RCW 41.56.

Section 4. The City reserves the right to reopen negotiations during the term of the agreement in order to collectively bargain over the topic of complaint advisory procedures. If the City reopens negotiations, the Guild shall have the right to also reopen negotiations over the topic of complaint advisory procedures, and negotiations shall be pursuant to the negotiations-mediation-interest arbitration procedures set forth in RCW 41.56.

Section 5. If, during the term of the collective bargaining agreement, the City chooses to develop mandatory, job-content-validated, physical fitness minimum standards, the City will collectively bargain any mandatorily negotiable aspects of the decision and impacts of the decision with the Guild. Disputes in the bargaining process shall be resolved pursuant to the interest arbitration procedures in RCW 41.56.

Signed this _____ day of _____ 19____.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Escorted under the Authority
of Ordinance _____

Mayor

APPENDIX A - GRIEVANCE PROCEDURE

Section 1. Any dispute between the Employer and the Guild concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) matters under Article IV, Section 4, Non-discrimination, and (2) Public Safety Civil Service Commission Rules or Regulation specified in this Agreement, if there be such, shall not be subject to this Article.

An employee covered by this Agreement must, upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. The Guild will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

Section 2. A grievance as defined in Section 1 of this Article shall be processed in accordance with the following procedure:

- Step 1.** Any alleged grievance shall be taken up by the aggrieved employee with his/her immediate supervisor within fifteen (15) calendar days of the day the employee knew or should have known of the alleged contract violation.
- Step 2.** If the grievance is not resolved within thirty (30) calendar days of filing, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. If the Guild supports the grievance, it shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail and the remedy sought. The Guild shall submit the written grievance to the aggrieved employee's Captain and/or Major within forty-five (45) calendar days of filing with a copy to the aggrieved employee's Bureau Chief and the City Director of Labor Relations.
- Step 3.** If the grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police and the Bureau Chief of the aggrieved employee within sixty (60) calendar days of filing. The Director of Labor Relations or his designee shall either investigate the grievance or convene a Grievance Board as described below. The Director of Labor Relations

shall thereafter make a recommendation to the Chief of Police within twenty (20) calendar days of receipt of the written grievance or the adjournment of the Grievance Board. The Chief of Police shall, within ten (10) working days thereafter, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations. If a Grievance Board is convened by the Director of Labor Relations, it shall consist of:

Presiding Chairperson - City Director of Labor Relations or his/her designee

Member - Chief of Police or his/her designee from within the Police Department

Member - President of the Seattle Police Officers' Guild or his/her designee within the Guild

Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and be accompanied by the following information:

- 1) Identification of the Section(s) of the Agreement allegedly violated.
- 2) Details or nature of the alleged violation.
- 3) Position of the party who is referring the grievance to arbitration.
- 4) Question(s) which the arbitrator is being asked to decide.
- 5) Remedy sought.

The Parties agree to abide by the award made in connection with any arbitrable difference.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- (a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express

terms of this Agreement, and all other matters shall be excluded from arbitration.

- (b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- (c) The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- (d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- (e) Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- (f) If the grievance is submitted to the American Arbitration Association, the arbitrator shall be selected from a list of five names, obtained from the Association. If the Employee and the Guild cannot agree on one arbitrator from said list, then each party will strike one name alternately, until only one name remains. The party to strike the first name will be determined by a coin toss.

Section 3. The time limits for processing a grievance stipulated in Section 2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Appendix B Section 2.

Section 4. Failure by an employee or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Guild to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 5. Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.

Section 6. If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Guild's reason(s) for non-acceptance must be presented in writing when and if the grievance is reinitiated at the next step of the grievance procedure.

Section 7. A grievance decision at any step of the procedure in Section 2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 4. A decision at

Step 1, 2 or 3 shall be subject to review and/or reversal by the Employer at any time; provided, however, a decision at Step 3 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 3 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

Section 8. Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

Section 9. As an alternative to answering the Step 3 grievance or conducting an investigation or hearing at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

APPENDIX B - 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 Police. The Chief of Police, 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. The City Director of Labor Relations or his designee 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 sessions which involve 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.

During calendar year 1993, a Conference Board shall be convened to discuss the following:

- a. Potential productivity improvements within the Seattle Police Department.
- b. A Preferred Provider Organization (PPO) under the King County Medical Plan and the distribution of any savings associated with such a change.

APPENDIX C - SALARIES

Section 1. Salaries shall be in accordance with the following schedule:

Effective January 1, 1993:

| <u>Classification</u> | <u>Start</u> | <u>6 mos.</u> | <u>18 mos.</u> | <u>30 mos.</u> | <u>42 mos.</u> |
|-----------------------|--------------|---------------|----------------|----------------|----------------|
| Police Officer | \$2916 | \$3124 | \$3267 | \$3393 | \$3563 |
| Police Sergeant | \$3927 | \$4096 | | | |

Effective January 1, 1994:

An across-the-board salary increase will be given to Police Officers and Sergeants equal to one hundred percent (100%) of the increase in one of the following Consumer Price Indices, whichever is greater:

U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S.CPI-W) All Items, Revised Series (1982-84 = 100), from July 1992 to July 1993

or

Seattle-Tacoma Area Consumer Price Index for Urban Wage Earners and Clerical Workers (the Sea-Tac CPI-W), All Items, Revised Series (1982-84 = 100), semi-annual average for January through June 1993 over the same period in 1992

The salary increase will in no case be less than two percent (2%) or greater than seven percent (7%). Longevity and specialty pay premiums are to be adjusted in accordance with the new salary schedule effective January 1, 1994.

Effective January 1, 1995:

An across-the-board salary increase will be given to Police Officers and Sergeants equal to one hundred percent (100%) of the increase in one of the following Consumer Price indices, whichever index was used as the basis for the salary increase effective January 1, 1994:

U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S.CPI-W) All Items, Revised Series (1982-84 = 100), from July 1993 to July 1994

or

Seattle-Tacoma Area Consumer Price Index For Urban Wage Earners and Clerical Workers (the Sea-Tac CPI-W), All Items, Revised Series (1982-84 = 100), semi-annual average for January through June 1994 over the same period in 1993

Longevity and specialty pay premiums are to be adjusted in accordance with the new salary schedule effective January 1, 1995.

Section 2. Percentage salary premiums based upon the top pay step of the classification, Police Officer, shall be paid for the following assignments in accordance with the following schedule:

| <u>Assignment</u> | <u>Percentage</u> | <u>Monthly Equivalent in Dollars</u> |
|--|-------------------|--------------------------------------|
| <u>Effective January 1, 1993:</u> | | |
| Detective, while assigned from any classification in Section 1 | 4% | \$143 |
| *Detective-Bomb Squad, while assigned from any classification in Section 1 | 9% | \$321 |
| **Detective-Homicide, while assigned from any classification in Section 1 | 6% | \$214 |
| Diver, while assigned from any classification in Section 1 | 3% | \$107 |
| Motorcycle Officer, while assigned from any classification in Section 1 | 3% | \$107 |
| Radio Dispatcher, while assigned from any classification in Section 1 | 3% | \$107 |
| Chief Dispatcher, while assigned from any classification in Section 1 | 5% | \$178 |
| Canine Officer, while assigned from any classification in Section 1 | 3% | \$107 |

ERT Member, while so assigned
from any classification in
Section 1

3%

\$107

Hostage Negotiator, while
so assigned from any
classification in
Section 1

3%

\$107

Academy Instructor, while so assigned
from any classification in Section 1

3%

\$107

*Includes 4% Detective and 5% hazardous duty premium pay.

**Applies only to new Sergeants in Homicide on or after September 1, 1984. Effective September 1, 1989 Sergeants assigned to Homicide prior to September 1, 1984 shall receive 4%.

PATROL PREMIUM

An additional 1.5% of the base monthly, top-step salary for a Police Officer shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the Mounted Patrol and the Harbor Unit. Police Officers and Sergeants assigned to the D.W.I. Squad and A.M./P.M. Enforcement Squads will also be eligible to receive patrol premium pay. (However, they will not be eligible for patrol longevity.)

Effective September 1, 1989, new hires will not be eligible to receive patrol premium pay until they have completed 5 years of service. However, Police Officers and Sergeants hired prior to September 1, 1989, will receive patrol premium pay once their probationary period has been completed.

The above premiums shall be in addition to the regular salary of officers as specified in Section 1. There will be no pyramiding of specialty pays.

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

NON-PATROL LONGEVITY

| <u>Longevity</u> | <u>Percentage</u> | <u>Monthly Equivalent in Dollars Effective January 1, 1993</u> |
|--|-------------------|--|
| Completion of five (5) years of service | 2% | \$ 71 |
| Completion of ten (10) years of service | 4% | \$143 |
| Completion of fifteen (15) years of service | 6% | \$214 |
| Completion of twenty (20) years of service | 8% | \$285 |

Effective January 1, 1994, new longevity premiums shall be added as follows:

| | |
|--|-----|
| Completion of twenty-five (25) years of service | 10% |
| Completion of thirty (30) years of service | 12% |

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Mounted Patrol and the Harbor unit) will be eligible for longevity premium pay, based upon the top pay step of the classification Police Officer, in accordance with the following schedule:

| <u>Longevity</u> | <u>Percentage</u> | <u>Monthly Equivalent in Dollars Effective January 1, 1993</u> |
|--|-------------------|--|
| Completion of five (5) years of service | 2% | \$ 71 |
| Completion of ten (10) years of service | 6% | \$214 |

| | | |
|--|-----|-------|
| Completion of fifteen (15) years of service | 11% | \$392 |
| Completion of twenty (20) twenty years of service | 12% | \$428 |

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 or Police Cadet or Police Trainee in the Seattle Police Department.

PHYSICAL FITNESS

Pursuant to Article IV, Section 6, an employee's salary may be increased by 1.5% of his/her current base salary for attaining nine (9) points under the physical fitness standards outlined in Article IV, Section 6.

APPENDIX D - 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 - EQUIPMENT REQUIRED

1. 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 or, upon meeting Department requirements, a semi-automatic pistol; 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. Reserve and special police officers shall abide by the same regulations as specified herein for department members.
- e. 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.

2. Ammunition

- a. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy 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.

3. The Department shall, consistent with its policy, either provide the employee with body armor of threat level 3-A or provide the employee, at the employee's option, with a voucher in the amount of the Department's cost for Department-issued body armor. The Department shall determine a reasonable replacement schedule for Department-issued body armor by having tests conducted of such body armor and reviewing the published test results of others.

APPENDIX F - 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 facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild before being interrogated. An attorney of his/her 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. Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
- 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 or 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.

93-65

City of Seattle

Executive Department—Office of Management and Budget

Diana Gale, Director
Norman B. Rice, Mayor



March 2, 1993

*Approved by
Margaret Skum
3/9/93*

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT Personnel

SUBJECT: AN ORDINANCE authorizing execution of a Memorandum of Understanding effective through December 31, 1992, and a collective bargaining agreement effective through December 31, 1995, between The City of Seattle and Seattle Police Officers' Guild; authorizing a one-time, lump-sum payment; and providing payment therefor.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Seema Grover at 684-8080.

Sincerely,

Norman B. Rice
Mayor

by

DIANA GALE
Budget Director

DG\sg\mp

Enclosure

cc: Director, Personnel

COPY RECEIVED
93 MAR -3 PM 4: 29
SEATTLE CITY ATTORNEY

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Tom Thibault

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

D 9

STATE OF WASHINGTON - KING COUNTY

28331
City of Seattle

-55-

No. ORDINANCE 11

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

TO:116607-116615&17

was published on

04/01/93

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

A. Gardner

Subscribed and sworn to before me on

04/02/93

Robert H. Kelly

Notary Public for the State of Washington,
residing in Seattle

