

Ordinance No. 120044

CW

Council Bill No. 113292

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement effective through December 31, 2002, between the City of Seattle and the Seattle Police Officers' Guild, superseding inconsistent ordinances, and providing payment therefor.

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

Compton - aye
Nicastro - aye
Pageher - aye
7-24-00 Passed 8-0 (Exc)

CF No. _____

Date Introduced:	<u>JUL 18 2000</u>	
Date 1st Referred:	To: (committee)	Public Safety & Technology Committee
Date 2nd Referred:	To: (committee)	
Date 3rd Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor:	Date Approved: <u>7-31-00</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> P.T. <input type="checkbox"/>
Date Voted by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready for presentation to Full Council

Law Department

Law Dept. Review

OMP Review

City Clerk Review

(Signature)

2W

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

[Signature]
COMPTON
Councilmember

Committee Action:

Compton - aye

Nicastro - aye

Pageker - aye

7-24-00 Passed 8-0 (Excused: McLoery)

Public Safety & Technology Committee

T.O.
P.T.

This file is complete and ready for presentation to Full Council. Committee: _____
(Initial/Date)

Law Department

Law Dept. Review OMP Review *LD* City Clerk Review Electronic Copy Loaded Indexed

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AN ORDINANCE authorizing execution of a Collective Bargaining Agreement effective through December 31, 2002, between The City of Seattle and the Seattle Police Officers' Guild, superseding inconsistent ordinances, and providing payment therefor.

WHEREAS, a Collective Bargaining Agreement between the City and the Seattle Police Officers' Guild, as the representative of certain employees, expired on December 31, 1999; and

WHEREAS, said employees continued to work after December 31, 1999, 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 the Seattle Police Officers' Guild, subject to ratification by the membership of the Seattle Police Officers' Guild;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. 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 the Seattle Police Officers' Guild effective through December 31, 2002, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and the Seattle Police Officers Guild" with Article 6 thereto setting forth rates of pay for the classes of positions listed therein effective January 5, 2000.

Section 2. The Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in its budget to pay the compensation authorized therein. The Finance Director is authorized to draw pay and pay the warrants drawn from the compensation authorized therein.

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Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be enforced thirty (30) days from and after this approval by the Mayor; but if not approved and returned by the Mayor within ten (10) days of presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

PASSED by the City Council of the City of Seattle this 24th day of July, 2000, and signed by me in open session in authentication of its passage this 24th day of July, 2000.

Margaret Cooper
President of the City Council

Approved by me this 31st day of JULY, 2000.

Paul Schell
Paul Schell, Mayor

Filed by me this 3rd day of July August, 2000.

Judith E. Lippin
City Clerk

(Seal)

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**City of Seattle
Executive Services Department
Personnel Division**

*Margaret Carter
Clerk in Office*



September 20, 2000

TO: See Distribution List Attached
FROM: Patty Mattison (233-2617) *Patty Mattison*
Labor Relations
SUBJECT: Seattle Police Officers' Guild
January 1, 2000, through December 31, 2002
Collective Bargaining Agreement, Memorandum of Agreement, and
Ordinance #120044

Attached is your copy of the above-referenced Collective Bargaining Agreement, Ordinance No. 120044, and the Memorandum of Agreement. Also attached is the distribution list for this contract. Please use this copy of the contract for duplicating any additional copies you may need for your department.

If you have questions, please contact Fred Treadwell, 684-7871. Thank you.

PLM

Attachments

plm:\h:\negat\SPOGcontracttransmittal\memo\09\20\2000 8:10 AM

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Internal Distribution
Signed Collective Bargaining Agreement/Ordinance/MOA

Union: Seattle Police Officers' Guild
Collective Bargaining Agreement
Memorandum of Agreement
Ordinance #120044

Date: September 20, 2000

Name	Department	Date Delivered
Negotiator	Fred Treadwell, LR	
Barbara Gangwer	CBO	
Marilyn Sherron	Law	
Mary Denzel and Patricia Lee	Legislative	
Margaret Carter	City Clerk	
Lin Schnell (06-03-01)	Public Library	
Kathy Steinmeyer	Policy Development	
Eddie Jorgensen	Class/Comp	
Linda Yuen Leong/Donna Cook	Class/Comp	
Julie Curtis/Shena Brim	Records	
ORIGINAL - Contract File	LR	
Patty Mattison 1-SINGLE-SIDED, ORIGINAL FROM PRINTER for Library Binder 5-Library CBA Cabinet 7 copies (DB, FT, PL, KL, COS, LJ, JM- -to contract binders in their office) 12 total	LR	
Chron (Transmittal Letter Only)	LR	
Total copies: 28		

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Name	Department	Date Delivered
Payroll Representative(s)	Employing Dept.	
Julita Gabay	Police	
Human Resource Manager(s)/Representative(s)	BU Department(s)	
Janice Corbin	Police	
Christopher Parsons	Police	
Janet May	Police	
Mike Germann	Police Pension	

EXTERNAL DISTRIBUTION

Union	Date Delivered
Seattle Police Officers' Guild	Sept. 7, 2000
Business Representative: Mike Edwards	Sept. 7, 2000

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PASSED by the City Council of the City of Seattle this 24th day of July, 2000, and signed by me in open session in authentication of its passage this 24th day of July, 2000.

Margaret Rogers
President of the City Council

Approved by me this 31st day of JULY, 2000.

Paul Schell
Paul Schell, Mayor

Filed by me this 3rd day of July August, 2000.

Jessie E. Lippin
City Clerk

(Seal)

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AGREEMENT
By and Between
THE CITY OF SEATTLE
and
SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2002

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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 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be placed on authorized leave of absence by the City in order to work in the Guild office on a full-time basis. The City shall be reimbursed in full by the Guild, monthly, for all compensation paid (including salary and the cost of all City-paid benefits) to the Guild President during the period of absence. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. During any such return to regular duty, all compensation (including salary and the cost of all City-paid benefits) shall be paid by the City. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the leave of absence shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to the leave of absence. The provisions of this Section 1.4 shall be construed in accordance with RCW 41.26.520 (2).
- 1.5 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, earthquake, 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 on-duty time 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. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 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.
- 1.7 The Guild officials shall furnish the Chief of Police or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

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ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 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 pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid 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. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee 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, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

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.

- 2.2. 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.
- 2.3 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. In addition, the City agrees to deduct from the pay check of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid 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.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

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**ARTICLE 3 - DISCIPLINARY COMPLAINT HEARING, AND
INTERNAL INVESTIGATION PROCEDURES**

- 3.1 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 consistent with the employee's constitutional rights. Disciplinary action shall be for just cause.
- 3.2 Written reprimands may be appealed directly to Step 2 of the grievance procedure of the Agreement; however, such appeal shall not progress beyond Step 2 of the grievance procedure. 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. The merits of a written reprimand that has previously been the subject of a timely grievance that was denied can be raised at a subsequent proceeding where the written reprimand is used as a basis for discipline.
- 3.3 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.
- 3.4 The parties agree that the current administrative review process shall be amended to become an early warning system. No later than ninety (90) days after the execution of this agreement, the parties agree to begin negotiations over the components of the early warning system. The parties are free to make whatever proposals they wish with respect to the structure and elements of the early warning system, and the relationship of the early warning system to other processes and systems in place in the Department. The parties agree to use their best efforts to bring about an expeditious resolution of the negotiations, and in no case will the negotiations last longer than sixty (60) days from their

commencement. Should the negotiations not culminate with an agreement, the parties agree to submit the matter immediately to interest arbitration over the mandatorily negotiable elements and impacts of an early warning system. The current administrative review system shall remain in place until the conclusion of the negotiations, or, if necessary, interest arbitration.

3.5. 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 sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the disciplinary sanction being considered by the Chief. The City shall also notify the employee of the employee's right to a due process hearing before the Chief. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date.
- B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.
- C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five business days or more, the due process hearing may be held before the Acting Chief.
- D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. The Police Department's Human Resources Director and Legal Advisor may be present at the hearing.
- E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.
- F. Unless further investigation is deemed necessary, the Chief shall make the final decision as to whether charges should be sustained, and if so, what

discipline, if any, should be imposed, after considering the information presented in any due process hearing.

G. Disciplinary Review Board

1. If a suspension, demotion, termination, or a transfer identified by the City as disciplinary in nature is challenged, the discipline may be challenged through the Public Safety Civil Service Commission or through the Disciplinary Review Board (DRB), but not through both. A suspension, demotion, termination, or transfer identified by the City as disciplinary in nature cannot be challenged through the grievance procedure. The DRB shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be.
2. The Guild shall have thirty (30) days after discipline is imposed to notify the City of its decision to appeal discipline to the DRB.
3. The DRB shall be comprised of five (5) voting members. Two members of the DRB shall be appointed by the City, and two members of the DRB shall be appointed by the Guild. The Guild appointees must be members of the Guild's bargaining unit. The City's appointees shall hold at least the rank of Lieutenant.
4. The Chairperson of the DRB shall be selected from a pool of arbitrators agreed upon by the parties within 30 days after execution of the agreement. If the parties cannot agree on a pool of arbitrators, the chairperson shall be selected through the arbitrator selection process in the grievance procedure. By mutual agreement, the parties may make changes in the pool of arbitrators. While the chairperson does not have a continuous appointment, the chairperson may be selected by the parties to preside over more than one DRB appeal. The expenses of the Chairperson of the DRB shall be borne evenly by the parties. The Chairperson shall only vote to break a tie vote of the members of the DRB.
5. Guild appointees to the DRB shall be on on-duty status during meetings of the Board and during necessary preparation for Board activities. Board members shall be assigned special duty status to perform necessary preparation for Board meetings. Guild members shall account for their time on a Departmental time sheet. Disputes as to compensation for Guild members serving on the Board shall be resolved by the Chairperson.

6. In cases of complaints originating from outside the Department, a citizen observer appointed by the Mayor shall have the right to be in attendance at the meetings of the DRB.
7. Other than the Chairperson, DRB members shall have continuous appointments, and shall serve until removed by the party appointing them. If a DRB member is removed while an appeal is pending, the member shall continue to participate in the appeal until the matter is resolved. Provided, however, that a DRB member shall be removed immediately for bias, prejudice or for other cause, as determined by the Chairperson.
8. Any DRB member may excuse himself/herself because of bias, prejudice, or other reason, and is subject to challenge for cause. The Chairperson of the DRB shall resolve all challenges for cause. In the event that a member is unable to participate, either party can elect to proceed with the remaining members or can elect to choose a replacement member. If the replacement member is necessary, the party needing the replacement member shall name the replacement DRB member.
9. The hearing before the DRB shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript. If neither party wishes that a transcript be prepared, but the Chairperson does, and if there is a tie vote on the disposition of the case, the parties shall evenly split the cost of the preparation of a transcript.
10. DRBs 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. The Legal Advisor may be present. The DRB 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, and shall issue subpoenas as necessary. The DRB may only consider evidence which was introduced during the hearing.
11. The decision of the DRB shall be rendered in writing no later than thirty (30) days following the conclusion of the hearing. The DRB's decision shall be final and binding, and additional appeals through the grievance process or the Public Safety Civil Service Commission shall be foreclosed.

12. Except for the subject employee, an employee ordered by the Chairperson to attend a DRB hearing (provided for in this Section) as a witness during his/her off-duty time shall be compensated in accordance with Section 5.5 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.5, as approved by the Chairperson.
13. In the event the City receives simultaneous appeals of the same disciplinary action through an appeal to the Public Safety Civil Service Commission and to the Disciplinary Review Board (DRB), the City shall provide notice of the simultaneous appeals to the Guild. If both appeals are still pending after fourteen (14) days from the receipt of such notice by the Guild, the appeal to the DRB shall be deemed withdrawn.

3.6 Internal Investigations Procedures

- A. Except in criminal cases or where notification would jeopardize the investigation, the Internal Investigations Section shall notify the employee of the receipt of a complaint, including the basic details of the complaint, within five (5) days after receipt of the complaint. The Department shall furnish the employee and the Guild with a classification report no later than ten (10) days after notification to the employee of the complaint. The classification report shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., IIS investigation or line investigation). No employee may be interviewed until the employee has been provided the classification report. Except in cases where the investigation is a criminal investigation or where the employee fails to comply with the IIS investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the employee has been furnished the classification report. If the City cannot immediately identify the employee who is the subject of the complaint, the City will provide the required notifications to the Guild. Once the City identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the one-hundred eighty (180) day time limit provided in this section shall be temporarily held in abeyance if 60 days have elapsed without identification of the employee. The one-hundred eighty (180) day time limit will start from the point where it was held in abeyance (i.e., at Day 61) when the City identifies and notifies the employee of the complaint. The Guild will be contemporaneously notified whenever

the notification process has stopped due to the City's inability to identify the employee who is the subject of the complaint, and will be notified contemporaneously whenever the City subsequently is able to identify the employee.

B. When a named employee is to be interviewed relative to a complaint against him/her, that employee 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. The named employee is obligated to participate in and respond to questions asked during the interview.

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

C. 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.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in-person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

D. Internal Investigations Interviews

1. The Department shall conduct in-person interviews of the named employee and any witness who is a member of the Guild's bargaining unit. Such interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements.
2. In cases other than those involving allegations of violations of law, at least three business days and no more than thirty days prior to the

interview, the City shall provide notice to the employee and the Guild of the interview. In cases involving allegations of violation of law, the minimum notice shall be one business day. The notice shall include all notice required by Appendix F, Section A, of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned.

3. If, during the course of the interview, the City believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the City may continue the interview in the new area after providing the employee with the notice required in 3.6D(2), unless otherwise agreed by the City, the Guild and the employee.
4. The Guild will be allowed reasonable on-duty release time for a Board member or shop steward to provide representation requested by the employee during the questioning.
5. Persons in attendance at interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two persons), the IIS investigator(s) assigned to the case and one IIS command staff member (no more than three persons), and a court reporter or stenographer, if requested.
6. All interviews shall be tape recorded and transcribed unless the employee objects. Interviews that are not tape recorded for transcription by IIS shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.
7. If the interview is tape recorded by the Department, the employee and/or the Guild shall have the right to make an independent tape recording of the interview, a copy of which shall be made available to the Department upon request. The Department shall provide the Guild a copy of the transcript of the tape recording made by IIS at no cost within ten days after completion of the interview.

- E. Timing of Investigations - 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, except:

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1. in cases of criminal allegations, or
 2. where the named employee conceals acts of misconduct, or
 3. for a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.
- F. The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint to determine whether there is sufficient information to proceed with a full investigation of the complaint.
- G. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the Internal Investigations Section, Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, and the Chief of Police. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- H. 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.
- I. 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. If an employee has appealed discipline to the DRB, the employee shall be allowed to access the investigatory portion of the internal investigation file related to the discipline of that employee on the incident involved in the appeal.
- J. 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 which are not sustained to the extent that the circumstances may reasonably allow. To the extent allowable by law, the City shall redact from internal disciplinary proceedings files and Internal Investigations Section files personal identifying information. The City shall immediately notify an employee of requests made by other than the individuals identified in 3.6G for access to internal disciplinary proceedings files and Internal Investigations Section files concerning the employee.
- K. 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.

3.7 Opinions will routinely be sought from the named employee's Sergeant and Lieutenant regarding the recommended disposition and discipline for sustained complaints of misconduct. Such opinions will be documented in the IIS case file. Any issues regarding this section will be raised with the Chief of Police or his/her designee, but will not be subject to the grievance procedure.

3.8 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.9 The Department policy on citizen and internal complaint procedures (SPD Manual Chapter 1.117) is hereby incorporated herein by reference.

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ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority 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.
- 4.2 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. The employer shall notify the employee of any request by the media, by Public Disclosure Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
 - 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/her decision.
- 4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two years the Employer rehires 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 the employee 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 longevity pay, 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 employee's past service time.

4.4 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.

4.5 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 Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.

4.6 In-Service Training

A. The Department shall initiate on-going training in 2000. Commencing with the third year of this Agreement, the Department will provide a minimum of 32 hours of training per member per year, which shall include but is not necessarily limited to:

1. Firearms and Use of Force.
2. Diversity and Ethics Training.
3. Emergency Vehicle Operation.
4. Defensive Tactics.
5. First Aid, as required to maintain certification.

B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.

C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).

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D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her chain of command. The Department will have 60 days to remedy the situation.

E. Members shall be required to report in writing any approved training course they take.

4.7 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.

4.7.1 Parking - During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

4.9 The Employer and the Guild shall establish a Labor-Management Committee ("LMC") composed of an equal number of Employer and Guild representatives, not to exceed a total of eight members.

A. The Chief of Police or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Guild members.

C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at LMC meetings in the absence of regular members.

4.9.1 The LMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.

4.9.2 A party may have such resource persons attend meetings of the LMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.

4.9.3 All decisions of the LMC shall be reached by consensus. No decision of the LMC shall be in conflict with the collective bargaining agreement. Any decision of the LMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.

4.10 **Employee Involvement Committees** - The parties agree to use the Employee Involvement Committee ("EIC") process to address workplace issues. The Labor-Management Committee shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the Labor-Management Committee on the respective workplace issues.

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ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 **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 for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, 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 patrol, Canine, Mounted, Harbor 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 Harbor 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. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of 102 hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.
- 5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work in more than one day in excess of the normal work week.
- 5.1.2 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 patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.
- 5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.
- 5.2 **Alternative Shifts** - The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a Labor-Management Committee process that may include an EIC, as described in Section 4.10.

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- 5.3 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 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 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. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) 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.

An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

- 5.4 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 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/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. 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.

- 5.5 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 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 1/2) rate of pay on an hour-by-hour basis.

- B. If the session starts two and one-half (2 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 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 (1 1/2) 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/her 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 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/her 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.

5.6 Overtime Pay for Off-duty Telephone Calls - As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1 1/2) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have

made the call while on duty. Time spent returning a call in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved standby status will not receive overtime pay for telephone calls under this section.

5.7 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. 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.
- D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.8 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. The Employer and the Guild agree that the issuance of a pager 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 pager. It is agreed that the Homicide Unit will be on standby at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on standby and will be issued a pager. 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.

- C. 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.

5.9 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 being paid the greater of the minimum call back payment (three [3] hours at time and one-half [1 1/2]) or overtime at the double time rate for the actual time worked on the callback.
- B. Employees shall not be placed on standby on days off adjacent to a vacation period unless emergency conditions exist.

5.10 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one (1) hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four consecutive days.

5.11 Off-duty Employment and Return to Duty

- A. If an off-duty officer engages in a self-initiated law enforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off-duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour-for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
2. The officer is continuing to perform law enforcement activity that was self-initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1 1/2) for the actual time worked performing the Department duty.

D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

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ARTICLE 6 - SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective January 5, 2000, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3321	\$3454	\$3591	\$3850	\$4024	\$4181	\$4389	\$4702
Police Sergeant	\$4840	\$5048	\$5408					

B. Effective January 3, 2001, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3437	\$3575	\$3717	\$3985	\$4165	\$4327	\$4543	\$4867
Police Sergeant	\$5009	\$5225	\$5597					

C. Effective January 2, 2002, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3557	\$3700	\$3847	\$4124	\$4311	\$4478	\$4702	\$5037
Police Sergeant	\$5184	\$5408	\$5793					

6.2 The Guild may reopen negotiation on wages for the second year of the contract in the event the June 1999 to June 2000 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).

6.3 The Guild may reopen negotiation on wages for the third year of the contract in the event the June 2000 to June 2001 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).

6.4 Effective July 3, 2002, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. The total available City matching contribution for calendar year 2002 shall be 3.5% of the top step base salary wage of Police Officer received after July 3, 2002. In the event that the City is unable to provide a deferred compensation match because

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such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

6.5 The City may hire up to thirty new employees per year, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step six, depending upon prior experience. Provided, however, that if the City hires an additional employee at a step higher than the entry level step it must immediately advance all employees at a step lower than the step at which the additional employee is hired to the pay step of the new employee.

6.6 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>Effective January 5, 2000:</u>		
Detective, while assigned from any classification in Section 6.1	4%	\$188
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%	\$423
Detective-Homicide, while assigned from any classification in Section 6.1	6%	\$282
Diver, while assigned from any classification in Section 6.1	3%	\$141
Motorcycle Officer, while assigned from any classification in Section 6.1	3%	\$141
Radio Dispatcher, while assigned from any classification in Section 6.1	3%	\$141
Canine Officer, while assigned from any classification in Section 6.1	3%	\$141

ERT Member, while so assigned from any classification in Section 6.1	3%	\$141
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%	\$141
Academy Instructor, while so assigned from any classification in Section 6.1	3%	\$141
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%	\$71

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

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 five (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 6.1. There will be no pyramiding of specialty pays.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

- 6.7 Longevity premiums based upon the top pay step of the classification, Police Officer, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Effective January 5, 2000 (Employees hired prior to December 25, 1996):

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Longevity

Percentage

Completion of five (5) years of service	2%	\$94
Completion of ten (10) years of service	4%	\$188
Completion of fifteen (15) years of service	6%	\$282
Completion of twenty (20) years of service	8%	\$376
Completion of twenty-five (25) years of service	10%	\$470
Completion of thirty (30) years of service	12%	\$564

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

Longevity

Percentage

Completion of seven (7) years of service	2%	\$94
Completion of ten (10) years of service	4%	\$188
Completion of fifteen (15) years of service	6%	\$282
Completion of twenty (20) years of service	8%	\$376
Completion of twenty-five (25) years of service	10%	\$470
Completion of thirty (30) years of service	12%	\$564

PATROL LONGEVITY

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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:

Effective January 5, 2000 (Employees hired prior to December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	\$94
Completion of ten (10) years of service	6%	\$282
Completion of fifteen (15) years of service	11%	\$517
Completion of twenty (20) years of service	12%	\$564

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
Completion of seven (7) years of service	2%	\$94
Completion of ten (10) years of service	6%	\$282
Completion of fifteen (15) years of service	11%	\$517
Completion of twenty (20) years of service	12%	\$564

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

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or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

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ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 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.

7.2 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 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.

7.3 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, Motorcycle, SPU, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and Gang Unit), 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.

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C. Except for the last sentence, the provisions of Section 7.3B 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.

7.4 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.

7.5 Firearms Required/Qualifications

A. No employee shall be required to work without a firearm except as provided below:

1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.

2. 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 employee'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.

B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the

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Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

- 7.6 **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 Investigations Bureau.
- 7.7 **Menial Tasks** - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 **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/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

- 7.9 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.

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.

- 7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.
- 7.11 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.
- 7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 7.13 Written Supervisory Assessments.

- A. The City may implement a performance evaluation system during the term of this Agreement, subject to the following conditions.
- B. The City shall provide the Guild with sixty (60) days notice of implementation of any performance evaluation system, and will contemporaneously provide the Guild with a copy of the written supervisory assessment document. The Guild will have the right to submit comments on the performance evaluation system and written supervisory assessment document.
- C. Except as otherwise provided, written supervisory assessments may not be used by the City in making decisions concerning discipline, promotions, transfers, or assignments.

1. If an employee or the Guild contends in the disciplinary process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced for the limited purpose of showing that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory assessment for the limited purpose of showing that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.
2. If an employee or the Guild contends in the promotional, transfer, or assignment process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced to show that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory assessment to show that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.
3. Nothing precludes the City from utilizing the facts that may be contained in a written supervisory assessment and/or the documents other than written supervisory assessments supporting such facts in making decisions concerning discipline, promotions, transfers, or assignments. There shall be no grievances challenging the use of such facts or documents.

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ARTICLE 8 - HOLIDAYS

- 8.1 Employees covered by this Agreement shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, for a total of 96 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.
- 8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.
- 8.3 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 (1 1/2) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

- 8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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/her 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/her holiday time off.
- 8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. 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.

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

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ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight-hour days.

<u>COLUMN NO. 1</u> <u>ACCURAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
<u>Hours on</u> <u>Regular</u> <u>Pay Status</u>	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>	<u>Years of</u> <u>Service</u>	<u>Working Days</u> <u>Per Year</u>	<u>Working Hours</u> <u>Per Year</u>	<u>Maximum Hours</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 41800.....	.0769	20.....	20	(160)	320
41801 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.....	.1076	28.....	28	(224)	448
58241 through 60320.....	.1115	29.....	29	(232)	464
60321 and over.....	.1153	30.....	30	(240)	480

- 9.4 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.

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- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 9.6 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.
- 9.7 "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.
- 9.8 The minimum vacation allowance to be taken by an employee shall be one-half (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.
- 9.9 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.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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.
- 9.12 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. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, 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.

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- 9.13 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.
- 9.14 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.
- 9.15 All requests for vacation time of ten (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.

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ARTICLE 10 - PENSIONS

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

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ARTICLE 11 - MEDICAL COVERAGE

11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.

11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.

11.3 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.

11.4 For the calendar years 2000, 2001, and 2002 during the term of this Agreement, the City shall pay one hundred percent (100%) of the Regence Blue Shield Plan's monthly premium for the medical care programs cited in Sections 11.2 and 11.3. 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.

11.5 For the calendar years 2000, 2001, and 2002 during the term of this Agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's monthly premium; for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Group Health Cooperative 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 2000, 2001, and 2002. 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 2000, 2001, and 2002.

11.6 Effective January 1, 1997, the Regence Blue Shield Plan shall consist of a preferred provider organization and a managed prescription drug program as follows:

- A. Lifetime maximum benefit: \$1,000,000
- B. For services received within the preferred provider network:

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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. For services received outside the preferred provider network: Benefits are paid at 60% of usual, reasonable and customary charges up to \$4,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year. Regardless of whether an employee receives care within or outside of the preferred provider network, the amount paid by the employee, excluding deductibles, shall not exceed \$1,600 per person.

- C. Deductible for care provided within the preferred provider network: \$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. Deductible for care provided outside the preferred provider network: \$150 per covered person per calendar year and \$450 per family. The deductible is payable by the employee before any benefits of the plan, as described above, are payable. Regardless of whether an employee receives care within or outside of the preferred provider network, the total deductible paid by the employee shall not exceed \$150 per covered person per calendar year and \$450 per family.
- D. Employees using health care providers on December 31, 1996, who are not within the preferred provider network shall have one year to change to health care providers who are within the network before receiving any reduction in health insurance benefits.
- E. The above medical plan will include chiropractic care.
- F. 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.
- G. Inpatient psychiatric treatment is paid at 80% up to eight days per year; outpatient psychiatric treatment is paid at 50% up to twelve visits per year.
- H. Prescription drug purchases from designated participating pharmacies will be subject to copays of \$5/10/25 for a thirty day supply. Prescription drug purchases of a 90-day supply from the designated mail-order pharmacy will be subject to a double copay. The City shall appoint an individual to administer all questions and disputes arising out of the prescription drug formulary to be implemented on January 1, 1997, and shall provide all employees with the name and telephone number of the individual so appointed. Prescription drug purchases within the plan shall be paid at the 100% rate, subject to the co-pays described in this section.

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- 11.7 Employees under the age of 65 who retire shall be entitled to participate in the medical plans offered to active Guild members. The retiree Regence Plan shall have the Preferred Provider Option. 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.

Retirees must select a particular medical option which will remain in effect until age 65. Retirees must elect coverage within thirty (30) days of their LEOFF retirement or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty (30) days of their separation from City service. Retirees can 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; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents 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.

- 11.8 The City has the right to continue its comprehensive utilization review program under the Regence 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.

- 11.9 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.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 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.

11.11 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 11.2, 11.3, and 11.9.

11.12 Gainsharing - The City and the Guild acknowledge that health care cost containment is an important goal in insuring that members of the bargaining unit continue to enjoy the current level of City paid health care benefits by taking the following actions:

- A. Within sixty (60) days after the execution of the collective bargaining agreement, the LMC shall charter a cost containment committee. This Committee shall study and recommend various ways to maintain health care costs, including but not limited to improving lifestyle choices for members of the bargaining unit.
- B. Among the cost containment processes to be studied by the Committee will be the following:
 1. A physical fitness program for bargaining unit members.
 2. Making bargaining unit members "smart consumers" of health care, including the monitoring of hospital and other health care provider bills.
 3. The consideration of alternate treatment modalities for certain types of illnesses and conditions.
 4. By September 1, 2000, the City's health care consultant shall compare the bargaining unit members' and their eligible dependents' claims experience for July 1, 1998, to June 30, 1999, with the experience for July 1, 1999, to June 30, 2000. If the claims experience improves by ten percent (10% or more year over year, the Committee shall make a recommendation to the City and the Guild as to the disposition of the additional funds. If the

parties are unable to agree upon the implementation of the Committee's recommendation or a modification thereof, the matter shall be submitted to the negotiation process for the successor to this agreement.

11.13 Voluntary Employee Benefit Association (VEBA) - A VEBA shall be established and administered by the Guild to provide for the payment of health care premiums for employees. The City's contributions shall be limited to the cashout of vacation, compensatory time and sick leave that retiring or separating employees are currently entitled to cashout. Only retiring employees shall be entitled to cashout sick leave and the cashout shall be at twenty-five percent (25%). Implementation of the VEBA shall be contingent upon the Guild obtaining a letter ruling from the Internal Revenue Service approving the VEBA. In addition, the Guild shall indemnify, hold harmless and defend the City from any and/or all litigation and liability arising from the promulgation, implementation and operation of the VEBA.

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ARTICLE 12 - DENTAL CARE

- 12.1 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.
- 12.2 For the calendar years 2000, 2001, and 2002, 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 2000, 2001, and 2002. The per person annual maximum benefit shall be one thousand five hundred dollars (\$1,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and 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 \$2,000 in benefits for each eligible individual. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

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ARTICLE 13 - SICK LEAVE AND LONG TERM DISABILITY

- 13.1 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 13.4 below.
- 13.2 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 13.4 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.
- 13.3 Under the terms of the parties' Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.
- 13.4 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 13.2 above.

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- 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.

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ARTICLE 14 - FALSE ARREST INSURANCE

14.1 The City shall provide false arrest insurance either through self-insurance or an insurance policy which conforms to the policy attached hereto as Appendix D 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.

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

6. d., paragraph 3.

It is further understood and agreed, as reflected by the inclusion of the Seattle Police Officers' Guild and any member in good standing as a Name Insured, 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 determined by the Chief of Police or his/her designee in accordance with the current practice. This decision shall be subject to the grievance procedure.

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

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ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 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.

- 15.2 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.
- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 15.4 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 or 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. Rules restricting the lawful off-duty conduct of employees shall be

authorized by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

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.

15.5 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 extraordinary police enforcement activity.

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ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 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/her assigned duties to the best of his/her 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.

- 16.2 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.

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ARTICLE 17 - RETENTION OF BENEFITS

17.1 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.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 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.
- 18.2 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.

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ARTICLE 19 - SAVINGS CLAUSE

19.1 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.

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ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 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.
- 20.2 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.

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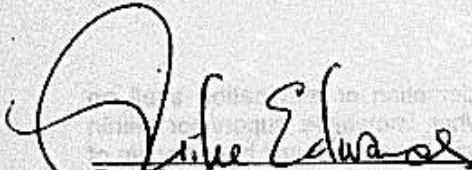
ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2002. 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 2002 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the Labor-Management Committee and the parties have been unable to reach agreement on the issue during Labor-Management Committee discussions.

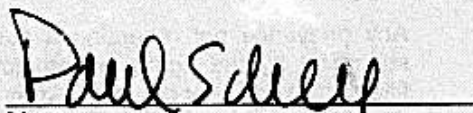
Signed this 7th day of September, 2000.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance 120041




President



Mayor



Vice President



Secretary/Treasurer

APPENDIX A - GRIEVANCE PROCEDURE

- A.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. There shall be no change in the nature of any grievance after it is submitted. Any other type of dispute between the parties as well as disputes involving 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.

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

Step 1

Any grievance not regarding a suspension, demotion or termination shall be submitted by the aggrieved employee to 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 fifteen (15) calendar days of the date the grievance was submitted to the employee's immediate supervisor, 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, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her immediate supervisor, and the remedy sought. The Guild shall submit the written grievance to the Chief of

Police or his/her designee within forty-five (45) calendar days of the submittal of the grievance at Step 1, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall designate who shall respond to the grievance on behalf of the Department.

Step 3

If the grievance is not resolved pursuant to Step 2 above or if the grievance concerns a suspension, demotion or termination, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within sixty (60) calendar days of the submittal of the grievance at Step 1. A grievance regarding a suspension, demotion or termination shall be filed by the Guild within fifteen (15) calendar days of the day the employee knew or should have known of the Department's final decision to impose a suspension, demotion or termination. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

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/her 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 by the party that does not prevail, 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.
- A.3 The time limits for processing a grievance stipulated in Section A.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 A, Section A.2.
- A.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.

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- A.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.
- A.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.
- A.7 A grievance decision at any step of the procedure in Section A.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 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.
- A.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.
- A.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.
- A.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

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APPENDIX B - FALSE ARREST INSURANCE

B.1 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.

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APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

- A. The Department policy on firearms (SPD Manual Section 1.11.060) is hereby incorporated herein by reference. While on duty, officers shall be armed with those weapons approved by the Department at the time of the execution of this Agreement.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service revolver he or she had been issued for ten years or more. Upon disability retirement after twenty years of service or more, the request by an employee to purchase the service revolver he or she had been issued for ten years or more shall not be unreasonably denied.
- C. An employee whose request to purchase a revolver is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.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. Employees shall, upon request, be issued two months of their twelve-month allotment of practice ammunition during any sixty-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.
- B. Officers shall be allowed to purchase and use 357 cal. ammunition. 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.

- C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

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APPENDIX D - POLICE OFFICERS' BILL OF RIGHTS

D.1 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 Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. 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 the employee so desires of the nature of the investigation and whether the employee is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint. The employee shall be advised of the right to be represented by the Guild at the interview.
- B. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- C. Any interview (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 interviewed. An attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interview to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of 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.

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- D. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
- E. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
- G. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

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MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE

and

THE SEATTLE POLICE OFFICERS' GUILD

The parties to this Memorandum of Agreement, the City of Seattle ("City") and the Seattle Police Officers' Guild ("Guild"), are contemporaneously executing a Collective Bargaining Agreement to cover the term from January 1, 2000, through December 31, 2002. This Memorandum of Agreement is being reached to explain and interpret provisions of the Collective Bargaining Agreement.

1. The dollar loss reporting threshold for secondary operators in the Communications Center shall remain \$1,500 for car prowls and \$500 for other crimes. This dollar loss reporting threshold was first established by a Memorandum of Agreement dated December 12, 1996, and it was not intended that it would supplant the Telephone Reporting Unit functions.
2. The parties have previously agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties Collective Bargaining Agreement effective January 1, 2000, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.
3. The parties have previously agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
4. Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided in SMC 4.44.020, hereinafter referred to as supplemental benefits, which exceeds the rate required to

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be paid by state law. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

5. **Already-Implemented Health Care Changes** - The changes in health care coverage resulting from the City's change to self-insurance shall be maintained during the term of the Collective Bargaining Agreement.
6. **Changes in Health Care Plan Third-Party Administrators and/or Provider Networks** - During the term of the Collective Bargaining Agreement and consistent with Section 11.11 of the Agreement, the City shall have the right to contract with and/or change one or more third-party administrators for health care benefit plans and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain substantially similar to the current level of benefits. The City shall provide the Guild with at least 30 days written notice of any change of provider networks and/or third party administrators.
7. The parties agree that the following shall be agenda items for discussion by the Labor-Management Committee: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an Employee Involvement Committee.

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 3

8. Transfers - The Collective Bargaining Agreement calls for the use of a Disciplinary Review Board (DRB) to hear appeals of disciplinary action and defines as disciplinary action "Suspensions, demotions, terminations, and disciplinary transfers identified by the City." If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the normal grievance procedure.
9. The provisions of Section 3.6A apply only to complaints received after the execution of the Collective Bargaining Agreement.
10. Office of Professional Accountability (OPA) Review Board - The OPA Review Board Auditor position and the right of the Review Board to recommend further investigation of an Internal Investigations Section (IIS) complaint shall be subject to the following provisions:
 - A. The City agrees that the IIS Auditor position shall be continued in effect with its current authority but may be renamed the OPA Auditor, with the clarification that the Auditor may audit all OPA cases involving Guild bargaining unit members.
 - B. The Guild agrees that the City will implement a civilian OPA Review Board with at least three members to be appointed by the City Council at the conclusion of the process outlined in paragraph "D" below.
 - C. The OPA Review Board shall have the following powers with respect to complaints lodged against Guild bargaining unit members:
 1. To review all redacted 2.7 complaint forms with classification noted;
 2. To render a final and binding decision in those cases referred by the Auditor in which there is a dispute between the Auditor and the OPA Director concerning whether further investigation of a case file is warranted; and
 3. To request and review closed, redacted case files.
 - D. Upon ratification of the Collective Bargaining Agreement, the parties shall commence interest-based negotiations over:
 1. The composition of the OPA Review Board;

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2. Eligibility for appointment to the OPA Review Board;
3. Confidentiality issues;
4. The basis on which further investigation may be requested;
5. The impacts on employee discipline, if any;
6. Any reporting to accomplish the OPA Review Board's mission; or
7. Any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within 60 days or six meetings, whichever comes sooner, either party may advance remaining issues to final and binding interest arbitration pursuant to the criteria of RCW 41.56 et seq. The time limits in this paragraph may be extended by mutual written agreement of the parties. A single arbitrator shall be selected using the same procedure as set forth in the Collective Bargaining Agreement. The parties will be precluded from asserting during this proceeding that any of the issues listed in this paragraph are not proper subjects for interest arbitration.

- E. Upon completion of the process set forth in paragraph "D" above, the City shall amend its ordinances related to police oversight so as to harmonize with its terms.
 - F. Only the Chief of Police, or his/her designee under the circumstances set forth in the Collective Bargaining Agreement, may impose discipline on bargaining unit members.
11. Equal Employment Opportunity (EEO) Investigations – The Department may assign the responsibility for EEO matters, including investigations, outside the Internal Investigations Section; provided the investigation is conducted in accordance with the Collective Bargaining Agreement; and provided any questioning of bargaining unit members is conducted by an EEO investigator who is a sworn member with the civil service rank of sergeant. If the subject of the complaint is the EEO Investigator, the questioning shall be conducted by a sworn member other than the EEO investigator.

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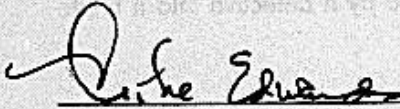
Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 5

All disputes regarding the application or interpretation of this Memorandum of Agreement shall be adjudicated in accordance with the provisions of the grievance procedure in the parties' Collective Bargaining Agreement.

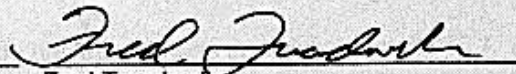
Signed this 7th day of September, 2000.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE



Mike Edwards
President



Fred Treadwell
Labor Negotiator

FT:ljplm

Attachments: Detective Aides Job Description
Storefront Volunteers/Employees Job Description

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DETECTIVE AIDES

Assist sworn detectives by performing certain non-field work functions. At the direction of a detective or sworn supervisor, a detective aide may perform the following tasks:

1. Process arrest reports and citations.
 - 1.1 Coordinate and arrange witness interviews conducted by a detective.
 - 1.2 Obtain booking numbers.
 - 1.3 Check court dates, times, and locations.
 - 1.4 Obtain photographs to be selected and assembled by a detective into a photo montage.
 - 1.5 Retrieve documents and records and other items.
2. Respond to telephone calls and receive visitors.
 - 2.1 Provide authorized information regarding the Department's investigative policies and procedures on various programs.
 - 2.2 Screen and refer visitors and telephone calls to the appropriate person.
3. Run criminal histories, Department of Corrections checks, and other records checks.
4. Perform computer operations.
 - 4.1 Perform data entry using word processors, spreadsheets, and other programs using personal computers or computer terminals.
 - 4.2 Assist employees in computer operations and procedures.
5. Locate witnesses and suspects through the use of computer programs, library resources, and other means that do not require field work.
6. Record, post, or log specific information; prepare tallies of documents.
7. Process impounded and found property.
8. Maintain logs and prepare statistical data concerning crimes investigated by the detectives to which the detective aide is assigned.
9. Assist a detective or other sworn employee in clearing evidence.

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STOREFRONT VOLUNTEERS/EMPLOYEES

1. Provide information to citizens in the Seattle Police Department (SPD). Provide information concerning the resources of SPD, the options available if a matter is handled through SPD, and the procedures that SPD will generally follow in processing certain types of cases.
2. Provide referrals to organizations/individuals within SPD, and/or other community agencies.
3. Take written reports only of the same type now taken by secondary operators in Communications and by Community Service Officers, where the following circumstances apply:
 - 3.1 The loss is under \$500.
 - 3.2 There is no evidence.
 - 3.3 The crime is not a crime against a person.
 - 3.4 There is no suspect information.
 - 3.5 No firearm is taken.
 - 3.6 The crime is not one of domestic violence or racially, sexually, or politically motivated.
4. Not be attired in a police uniform.
5. Not perform any duties relating to crime scene processing and crime scene investigation.

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City of Seattle

Paul Schell, Mayor

Executive Services Department

Dwight D. Dively, Director

June 23, 2000

TO: Honorable Margaret Pageler, President
Seattle City Council

VIA: Greg Peterson
City Budget Office

FROM:


Dwight Dively
Executive Services Director


Norma McKinney
Personnel Director

SUBJECT: Attached Proposed Ordinance Approving a Collective Bargaining Agreement with the Seattle Police Officers' Guild

The attached proposed ordinance authorizes a Collective Bargaining Agreement effective through December 31, 2002, with the Seattle Police Officers' Guild (SPOG). This Agreement affects one bargaining unit and covers approximately 1,179 City employees. The execution of this ordinance is contingent upon ratification by the bargaining unit.

TERMS OF THE AGREEMENT

Following the failure of the SPOG membership to ratify an earlier tentative agreement, the parties have again agreed to a new three-year Agreement that will expire on December 31, 2002. In addition to the Collective Bargaining Agreement, the parties will enter into a Memorandum of Agreement (MOA) that will resolve certain issues not addressed in the contract itself. The terms of the parties' tentative agreement that are included in both the Collective Bargaining Agreement and the MOA are described below. The provisions that have changed from the first tentative agreement are wages, paragraph A below; and the Office of Professional Accountability Review Board, paragraph E2 below.

A. WAGES

A 3.5% wage increase effective January 5, 2000; a 3.5% wage increase effective January 3, 2001; a 3.5% wage increase effective January 2, 2002; and a 3.5% Deferred Compensation match effective the first pay period of July in the year

Personnel Division, Dexter Horton Building, 710 Second Avenue, 12th Floor, Seattle, WA 98104-1793

Tel: (206) 684-7664, TDD: (206) 684-7688, Fax: (206) 684-4157, <http://www.ci.seattle.wa.us>

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2002 (Article 6). The Guild may reopen this Agreement for the purpose of negotiating wages for 2001 in the event June 1999 to June 2000 bimonthly Seattle-Tacoma CPI-W exceeds 4%. The Guild may reopen this Agreement for the purpose of negotiating wages for 2002 in the event the June 2000 to June 2001 bimonthly Seattle-Tacoma CPI-W exceed 4%.

B. OVERTIME

An employee on vacation may volunteer for an overtime detail unrelated to their normal assignment and shall receive overtime compensation for the detail (Section 5.3). Employees called back to work from an authorized vacation shall now have the option of receiving double-overtime for the actual hours worked or straight-time pay and a vacation day (Section 5.9).

C. HEALTH CARE

1. **Premiums** - The City shall continue to pay 100% of health care premiums for the Regence and United Health Care plans during calendar years 2001 and 2002. The existing 20% premium sharing for employees in the Group Health plan shall continue (Article 11). The City had previously agreed in a separate Memorandum of Understanding to pay 100% of health care premiums for calendar year 2000 as part of an agreement moving the Guild to self-insurance.
2. **Changing Networks and Administrators** - The City may change provider networks and third-party administrators for health care benefit plans if benefits remain substantially similar to the current level of benefits (MOA, paragraph 6).
3. **Cost Containment Committee** - The new Labor-Management Committee shall charter a cost containment committee to study physical fitness programs, educate officers to be smart consumers of health care, and evaluate treatment alternatives.
4. **Gainsharing** - A gainsharing formula is established to encourage cost containment. If health care claims experience improves by 10% or more year over year, the cost containment committee shall make a recommendation as to the disposition of the additional funds. If the parties are unable to agree on

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the implementation of the recommendation, the matter shall be submitted to the negotiation process for a successor agreement (Section 11.12).

5. **Retiree Plan Enrollment Options** - The timeframes for employees to enroll themselves and their spouses or domestic partners in the retiree health care plans is clarified consistent with the existing policy for other City employees (Section 11.7).

D. VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

A VEBA shall be established and administered by the Guild to provide for the payment of health care premiums for employees. City contributions are limited to the value of time balances that separating or retiring employees are able to cash out (Section 11.13).

E. DISCIPLINE

The following items, 1 through 5, were changes recommended by the Citizens Review Panel on police accountability:

1. **Office of Professional Accountability (OPA)** - The Guild will not object to creation of the position of Director of the Office of Professional Accountability and will withdraw the unfair labor practice complaint that was filed earlier. The current Auditor position shall be continued with the Auditor reporting to the Mayor and Council.
2. **OPA Review Board** - As part of the second tentative agreement was reached to create an OPA Review Board with three members appointed by the City Council. The Board will receive redacted copies of all complaints and may request redacted copies of closed files for review. The Board will have the final authority to determine that further investigation is appropriate upon a request from the Auditor to resolve a dispute with the OPA Director.

Prior to implementation of the OPA Review Board, the following issues must be resolved in further negotiations:

- a) the composition of the OPA Review Board;

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- b) eligibility for appointment to the OPA Review Board;
- c) confidentiality issues;
- d) the basis on which further investigation may be requested;
- e) the impacts on employee discipline, if any;
- f) any reporting to accomplish the OPA Review Board's mission; or
- g) any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within sixty days or six meetings following ratification, whichever is sooner, the remaining issues in dispute will be resolved in interest arbitration.

3. **In-Person Interviews** - All Guild bargaining unit members who are either the subject of a complaint or witnesses in the investigation shall be interviewed in person, rather than being required to submit a written statement (Section 3.6D).
4. **Internal Investigation File Disclosure** - The requirement to maintain the confidentiality of internal investigation files shall not extend to complaints that are sustained. However, to the extent allowable by law, personal identifying information shall be redacted from such files (Section 3.6J).
5. **Administrative Review/Early Warning** - The parties agree to replace the current administrative review process used to address potential patterns of misconduct with an early warning system. Negotiations over the elements of the early warning system will begin no later than ninety days after the contract is signed, and the current system will remain in place until the conclusion of negotiations (Section 3.4).
6. **Equal Employment Opportunity (EEO) Investigations** - EEO investigations will continue to be conducted by a Sergeant, but the responsibility for the investigations may be moved outside the Internal Investigations Section.

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7. **Appeal Procedures** - A new disciplinary appeal process is created. Officers who appeal discipline will no longer have recourse to the internal Complaint Advisory Board or to the grievance procedure. The constitutional requirement to conduct Loudermill hearings for officers facing suspension, demotion, or termination is now specifically addressed in contract language (Section 3.5). Appeal from the final decision of the Chief to impose discipline shall be either to the Public Safety Civil Service Commission or to a new Disciplinary Review Board. The new Board shall be composed of five members: two from the Guild; two from the Police Department; and a neutral, who shall only vote in instances of a tie. As is currently the case with the Complaint Advisory Board, the Mayor shall appoint a citizen observer if the complaint originates from outside the Police Department (Section 3.5G).
8. **Timeline for Investigations** - The timeline for completing internal investigations is modified. Except for criminal investigations, the Police Department will now have 180 days rather than 90 days to complete the internal investigation; and if the investigation is not completed within that period, no discipline will result (Section 3.6A). These timelines shall only apply to complaints received after the execution of the Collective Bargaining Agreement (MOA, paragraph 9).
9. **Written Reprimands** - Unlike most represented employees, SPOG bargaining unit members cannot challenge written reprimands through the grievance arbitration process. However, an employee will now be able to challenge the merits of an earlier written reprimand that is used as a basis for subsequent discipline (Section 3.2).
10. **Bill of Rights** - The Bill of Rights is amended to provide that the employee to be interviewed shall be advised of the right to be represented by the Guild and the scope of that representation is clarified (Appendix D).
11. **Other City Agency Investigations** - A process is provided for the Police Department to order an employee to cooperate in an investigation being conducted by another City agency. If the employee is to be interviewed, the provisions of the contract shall apply (Section 3.6C.1).

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F. IN-SERVICE TRAINING

The Police Department shall initiate ongoing training in 2000. Commencing in 2002, the Department shall provide a minimum of thirty-two hours of training including: firearms and use of force, diversity and ethics, emergency vehicle operation, defensive tactics, and first aid (Section 4.6).

G. LABOR-MANAGEMENT COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

1. **Labor-Management Committee** - A Labor-Management Committee will replace the seldom used Conference Board (Section 4.9). The parties also agreed to discuss several issues as Labor-Management Committee agenda items including: replacing the clothing allowance with a voucher and/or quartermaster system; the procedures relating to personnel files; changing work schedules; firearms qualification; and alternative shifts (MOA, paragraph 7).
2. **Employee Involvement Committees** - The parties will use Employee Involvement Committees (EICs) to address workplace issues and make recommendations to the Labor-Management Committee (Section 4.10).
3. **Alternative Shifts** - Requests for alternative shifts shall first be addressed by the Labor-Management Committee and may involve an EIC (Section 5.2).
4. **Employee Security** - The employment security provision relating to implementation of EIC initiatives that was previously agreed to by most other Unions is incorporated into the contract (Section 4.8).

H. PERFORMANCE EVALUATIONS

Consistent with the recommendation of the Citizens Review Panel, the City can implement a new system for performance evaluations. Prior to implementation, the Guild shall have an opportunity to comment. Written supervisory assessments may not be used in making decisions concerning discipline, promotions, transfers, or assignments. If such a decision is challenged, a written

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supervisory assessment may be introduced to establish that the employee had notice of a performance difficulty (Section 7.13).

I. GRIEVANCE PROCEDURE

1. **Cost of Arbitrator** - The grievance procedure is amended to provide that the cost of the arbitrator shall be borne by the party that does not prevail, rather than shared equally (Appendix A.2C).
2. **Disciplinary Transfer** - If the Guild believes that a transfer that is not identified by the City as disciplinary is, in fact, disciplinary, the Guild may challenge the transfer through the grievance procedure (MOA, paragraph 8).

J. INDUSTRIAL INSURANCE

The standards for employee eligibility to receive the City's supplemental industrial insurance benefit are incorporated in the Memorandum of Agreement. These standards have previously been accepted by the City's other Unions, and they relate to the need for employees to cooperate in attending necessary medical appointments and meetings and accepting appropriate modified or alternative duty.

K. INCORPORATION OF INTERIM CHANGES

Several provisions were amended to incorporate changes that were agreed to during the term of the contract, including: Section 1.4, relating to the full-time Guild President position; Section 4.3, relating to longevity pay for rehires; Section 5.6, relating to overtime for off-duty telephone calls; Section 5.11, relating to off-duty employment and return to duty; and Section 13.3, relating to long-term disability insurance.

If you have additional questions regarding this Agreement, please contact Fred Treadwell at 684-7871 or Lenee Jones at 684-0810.

FT:LJplm

Attachments

ftljplm/g:laborakord\SPOG2000CBAcoverletter.doc/06/13/2000

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LEGISLATION ATTACHMENT LIST

Department	Contact Person/Phone	Legislation Title
ESD, Personnel Division Labor Relations Unit	Fred Treadwell (684-7871) Lence Jones (684-0810)	An ordinance authorizing execution of a Collective Bargaining Agreement effective through December 31, 2002, between the City of Seattle and the Seattle Police Officers' Guild, superseding inconsistent ordinances, and providing payment therefor.

ATTACHMENT LIST:

Attachment 1: A Memorandum of Agreement by and between the City of Seattle and the Seattle Police Officers' Guild that executes a Collective Bargaining Agreement to cover the term from January 1, 2000, through December 31, 2002. The Memorandum of Agreement explains and interprets provisions of the Collective Bargaining Agreement. Attached to the Memorandum of Agreement are two position descriptions for: Detective Aides and Storefront Volunteers/Employees.

Attachment 2: A Collective Bargaining Agreement Bill Draft between the City of Seattle and Seattle Police Officers' Guild, effective through December 31, 2002.

(Note: Exhibit or Attachment Lists may be on a separate sheet of paper following the last page of the document of legislation, or may be typed at the bottom of the last page, underneath the final signature (depending upon how much space is available.)

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FISCAL NOTE

Department:
ESD, Personnel Division
Labor Relations Unit

Contact Person/Phone:
Fred Treadwell (684-7871)
Lenee Jones (684-0810)

CBO Analyst/Phone:
Bob Vogler (684-8080)
Greg Peterson (684-8075)

Legislation Title: An ordinance authorizing execution of a three-year Collective Bargaining Agreement between the City of Seattle and Seattle Police Officers' Guild, which will provide wage adjustments and conditions of employment effective through December 31, 2002; superseding inconsistent ordinances and providing payment therefor.

Summary of the Legislation: Approves a three-year Collective Bargaining Agreement with Seattle Police Officers' Guild and negotiated pay increases and benefit plan agreements.

Background (including justification for the legislation and funding history, if applicable): Pursuant to RCW 41.56 and SMC 4.04.120, the City bargained these Agreements within the parameters set forth by the Labor Relations Policy Committee.

Sustainability Issues (related to grant awards): None.

Estimated Expenditure Impacts: A 3.5% wage increase effective January 5, 2000; a 3.5% wage increase effective January 3, 2001; and a 3.5% wage increase effective January 2, 2002. A 3.5% Deferred Compensation match effective the first pay period of July in the year 2002. The three-year cumulative cost of this Collective Bargaining Agreement is \$264,276,571.

Estimated Revenue Impacts: None.

Estimated FTE Impacts: None.

Do positions sunset in the future? No. If so, when?

Other issues (including long-term implications of the legislation): None.

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and
THE SEATTLE POLICE OFFICERS' GUILD

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1. The dollar loss reporting threshold for secondary operators in the Communications Center shall remain \$1,500 for car prowls and \$500 for other crimes. This dollar loss reporting threshold was first established by a Memorandum of Agreement dated December 12, 1996, and it was not intended that it would supplant the Telephone Reporting Unit functions.
2. The parties have previously agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties Collective Bargaining Agreement effective January 1, 2000, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.
3. The parties have previously agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
4. Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided in SMC 4.44.020, hereinafter referred to as supplemental benefits, which exceeds the rate required to

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be paid by state law. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

5. **Already-Implemented Health Care Changes** - The changes in health care coverage resulting from the City's change to self-insurance shall be maintained during the term of the Collective Bargaining Agreement.
6. **Changes in Health Care Plan Third-Party Administrators and/or Provider Networks** - During the term of the Collective Bargaining Agreement and consistent with Section 11.11 of the Agreement, the City shall have the right to contract with and/or change one or more third-party administrators for health care benefit plans and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain substantially similar to the current level of benefits. The City shall provide the Guild with at least 30 days written notice of any change of provider networks and/or third party administrators.
7. The parties agree that the following shall be agenda items for discussion by the Labor-Management Committee: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an Employee Involvement Committee.

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 3

8. Transfers - The Collective Bargaining Agreement calls for the use of a Disciplinary Review Board (DRB) to hear appeals of disciplinary action and defines as disciplinary action "Suspensions, demotions, terminations, and disciplinary transfers identified by the City." If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the normal grievance procedure.
9. The provisions of Section 3.6A apply only to complaints received after the execution of the Collective Bargaining Agreement.
10. Office of Professional Accountability (OPA) Review Board - The OPA Review Board Auditor position and the right of the Review Board to recommend further investigation of an Internal Investigations Section (IIS) complaint shall be subject to the following provisions:
 - A. The City agrees that the IIS Auditor position shall be continued in effect with its current authority but may be renamed the OPA Auditor, with the clarification that the Auditor may audit all OPA cases involving Guild bargaining unit members.
 - B. The Guild agrees that the City will implement a civilian OPA Review Board with at least three members to be appointed by the City Council at the conclusion of the process outlined in paragraph "D" below.
 - C. The OPA Review Board shall have the following powers with respect to complaints lodged against Guild bargaining unit members:
 1. To review all redacted 2.7 complaint forms with classification noted;
 2. To render a final and binding decision in those cases referred by the Auditor in which there is a dispute between the Auditor and the OPA Director concerning whether further investigation of a case file is warranted; and
 3. To request and review closed, redacted case files.
 - D. Upon ratification of the Collective Bargaining Agreement, the parties shall commence interest-based negotiations over:
 1. The composition of the OPA Review Board;

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2. Eligibility for appointment to the OPA Review Board;
3. Confidentiality issues;
4. The basis on which further investigation may be requested;
5. The impacts on employee discipline, if any;
6. Any reporting to accomplish the OPA Review Board's mission; or
7. Any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within 60 days or six meetings, whichever comes sooner, either party may advance remaining issues to final and binding interest arbitration pursuant to the criteria of RCW 41.56 et seq. The time limits in this paragraph may be extended by mutual written agreement of the parties. A single arbitrator shall be selected using the same procedure as set forth in the Collective Bargaining Agreement. The parties will be precluded from asserting during this proceeding that any of the issues listed in this paragraph are not proper subjects for interest arbitration.

- E. Upon completion of the process set forth in paragraph "D" above, the City shall amend its ordinances related to police oversight so as to harmonize with its terms.
 - F. Only the Chief of Police, or his/her designee under the circumstances set forth in the Collective Bargaining Agreement, may impose discipline on bargaining unit members.
11. Equal Employment Opportunity (EEO) Investigations – The Department may assign the responsibility for EEO matters, including investigations, outside the Internal Investigations Section; provided the investigation is conducted in accordance with the Collective Bargaining Agreement; and provided any questioning of bargaining unit members is conducted by an EEO investigator who is a sworn member with the civil service rank of sergeant. If the subject of the complaint is the EEO Investigator, the questioning shall be conducted by a sworn member other than the EEO investigator.

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 5

All disputes regarding the application or interpretation of this Memorandum of Agreement shall be adjudicated in accordance with the provisions of the grievance procedure in the parties' Collective Bargaining Agreement.

Signed this ____ day of _____, 2000.

SEATTLE POLICE OFFICERS' GUILD THE CITY OF SEATTLE

Mike Edwards
President

Fred Treadwell
Labor Negotiator

FT:ljplm

Attachments: Detective Aides Job Description
Storefront Volunteers/Employees Job Description

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DETECTIVE AIDES

Assist sworn detectives by performing certain non-field work functions. At the direction of a detective or sworn supervisor, a detective aide may perform the following tasks:

1. Process arrest reports and citations.
 - 1.1 Coordinate and arrange witness interviews conducted by a detective.
 - 1.2 Obtain booking numbers.
 - 1.3 Check court dates, times, and locations.
 - 1.4 Obtain photographs to be selected and assembled by a detective into a photo montage.
 - 1.5 Retrieve documents and records and other items.
2. Respond to telephone calls and receive visitors.
 - 2.1 Provide authorized information regarding the Department's investigative policies and procedures on various programs.
 - 2.2 Screen and refer visitors and telephone calls to the appropriate person.
3. Run criminal histories, Department of Corrections checks, and other records checks.
4. Perform computer operations.
 - 4.1 Perform data entry using word processors, spreadsheets, and other programs using personal computers or computer terminals.
 - 4.2 Assist employees in computer operations and procedures.
5. Locate witnesses and suspects through the use of computer programs, library resources, and other means that do not require field work.
6. Record, post, or log specific information; prepare tallies of documents.
7. Process impounded and found property.
8. Maintain logs and prepare statistical data concerning crimes investigated by the detectives to which the detective aide is assigned.
9. Assist a detective or other sworn employee in clearing evidence.

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STOREFRONT VOLUNTEERS/EMPLOYEES

1. Provide information to citizens in the Seattle Police Department (SPD). Provide information concerning the resources of SPD, the options available if a matter is handled through SPD, and the procedures that SPD will generally follow in processing certain types of cases.
2. Provide referrals to organizations/individuals within SPD, and/or other community agencies.
3. Take written reports only of the same type now taken by secondary operators in Communications and by Community Service Officers, where the following circumstances apply:
 - 3.1 The loss is under \$500.
 - 3.2 There is no evidence.
 - 3.3 The crime is not a crime against a person.
 - 3.4 There is no suspect information.
 - 3.5 No firearm is taken.
 - 3.6 The crime is not one of domestic violence or racially, sexually, or politically motivated.
4. Not be attired in a police uniform.
5. Not perform any duties relating to crime scene processing and crime scene investigation.

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2002

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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 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be placed on authorized leave of absence by the City in order to work in the Guild office on a full-time basis. The City shall be reimbursed in full by the Guild, monthly, for all compensation paid (including salary and the cost of all City-paid benefits) to the Guild President during the period of absence. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. During any such return to regular duty, all compensation (including salary and the cost of all City-paid benefits) shall be paid by the City. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the leave of absence shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to the leave of absence. The provisions of this Section 1.4 shall be construed in accordance with RCW 41.26.520 (2).
- 1.5 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, earthquake, 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 on-duty time 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. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 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.
- 1.7 The Guild officials shall furnish the Chief of Police or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

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ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 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 pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid 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. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee 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, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

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.

- 2.2 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.
- 2.3 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. In addition, the City agrees to deduct from the pay check of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid 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.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

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**ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, AND
INTERNAL INVESTIGATION PROCEDURES**

- 3.1 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 consistent with the employee's constitutional rights. Disciplinary action shall be for just cause.
- 3.2 Written reprimands may be appealed directly to Step 2 of the grievance procedure of the Agreement; however, such appeal shall not progress beyond Step 2 of the grievance procedure. 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. The merits of a written reprimand that has previously been the subject of a timely grievance that was denied can be raised at a subsequent proceeding where the written reprimand is used as a basis for discipline.
- 3.3 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.
- 3.4 The parties agree that the current administrative review process shall be amended to become an early warning system. No later than ninety (90) days after the execution of this agreement, the parties agree to begin negotiations over the components of the early warning system. The parties are free to make whatever proposals they wish with respect to the structure and elements of the early warning system, and the relationship of the early warning system to other processes and systems in place in the Department. The parties agree to use their best efforts to bring about an expeditious resolution of the negotiations, and in no case will the negotiations last longer than sixty (60) days from their



commencement. Should the negotiations not culminate with an agreement, the parties agree to submit the matter immediately to interest arbitration over the mandatorily negotiable elements and impacts of an early warning system. The current administrative review system shall remain in place until the conclusion of the negotiations, or, if necessary, interest arbitration.

3.5 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 sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the disciplinary sanction being considered by the Chief. The City shall also notify the employee of the employee's right to a due process hearing before the Chief. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date.
- B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.
- C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five business days or more, the due process hearing may be held before the Acting Chief.
- D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. The Police Department's Human Resources Director and Legal Advisor may be present at the hearing.
- E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.
- F. Unless further investigation is deemed necessary, the Chief shall make the final decision as to whether charges should be sustained, and if so, what



discipline, if any, should be imposed, after considering the information presented in any due process hearing.

G. Disciplinary Review Board

1. If a suspension, demotion, termination, or a transfer identified by the City as disciplinary in nature is challenged, the discipline may be challenged through the Public Safety Civil Service Commission or through the Disciplinary Review Board (DRB), but not through both. A suspension, demotion, termination, or transfer identified by the City as disciplinary in nature cannot be challenged through the grievance procedure. The DRB shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be.
2. The Guild shall have thirty (30) days after discipline is imposed to notify the City of its decision to appeal discipline to the DRB.
3. The DRB shall be comprised of five (5) voting members. Two members of the DRB shall be appointed by the City, and two members of the DRB shall be appointed by the Guild. The Guild appointees must be members of the Guild's bargaining unit. The City's appointees shall hold at least the rank of Lieutenant.
4. The Chairperson of the DRB shall be selected from a pool of arbitrators agreed upon by the parties within 30 days after execution of the agreement. If the parties cannot agree on a pool of arbitrators, the chairperson shall be selected through the arbitrator selection process in the grievance procedure. By mutual agreement, the parties may make changes in the pool of arbitrators. While the chairperson does not have a continuous appointment, the chairperson may be selected by the parties to preside over more than one DRB appeal. The expenses of the Chairperson of the DRB shall be borne evenly by the parties. The Chairperson shall only vote to break a tie vote of the members of the DRB.
5. Guild appointees to the DRB shall be on on-duty status during meetings of the Board and during necessary preparation for Board activities. Board members shall be assigned special duty status to perform necessary preparation for Board meetings. Guild members shall account for their time on a Departmental time sheet. Disputes as to compensation for Guild members serving on the Board shall be resolved by the Chairperson.

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6. In cases of complaints originating from outside the Department, a citizen observer appointed by the Mayor shall have the right to be in attendance at the meetings of the DRB.
7. Other than the Chairperson, DRB members shall have continuous appointments, and shall serve until removed by the party appointing them. If a DRB member is removed while an appeal is pending, the member shall continue to participate in the appeal until the matter is resolved. Provided, however, that a DRB member shall be removed immediately for bias, prejudice or for other cause, as determined by the Chairperson.
8. Any DRB member may excuse himself/herself because of bias, prejudice, or other reason, and is subject to challenge for cause. The Chairperson of the DRB shall resolve all challenges for cause. In the event that a member is unable to participate, either party can elect to proceed with the remaining members or can elect to choose a replacement member. If the replacement member is necessary, the party needing the replacement member shall name the replacement DRB member.
9. The hearing before the DRB shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript. If neither party wishes that a transcript be prepared, but the Chairperson does, and if there is a tie vote on the disposition of the case, the parties shall evenly split the cost of the preparation of a transcript.
10. DRBs 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. The Legal Advisor may be present. The DRB 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, and shall issue subpoenas as necessary. The DRB may only consider evidence which was introduced during the hearing.
11. The decision of the DRB shall be rendered in writing no later than thirty (30) days following the conclusion of the hearing. The DRB's decision shall be final and binding, and additional appeals through the grievance process or the Public Safety Civil Service Commission shall be foreclosed.



12. Except for the subject employee, an employee ordered by the Chairperson to attend a DRB hearing (provided for in this Section) as a witness during his/her off-duty time shall be compensated in accordance with Section 5.5 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.5, as approved by the Chairperson.
13. In the event the City receives simultaneous appeals of the same disciplinary action through an appeal to the Public Safety Civil Service Commission and to the Disciplinary Review Board (DRB), the City shall provide notice of the simultaneous appeals to the Guild. If both appeals are still pending after fourteen (14) days from the receipt of such notice by the Guild, the appeal to the DRB shall be deemed withdrawn.

3.6 Internal Investigations Procedures

- A. Except in criminal cases or where notification would jeopardize the investigation, the Internal Investigations Section shall notify the employee of the receipt of a complaint, including the basic details of the complaint, within five (5) days after receipt of the complaint. The Department shall furnish the employee and the Guild with a classification report no later than ten (10) days after notification to the employee of the complaint. The classification report shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., IIS investigation or line investigation). No employee may be interviewed until the employee has been provided the classification report. Except in cases where the investigation is a criminal investigation or where the employee fails to comply with the IIS investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the employee has been furnished the classification report. If the City cannot immediately identify the employee who is the subject of the complaint, the City will provide the required notifications to the Guild. Once the City identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the one-hundred eighty (180) day time limit provided in this section shall be temporarily held in abeyance if 60 days have elapsed without identification of the employee. The one-hundred eighty (180) day time limit will start from the point where it was held in abeyance (i.e., at Day 61) when the City identifies and notifies the employee of the complaint. The Guild will be contemporaneously notified whenever



the notification process has stopped due to the City's inability to identify the employee who is the subject of the complaint, and will be notified contemporaneously whenever the City subsequently is able to identify the employee.

- B. When a named employee is to be interviewed relative to a complaint against him/her, that employee 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. The named employee is obligated to participate in and respond to questions asked during the interview.

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

- C. 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.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in-person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

D. Internal Investigations Interviews

1. The Department shall conduct in-person interviews of the named employee and any witness who is a member of the Guild's bargaining unit. Such interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements.
2. In cases other than those involving allegations of violations of law, at least three business days and no more than thirty days prior to the



interview, the City shall provide notice to the employee and the Guild of the interview. In cases involving allegations of violation of law, the minimum notice shall be one business day. The notice shall include all notice required by Appendix F, Section A, of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned.

3. If, during the course of the interview, the City believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the City may continue the interview in the new area after providing the employee with the notice required in 3.6D(2), unless otherwise agreed by the City, the Guild and the employee.
 4. The Guild will be allowed reasonable on-duty release time for a Board member or shop steward to provide representation requested by the employee during the questioning.
 5. Persons in attendance at interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two persons), the IIS investigator(s) assigned to the case and one IIS command staff member (no more than three persons), and a court reporter or stenographer, if requested.
 6. All interviews shall be tape recorded and transcribed unless the employee objects. Interviews that are not tape recorded for transcription by IIS shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.
 7. If the interview is tape recorded by the Department, the employee and/or the Guild shall have the right to make an independent tape recording of the interview, a copy of which shall be made available to the Department upon request. The Department shall provide the Guild a copy of the transcript of the tape recording made by IIS at no cost within ten days after completion of the interview.
- E. Timing of Investigations - 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, except:

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1. in cases of criminal allegations, or
 2. where the named employee conceals acts of misconduct, or
 3. for a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.
- F. The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint to determine whether there is sufficient information to proceed with a full investigation of the complaint.
- G. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the Internal Investigations Section, Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, and the Chief of Police. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- H. 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.
- I. 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. If an employee has appealed discipline to the DRB, the employee shall be allowed to access the investigatory portion of the internal investigation file related to the discipline of that employee on the incident involved in the appeal.
- J. 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 which are not sustained to the extent that the circumstances may reasonably allow. To the extent allowable by law, the City shall redact from internal disciplinary proceedings files and Internal Investigations Section files personal identifying information. The City shall immediately notify an employee of requests made by other than the individuals identified in 3.6G for access to internal disciplinary proceedings files and Internal Investigations Section files concerning the employee.
- K. 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.

- 3.7 Opinions will routinely be sought from the named employee's Sergeant and Lieutenant regarding the recommended disposition and discipline for sustained complaints of misconduct. Such opinions will be documented in the IIS case file. Any issues regarding this section will be raised with the Chief of Police or his/her designee, but will not be subject to the grievance procedure.
- 3.8 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.
- 3.9 The Department policy on citizen and internal complaint procedures (SPD Manual Chapter 1.117) is hereby incorporated herein by reference.



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ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority 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.
- 4.2 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. The employer shall notify the employee of any request by the media, by Public Disclosure Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
 - 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/her decision.
- 4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two years the Employer rehires 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 the employee 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 longevity pay, 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 employee's past service time.

4.4 **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.

4.5 **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 Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.

4.6 **In-Service Training**

A. The Department shall initiate on-going training in 2000. Commencing with the third year of this Agreement, the Department will provide a minimum of 32 hours of training per member per year, which shall include but is not necessarily limited to:

1. Firearms and Use of Force.
2. Diversity and Ethics Training.
3. Emergency Vehicle Operation.
4. Defensive Tactics.
5. First Aid, as required to maintain certification.

B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.

C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).



D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her chain of command. The Department will have 60 days to remedy the situation.

E. Members shall be required to report in writing any approved training course they take.

4.7 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.

4.7.1 Parking - During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

4.9 The Employer and the Guild shall establish a Labor-Management Committee ("LMC") composed of an equal number of Employer and Guild representatives, not to exceed a total of eight members.

A. The Chief of Police or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Guild members.



C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at LMC meetings in the absence of regular members.

- 4.9.1 The LMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.
- 4.9.2 A party may have such resource persons attend meetings of the LMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.
- 4.9.3 All decisions of the LMC shall be reached by consensus. No decision of the LMC shall be in conflict with the collective bargaining agreement. Any decision of the LMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.
- 4.10 Employee Involvement Committees - The parties agree to use the Employee Involvement Committee ("EIC") process to address workplace issues. The Labor-Management Committee shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the Labor-Management Committee on the respective workplace issues.

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ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 **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 for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, 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 patrol, Canine, Mounted, Harbor 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 Harbor 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. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of 102 hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.
- 5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work in more than one day in excess of the normal work week.
- 5.1.2 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 patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.
- 5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.
- 5.2 **Alternative Shifts** - The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a Labor-Management Committee process that may include an EIC, as described in Section 4.10.



- 5.3 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 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 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. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) 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.

An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

- 5.4 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 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/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. 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.
- 5.5 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 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 1/2) rate of pay on an hour-by-hour basis.



- B. If the session starts two and one-half (2 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 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 (1 1/2) 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/her 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 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/her 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.

5.6 Overtime Pay for Off-duty Telephone Calls - As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1 1/2) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have

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made the call while on duty. Time spent returning a call in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved standby status will not receive overtime pay for telephone calls under this section.

5.7 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. 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.
- D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.8 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. The Employer and the Guild agree that the issuance of a pager 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 pager. It is agreed that the Homicide Unit will be on standby at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on standby and will be issued a pager. 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.

- C. 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.

5.9 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 being paid the greater of the minimum call back payment (three [3] hours at time and one-half [1 1/2]) or overtime at the double time rate for the actual time worked on the callback.
- B. Employees shall not be placed on standby on days off adjacent to a vacation period unless emergency conditions exist.

- 5.10 Canine** - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one (1) hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four consecutive days.

5.11 Off-duty Employment and Return to Duty

- A. If an off-duty officer engages in a self-initiated law enforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off-duty employer until the end of the off-duty shift and will not be paid by the City.



B. Under the following circumstances, an officer working off-duty will be paid hour-for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
2. The officer is continuing to perform law enforcement activity that was self-initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1 1/2) for the actual time worked performing the Department duty.

D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

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ARTICLE 6 - SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective January 5, 2000, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3321	\$3454	\$3591	\$3850	\$4024	\$4181	\$4389	\$4702
Police Sergeant	\$4840	\$5048	\$5408					

B. Effective January 3, 2001, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3437	\$3575	\$3717	\$3985	\$4165	\$4327	\$4543	\$4867
Police Sergeant	\$5009	\$5225	\$5597					

C. Effective January 2, 2002, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
Police Officer	\$3557	\$3700	\$3847	\$4124	\$4311	\$4478	\$4702	\$5037
Police Sergeant	\$5184	\$5408	\$5793					

- 6.2 The Guild may reopen negotiation on wages for the second year of the contract in the event the June 1999 to June 2000 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).
- 6.3 The Guild may reopen negotiation on wages for the third year of the contract in the event the June 2000 to June 2001 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).
- 6.4 Effective July 3, 2002, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. The total available City matching contribution for calendar year 2002 shall be 3.5% of the top step base salary of Police Officer received after July 3, 2002. In the event that the City is unable to provide a deferred compensation match because



such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

- 6.5 The City may hire up to thirty new employees per year, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step six, depending upon prior experience. Provided, however, that if the City hires an additional employee at a step higher than the entry level step it must immediately advance all employees at a step lower than the step at which the additional employee is hired to the pay step of the new employee.
- 6.6 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>Effective January 5, 2000:</u>		
Detective, while assigned from any classification in Section 6.1	4%	\$188
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%	\$423
Detective-Homicide, while assigned from any classification in Section 6.1	6%	\$282
Diver, while assigned from any classification in Section 6.1	3%	\$141
Motorcycle Officer, while assigned from any classification in Section 6.1	3%	\$141
Radio Dispatcher, while assigned from any classification in Section 6.1	3%	\$141
Canine Officer, while assigned from any classification in Section 6.1	3%	\$141



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ERT Member, while so assigned
from any classification in
Section 6.1

3%

\$141

Hostage Negotiator, while
so assigned from any
classification in
Section 6.1

3%

\$141

Academy Instructor, while so assigned
from any classification in Section 6.1

3%

\$141

Non-Patrol, while so assigned
from any classification in Section 6.1

1.5%

\$71

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

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 five (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 6.1. There will be no pyramiding of specialty pays.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

- 6.7 Longevity premiums based upon the top pay step of the classification, Police Officer, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Effective January 5, 2000 (Employees hired prior to December 25, 1996):



<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	\$94
Completion of ten (10) years of service	4%	\$188
Completion of fifteen (15) years of service	6%	\$282
Completion of twenty (20) years of service	8%	\$376
Completion of twenty-five (25) years of service	10%	\$470
Completion of thirty (30) years of service	12%	\$564

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
Completion of seven (7) years of service	2%	\$94
Completion of ten (10) years of service	4%	\$188
Completion of fifteen (15) years of service	6%	\$282
Completion of twenty (20) years of service	8%	\$376
Completion of twenty-five (25) years of service	10%	\$470
Completion of thirty (30) years of service	12%	\$564

PATROL LONGEVITY

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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:

Effective January 5, 2000 (Employees hired prior to December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	\$94
Completion of ten (10) years of service	6%	\$282
Completion of fifteen (15) years of service	11%	\$517
Completion of twenty (20) years of service	12%	\$564

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
Completion of seven (7) years of service	2%	\$94
Completion of ten (10) years of service	6%	\$282
Completion of fifteen (15) years of service	11%	\$517
Completion of twenty (20) years of service	12%	\$564

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



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or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

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ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 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.

7.2 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 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.

7.3 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, Motorcycle, SPU, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and Gang Unit), 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 7.3B 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.

7.4 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.

7.5 Firearms Required/Qualifications

- A. No employee shall be required to work without a firearm except as provided below:
 - 1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
 - 2. 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 employee'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.
- B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the

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Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

- 7.6 **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 Investigations Bureau.
- 7.7 **Menial Tasks** - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 **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



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the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

- 7.9 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.

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.

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

- 7.11 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.

- 7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

7.13 Written Supervisory Assessments.

- A. The City may implement a performance evaluation system during the term of this Agreement, subject to the following conditions.
- B. The City shall provide the Guild with sixty (60) days notice of implementation of any performance evaluation system, and will contemporaneously provide the Guild with a copy of the written supervisory assessment document. The Guild will have the right to submit comments on the performance evaluation system and written supervisory assessment document.
- C. Except as otherwise provided, written supervisory assessments may not be used by the City in making decisions concerning discipline, promotions, transfers, or assignments.



1. If an employee or the Guild contends in the disciplinary process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced for the limited purpose of showing that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory assessment for the limited purpose of showing that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.
2. If an employee or the Guild contends in the promotional, transfer, or assignment process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced to show that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory assessment to show that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.
3. Nothing precludes the City from utilizing the facts that may be contained in a written supervisory assessment and/or the documents other than written supervisory assessments supporting such facts in making decisions concerning discipline, promotions, transfers, or assignments. There shall be no grievances challenging the use of such facts or documents.

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ARTICLE 8 - HOLIDAYS

8.1 Employees covered by this Agreement shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, for a total of 96 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.

8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.

8.3 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 (1 1/2) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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/her 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/her holiday time off.

8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. When a LEOFF I

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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.

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

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ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight-hour days.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
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	.....0845	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	.....1076	28	..... 28	(224)	448
58241 through 60320	.....1115	29	..... 29	(232)	464
60321 and over	.....1153	30	..... 30	(240)	480

- 9.4 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.

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- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 9.6 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.
- 9.7 "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.
- 9.8 The minimum vacation allowance to be taken by an employee shall be one-half (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.
- 9.9 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.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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.
- 9.12 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. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, 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.

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- 9.13 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.
- 9.14 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.
- 9.15 All requests for vacation time of ten (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.

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ARTICLE 10 - PENSIONS

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

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ARTICLE 11 - MEDICAL COVERAGE

- 11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.
- 11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.
- 11.3 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.
- 11.4 For the calendar years 2000, 2001, and 2002 during the term of this Agreement, the City shall pay one hundred percent (100%) of the Regence Blue Shield Plan's monthly premium for the medical care programs cited in Sections 11.2 and 11.3. 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.
- 11.5 For the calendar years 2000, 2001, and 2002 during the term of this Agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Group Health Cooperative 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 2000, 2001, and 2002. 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 2000, 2001, and 2002.
- 11.6 Effective January 1, 1997, the Regence Blue Shield Plan shall consist of a preferred provider organization and a managed prescription drug program as follows:
- A. Lifetime maximum benefit: \$1,000,000
 - B. For services received within the preferred provider network:



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. For services received outside the preferred provider network: Benefits are paid at 60% of usual, reasonable and customary charges up to \$4,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year. Regardless of whether an employee receives care within or outside of the preferred provider network, the amount paid by the employee, excluding deductibles, shall not exceed \$1,600 per person.

- C. Deductible for care provided within the preferred provider network: \$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. Deductible for care provided outside the preferred provider network: \$150 per covered person per calendar year and \$450 per family. The deductible is payable by the employee before any benefits of the plan, as described above, are payable. Regardless of whether an employee receives care within or outside of the preferred provider network, the total deductible paid by the employee shall not exceed \$150 per covered person per calendar year and \$450 per family.
- D. Employees using health care providers on December 31, 1996, who are not within the preferred provider network shall have one year to change to health care providers who are within the network before receiving any reduction in health insurance benefits.
- E. The above medical plan will include chiropractic care.
- F. 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.
- G. Inpatient psychiatric treatment is paid at 80% up to eight days per year; outpatient psychiatric treatment is paid at 50% up to twelve visits per year.
- H. Prescription drug purchases from designated participating pharmacies will be subject to copays of \$5/10/25 for a thirty day supply. Prescription drug purchases of a 90-day supply from the designated mail-order pharmacy will be subject to a double copay. The City shall appoint an individual to administer all questions and disputes arising out of the prescription drug formulary to be implemented on January 1, 1997, and shall provide all employees with the name and telephone number of the individual so appointed. Prescription drug purchases within the plan shall be paid at the 100% rate, subject to the co-pays described in this section.

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- 11.7 Employees under the age of 65 who retire shall be entitled to participate in the medical plans offered to active Guild members. The retiree Regence Plan shall have the Preferred Provider Option. 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.

Retirees must select a particular medical option which will remain in effect until age 65. Retirees must elect coverage within thirty (30) days of their LEOFF retirement or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty (30) days of their separation from City service. Retirees can 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; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents 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.

- 11.8 The City has the right to continue its comprehensive utilization review program under the Regence 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.

- 11.9 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.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 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.

11.11 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 11.2, 11.3, and 11.9.

11.12 Gainsharing - The City and the Guild acknowledge that health care cost containment is an important goal in insuring that members of the bargaining unit continue to enjoy the current level of City paid health care benefits by taking the following actions:

A. Within sixty (60) days after the execution of the collective bargaining agreement, the LMC shall charter a cost containment committee. This Committee shall study and recommend various ways to maintain health care costs, including but not limited to improving lifestyle choices for members of the bargaining unit.

B. Among the cost containment processes to be studied by the Committee will be the following:

1. A physical fitness program for bargaining unit members.
2. Making bargaining unit members "smart consumers" of health care, including the monitoring of hospital and other health care provider bills.
3. The consideration of alternate treatment modalities for certain types of illnesses and conditions.
4. By September 1, 2000, the City's health care consultant shall compare the bargaining unit members' and their eligible dependents' claims experience for July 1, 1998, to June 30, 1999, with the experience for July 1, 1999, to June 30, 2000. If the claims experience improves by ten percent (10% or more year over year, the Committee shall make a recommendation to the City and the Guild as to the disposition of the additional funds. If the



parties are unable to agree upon the implementation of the Committee's recommendation or a modification thereof, the matter shall be submitted to the negotiation process for the successor to this agreement.

11.13 Voluntary Employee Benefit Association (VEBA) - A VEBA shall be established and administered by the Guild to provide for the payment of health care premiums for employees. The City's contributions shall be limited to the cashout of vacation, compensatory time and sick leave that retiring or separating employees are currently entitled to cashout. Only retiring employees shall be entitled to cashout sick leave and the cashout shall be at twenty-five percent (25%). Implementation of the VEBA shall be contingent upon the Guild obtaining a letter ruling from the Internal Revenue Service approving the VEBA. In addition, the Guild shall indemnify, hold harmless and defend the City from any and/or all litigation and liability arising from the promulgation, implementation and operation of the VEBA.

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ARTICLE 12 - DENTAL CARE

- 12.1 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.
- 12.2 For the calendar years 2000, 2001, and 2002, 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 2000, 2001, and 2002. The per person annual maximum benefit shall be one thousand five hundred dollars (\$1,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and 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 \$2,000 in benefits for each eligible individual. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

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ARTICLE 13 - SICK LEAVE AND LONG TERM DISABILITY

- 13.1 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 13.4 below.
- 13.2 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 13.4 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.
- 13.3 Under the terms of the parties' Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.
- 13.4 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 13.2 above.

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- 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.

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ARTICLE 14 - FALSE ARREST INSURANCE

14.1 The City shall provide false arrest insurance either through self-insurance or an insurance policy which conforms to the policy attached hereto as Appendix D 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.

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

6. d. paragraph 3.

It is further understood and agreed, as reflected by the inclusion of the Seattle Police Officers' Guild and any member in good standing as a Name Insured, 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 determined by the Chief of Police or his/her designee in accordance with the current practice. This decision shall be subject to the grievance procedure.

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

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ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 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.

- 15.2 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.
- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 15.4 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 or 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. Rules restricting the lawful off-duty conduct of employees shall be



authorized by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

- 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.

15.5 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 extraordinary police enforcement activity.

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ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 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/her assigned duties to the best of his/her 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.
- 16.2 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.

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ARTICLE 17 - RETENTION OF BENEFITS

- 17.1 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.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 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.
- 18.2 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.

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ARTICLE 19 - SAVINGS CLAUSE

19.1 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.

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ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 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.
- 20.2 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.

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ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2002. 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 2002 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the Labor-Management Committee and the parties have been unable to reach agreement on the issue during Labor-Management Committee discussions.

Signed this _____ day of _____, 2000.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance _____

President

Mayor

Vice President

Secretary/Treasurer



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APPENDIX A - GRIEVANCE PROCEDURE

- A.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. There shall be no change in the nature of any grievance after it is submitted. Any other type of dispute between the parties as well as disputes involving 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.

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

Step 1

Any grievance not regarding a suspension, demotion or termination shall be submitted by the aggrieved employee to 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 fifteen (15) calendar days of the date the grievance was submitted to the employee's immediate supervisor, 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, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her immediate supervisor, and the remedy sought. The Guild shall submit the written grievance to the Chief of



Police or his/her designee within forty-five (45) calendar days of the submittal of the grievance at Step 1, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall designate who shall respond to the grievance on behalf of the Department.

Step 3

If the grievance is not resolved pursuant to Step 2 above or if the grievance concerns a suspension, demotion or termination, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within sixty (60) calendar days of the submittal of the grievance at Step 1. A grievance regarding a suspension, demotion or termination shall be filed by the Guild within fifteen (15) calendar days of the day the employee knew or should have known of the Department's final decision to impose a suspension, demotion or termination. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

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.



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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/her 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 by the party that does not prevail, 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.
- A.3 The time limits for processing a grievance stipulated in Section A.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 A, Section A.2.
- A.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.



- A.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.
- A.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.
- A.7 A grievance decision at any step of the procedure in Section A.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 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.
- A.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.
- A.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.
- A.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

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APPENDIX B - FALSE ARREST INSURANCE

- B.1 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.

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APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

- A. The Department policy on firearms (SPD Manual Section 1.11.060) is hereby incorporated herein by reference. While on duty, officers shall be armed with those weapons approved by the Department at the time of the execution of this Agreement.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service revolver he or she had been issued for ten years or more. Upon disability retirement after twenty years of service or more, the request by an employee to purchase the service revolver he or she had been issued for ten years or more shall not be unreasonably denied.
- C. An employee whose request to purchase a revolver is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.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. Employees shall, upon request, be issued two months of their twelve-month allotment of practice ammunition during any sixty-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.
- B. Officers shall be allowed to purchase and use 357 cal. ammunition. 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.

- C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.



APPENDIX D - POLICE OFFICERS' BILL OF RIGHTS

D.1 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 Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. 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 the employee so desires of the nature of the investigation and whether the employee is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint. The employee shall be advised of the right to be represented by the Guild at the interview.
- B. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- C. Any interview (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 interviewed. An attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interview to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of 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 the employee shall request for personal necessities, meals, telephone calls, and rest periods.
- E. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
- G. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

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City of Seattle

Paul Schell, Mayor

Executive Services Department

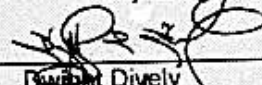
Dwight D. Dively, Director

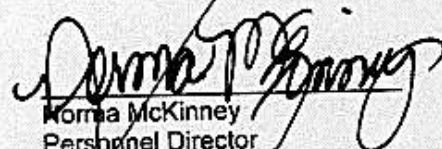
June 23, 2000

TO: Honorable Margaret Pageler, President
Seattle City Council

VIA: Greg Peterson
City Budget Office

FROM:


Dwight Dively
Executive Services Director


Norma McKinney
Personnel Director

SUBJECT: Attached Proposed Ordinance Approving a Collective Bargaining Agreement with the Seattle Police Officers' Guild

The attached proposed ordinance authorizes a Collective Bargaining Agreement effective through December 31, 2002, with the Seattle Police Officers' Guild (SPOG). This Agreement affects one bargaining unit and covers approximately 1,179 City employees. The execution of this ordinance is contingent upon ratification by the bargaining unit.

TERMS OF THE AGREEMENT

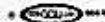
Following the failure of the SPOG membership to ratify an earlier tentative agreement, the parties have again agreed to a new three-year Agreement that will expire on December 31, 2002. In addition to the Collective Bargaining Agreement, the parties will enter into a Memorandum of Agreement (MOA) that will resolve certain issues not addressed in the contract itself. The terms of the parties' tentative agreement that are included in both the Collective Bargaining Agreement and the MOA are described below. The provisions that have changed from the first tentative agreement are wages, paragraph A below, and the Office of Professional Accountability Review Board, paragraph E2 below.

A. WAGES

A 3.5% wage increase effective January 5, 2000; a 3.5% wage increase effective January 3, 2001; a 3.5% wage increase effective January 2, 2002; and a 3.5% Deferred Compensation match effective the first pay period of July in the year

Personnel Division, Dexter Horton Building, 710 Second Avenue, 12th Floor, Seattle, WA 98104-1793
Tel: (206) 684-7664, TDD: (206) 684-7888, Fax: (206) 684-4157, <http://www.ci.seattle.wa.us>

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2002 (Article 6). The Guild may reopen this Agreement for the purpose of negotiating wages for 2001 in the event June 1999 to June 2000 bimonthly Seattle-Tacoma CPI-W exceeds 4%. The Guild may reopen this Agreement for the purpose of negotiating wages for 2002 in the event the June 2000 to June 2001 bimonthly Seattle-Tacoma CPI-W exceed 4%.

B. OVERTIME

An employee on vacation may volunteer for an overtime detail unrelated to their normal assignment and shall receive overtime compensation for the detail (Section 5.3). Employees called back to work from an authorized vacation shall now have the option of receiving double-overtime for the actual hours worked or straight-time pay and a vacation day (Section 5.9).

C. HEALTH CARE

1. **Premiums** - The City shall continue to pay 100% of health care premiums for the Regence and United Health Care plans during calendar years 2001 and 2002. The existing 20% premium sharing for employees in the Group Health plan shall continue (Article 11). The City had previously agreed in a separate Memorandum of Understanding to pay 100% of health care premiums for calendar year 2000 as part of an agreement moving the Guild to self-insurance.
2. **Changing Networks and Administrators** - The City may change provider networks and third-party administrators for health care benefit plans if benefits remain substantially similar to the current level of benefits (MOA, paragraph 6).
3. **Cost Containment Committee** - The new Labor-Management Committee shall charter a cost containment committee to study physical fitness programs, educate officers to be smart consumers of health care, and evaluate treatment alternatives.
4. **Gainsharing** - A gainsharing formula is established to encourage cost containment. If health care claims experience improves by 10% or more year over year, the cost containment committee shall make a recommendation as to the disposition of the additional funds. If the parties are unable to agree on

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the implementation of the recommendation, the matter shall be submitted to the negotiation process for a successor agreement (Section 11.12).

5. **Retiree Plan Enrollment Options** - The timeframes for employees to enroll themselves and their spouses or domestic partners in the retiree health care plans is clarified consistent with the existing policy for other City employees (Section 11.7).

D. VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

A VEBA shall be established and administered by the Guild to provide for the payment of health care premiums for employees. City contributions are limited to the value of time balances that separating or retiring employees are able to cash out (Section 11.13).

E. DISCIPLINE

The following items, 1 through 5, were changes recommended by the Citizens Review Panel on police accountability:

1. **Office of Professional Accountability (OPA)** - The Guild will not object to creation of the position of Director of the Office of Professional Accountability and will withdraw the unfair labor practice complaint that was filed earlier. The current Auditor position shall be continued with the Auditor reporting to the Mayor and Council.
2. **OPA Review Board** - As part of the second tentative agreement was reached to create an OPA Review Board with three members appointed by the City Council. The Board will receive redacted copies of all complaints and may request redacted copies of closed files for review. The Board will have the final authority to determine that further investigation is appropriate upon a request from the Auditor to resolve a dispute with the OPA Director.

Prior to implementation of the OPA Review Board, the following issues must be resolved in further negotiations:

- a) the composition of the OPA Review Board;

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- b) eligibility for appointment to the OPA Review Board;
- c) confidentiality issues;
- d) the basis on which further investigation may be requested;
- e) the impacts on employee discipline, if any;
- f) any reporting to accomplish the OPA Review Board's mission; or
- g) any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within sixty days or six meetings following ratification, whichever is sooner, the remaining issues in dispute will be resolved in interest arbitration.

3. **In-Person Interviews** - All Guild bargaining unit members who are either the subject of a complaint or witnesses in the investigation shall be interviewed in person, rather than being required to submit a written statement (Section 3.6D).
4. **Internal Investigation File Disclosure** - The requirement to maintain the confidentiality of internal investigation files shall not extend to complaints that are sustained. However, to the extent allowable by law, personal identifying information shall be redacted from such files (Section 3.6J).
5. **Administrative Review/Early Warning** - The parties agree to replace the current administrative review process used to address potential patterns of misconduct with an early warning system. Negotiations over the elements of the early warning system will begin no later than ninety days after the contract is signed, and the current system will remain in place until the conclusion of negotiations (Section 3.4).
6. **Equal Employment Opportunity (EEO) Investigations** - EEO investigations will continue to be conducted by a Sergeant, but the responsibility for the investigations may be moved outside the Internal Investigations Section.

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7. **Appeal Procedures** - A new disciplinary appeal process is created. Officers who appeal discipline will no longer have recourse to the internal Complaint Advisory Board or to the grievance procedure. The constitutional requirement to conduct Loudermill hearings for officers facing suspension, demotion, or termination is now specifically addressed in contract language (Section 3.5). Appeal from the final decision of the Chief to impose discipline shall be either to the Public Safety Civil Service Commission or to a new Disciplinary Review Board. The new Board shall be composed of five members: two from the Guild; two from the Police Department; and a neutral, who shall only vote in instances of a tie. As is currently the case with the Complaint Advisory Board, the Mayor shall appoint a citizen observer if the complaint originates from outside the Police Department (Section 3.5G).
8. **Timeline for Investigations** - The timeline for completing internal investigations is modified. Except for criminal investigations, the Police Department will now have 180 days rather than 90 days to complete the internal investigation; and if the investigation is not completed within that period, no discipline will result (Section 3.6A). These timelines shall only apply to complaints received after the execution of the Collective Bargaining Agreement (MOA, paragraph 9).
9. **Written Reprimands** - Unlike most represented employees, SPOG bargaining unit members cannot challenge written reprimands through the grievance arbitration process. However, an employee will now be able to challenge the merits of an earlier written reprimand that is used as a basis for subsequent discipline (Section 3.2).
10. **Bill of Rights** - The Bill of Rights is amended to provide that the employee to be interviewed shall be advised of the right to be represented by the Guild and the scope of that representation is clarified (Appendix D).
11. **Other City Agency Investigations** - A process is provided for the Police Department to order an employee to cooperate in an investigation being conducted by another City agency. If the employee is to be interviewed, the provisions of the contract shall apply (Section 3.6C.1).

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F. IN-SERVICE TRAINING

The Police Department shall initiate ongoing training in 2000. Commencing in 2002, the Department shall provide a minimum of thirty-two hours of training including: firearms and use of force, diversity and ethics, emergency vehicle operation, defensive tactics, and first aid (Section 4.6).

G. LABOR-MANAGEMENT COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

1. **Labor-Management Committee** - A Labor-Management Committee will replace the seldom used Conference Board (Section 4.9). The parties also agreed to discuss several issues as Labor-Management Committee agenda items including: replacing the clothing allowance with a voucher and/or quartermaster system; the procedures relating to personnel files; changing work schedules; firearms qualification; and alternative shifts (MOA, paragraph 7).
2. **Employee Involvement Committees** - The parties will use Employee Involvement Committees (EICs) to address workplace issues and make recommendations to the Labor-Management Committee (Section 4.10).
3. **Alternative Shifts** - Requests for alternative shifts shall first be addressed by the Labor-Management Committee and may involve an EIC (Section 5.2).
4. **Employee Security** - The employment security provision relating to implementation of EIC initiatives that was previously agreed to by most other Unions is incorporated into the contract (Section 4.8).

H. PERFORMANCE EVALUATIONS

Consistent with the recommendation of the Citizens Review Panel, the City can implement a new system for performance evaluations. Prior to implementation, the Guild shall have an opportunity to comment. Written supervisory assessments may not be used in making decisions concerning discipline, promotions, transfers, or assignments. If such a decision is challenged, a written

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supervisory assessment may be introduced to establish that the employee had notice of a performance difficulty (Section 7.13).

I. GRIEVANCE PROCEDURE

1. **Cost of Arbitrator** - The grievance procedure is amended to provide that the cost of the arbitrator shall be borne by the party that does not prevail, rather than shared equally (Appendix A.2C).
2. **Disciplinary Transfer** - If the Guild believes that a transfer that is not identified by the City as disciplinary is, in fact, disciplinary, the Guild may challenge the transfer through the grievance procedure (MOA, paragraph 8).

J. INDUSTRIAL INSURANCE

The standards for employee eligibility to receive the City's supplemental industrial insurance benefit are incorporated in the Memorandum of Agreement. These standards have previously been accepted by the City's other Unions, and they relate to the need for employees to cooperate in attending necessary medical appointments and meetings and accepting appropriate modified or alternative duty.

K. INCORPORATION OF INTERIM CHANGES

Several provisions were amended to incorporate changes that were agreed to during the term of the contract, including: Section 1.4, relating to the full-time Guild President position; Section 4.3, relating to longevity pay for rehires; Section 5.6, relating to overtime for off-duty telephone calls; Section 5.11, relating to off-duty employment and return to duty; and Section 13.3, relating to long-term disability insurance.

If you have additional questions regarding this Agreement, please contact Fred Treadwell at 684-7871 or Lenee Jones at 684-0810.

FT:LJplm

Attachments

ftljplm/g.labor/agord/SPOG2000CBAcoverletter.doc/06/13/2000

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ORDINANCE _____

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3
4 AN ORDINANCE authorizing execution of a Collective Bargaining Agreement
5 effective through December 31, 2002, between The City of Seattle and the
6 Seattle Police Officers' Guild, superseding inconsistent ordinances, and
7 providing payment therefor.

8
9 WHEREAS, a Collective Bargaining Agreement between the City and the Seattle
10 Police Officers' Guild, as the representative of certain employees, expired on
11 December 31, 1999; and

12
13 WHEREAS, said employees continued to work after December 31, 1999, on
14 condition that the subject of their wages was and continued to be negotiated
15 during collective bargaining; and

16
17 WHEREAS, collective bargaining has led to an agreement concerning wages and
18 other conditions of employment between the City and the Seattle Police
19 Officers' Guild, subject to ratification by the membership of the Seattle Police
20 Officers' Guild;

21
22 NOW, THEREFORE,

23
24 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

25
26 Section 1. As requested by the Personnel Director and recommended by the Mayor
27 in the materials attached hereto, the Mayor is hereby authorized for and on behalf of
28 the City to execute a Collective Bargaining Agreement with the Seattle Police
29 Officers' Guild effective through December 31, 2002, substantially in the form
30 attached hereto and identified as "Agreement by and between The City of Seattle
31 and the Seattle Police Officers Guild" with Article 6 thereto setting forth rates of pay
32 for the classes of positions listed therein effective January 5, 2000.

33
34 Section 2. The Police Department is hereby authorized to use unexpended and
35 unencumbered salary funds accumulating in its budget to pay the compensation
36 authorized therein. The Finance Director is authorized to draw pay and pay the
37 warrants drawn from the compensation authorized therein.
38

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Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be enforced thirty (30) days from and after this approval by the Mayor; but if not approved and returned by the Mayor within ten (10) days of presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

PASSED by the City Council of the City of Seattle this _____ day of _____, 2000, and signed by me in open session in authentication of its passage this _____ day of _____, 2000.

President of the City Council

Approved by me this _____ day of _____, 2000.

Paul Schell, Mayor

Filed by me this _____ day of _____, 2000.

City Clerk

(Seal)

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LEGISLATION ATTACHMENT LIST

Department	Contact Person/Phone	Legislation Title
ESD, Personnel Division Labor Relations Unit	Fred Treadwell (684-7871) Lence Jones (684-0810)	An ordinance authorizing execution of a Collective Bargaining Agreement effective through December 31, 2002, between the City of Seattle and the Seattle Police Officers' Guild, superseding inconsistent ordinances, and providing payment therefor.

ATTACHMENT LIST:

- Attachment 1:** A Memorandum of Agreement by and between the City of Seattle and the Seattle Police Officers' Guild that executes a Collective Bargaining Agreement to cover the term from January 1, 2000, through December 31, 2002. The Memorandum of Agreement explains and interprets provisions of the Collective Bargaining Agreement. Attached to the Memorandum of Agreement are two position descriptions for: Detective Aides and Storefront Volunteers/Employees.
- Attachment 2:** A Collective Bargaining Agreement Bill Draft between the City of Seattle and Seattle Police Officers' Guild, effective through December 31, 2002.

(Note: Exhibit or Attachment Lists may be on a separate sheet of paper following the last page of the document of legislation, or may be typed at the bottom of the last page, underneath the final signature (depending upon how much space is available.)

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FISCAL NOTE

Department:
ESD, Personnel Division
Labor Relations Unit

Contact Person/Phone:
Fred Treadwell (684-7871)
Lenee Jones (684-0810)

CBO Analyst/Phone:
Bob Vogler (684-8080)
Greg Peterson (684-8075)

Legislation Title: An ordinance authorizing execution of a three-year Collective Bargaining Agreement between the City of Seattle and Seattle Police Officers' Guild, which will provide wage adjustments and conditions of employment effective through December 31, 2002; superseding inconsistent ordinances and providing payment therefor.

Summary of the Legislation: Approves a three-year Collective Bargaining Agreement with Seattle Police Officers' Guild and negotiated pay increases and benefit plan agreements.

Background (including justification for the legislation and funding history, if applicable): Pursuant to RCW 41.56 and SMC 4.04.120, the City bargained these Agreements within the parameters set forth by the Labor Relations Policy Committee.

Sustainability Issues (related to grant awards): None.

Estimated Expenditure Impacts: A 3.5% wage increase effective January 5, 2000; a 3.5% wage increase effective January 3, 2001; and a 3.5% wage increase effective January 2, 2002. A 3.5% Deferred Compensation match effective the first pay period of July in the year 2002. The three-year cumulative cost of this Collective Bargaining Agreement is \$264,276,571.

Estimated Revenue Impacts: None.

Estimated FTE Impacts: None.

Do positions sunset in the future? No. If so, when?

Other issues (including long-term implications of the legislation): None.

MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE

and

THE SEATTLE POLICE OFFICERS' GUILD

The parties to this Memorandum of Agreement, the City of Seattle ("City") and the Seattle Police Officers' Guild ("Guild"), are contemporaneously executing a Collective Bargaining Agreement to cover the term from January 1, 2000, through December 31, 2002. This Memorandum of Agreement is being reached to explain and interpret provisions of the Collective Bargaining Agreement.

1. The dollar loss reporting threshold for secondary operators in the Communications Center shall remain \$1,500 for car prowls and \$500 for other crimes. This dollar loss reporting threshold was first established by a Memorandum of Agreement dated December 12, 1996, and it was not intended that it would supplant the Telephone Reporting Unit functions.
2. The parties have previously agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties Collective Bargaining Agreement effective January 1, 2000, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.
3. The parties have previously agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
4. Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided in SMC 4.44.020, hereinafter referred to as supplemental benefits, which exceeds the rate required to

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be paid by state law. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

5. **Already-Implemented Health Care Changes** - The changes in health care coverage resulting from the City's change to self-insurance shall be maintained during the term of the Collective Bargaining Agreement.
6. **Changes in Health Care Plan Third-Party Administrators and/or Provider Networks** - During the term of the Collective Bargaining Agreement and consistent with Section 11.11 of the Agreement, the City shall have the right to contract with and/or change one or more third-party administrators for health care benefit plans and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain substantially similar to the current level of benefits. The City shall provide the Guild with at least 30 days written notice of any change of provider networks and/or third party administrators.
7. The parties agree that the following shall be agenda items for discussion by the Labor-Management Committee: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an Employee Involvement Committee.

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 3

8. Transfers - The Collective Bargaining Agreement calls for the use of a Disciplinary Review Board (DRB) to hear appeals of disciplinary action and defines as disciplinary action "Suspensions, demotions, terminations, and disciplinary transfers identified by the City." If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the normal grievance procedure.
9. The provisions of Section 3.6A apply only to complaints received after the execution of the Collective Bargaining Agreement.
10. Office of Professional Accountability (OPA) Review Board - The OPA Review Board Auditor position and the right of the Review Board to recommend further investigation of an Internal Investigations Section (IIS) complaint shall be subject to the following provisions:
 - A. The City agrees that the IIS Auditor position shall be continued in effect with its current authority but may be renamed the OPA Auditor, with the clarification that the Auditor may audit all OPA cases involving Guild bargaining unit members.
 - B. The Guild agrees that the City will implement a civilian OPA Review Board with at least three members to be appointed by the City Council at the conclusion of the process outlined in paragraph "D" below.
 - C. The OPA Review Board shall have the following powers with respect to complaints lodged against Guild bargaining unit members:
 1. To review all redacted 2.7 complaint forms with classification noted;
 2. To render a final and binding decision in those cases referred by the Auditor in which there is a dispute between the Auditor and the OPA Director concerning whether further investigation of a case file is warranted; and
 3. To request and review closed, redacted case files.
 - D. Upon ratification of the Collective Bargaining Agreement, the parties shall commence interest-based negotiations over:
 1. The composition of the OPA Review Board;

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 4

2. Eligibility for appointment to the OPA Review Board;
3. Confidentiality issues;
4. The basis on which further investigation may be requested;
5. The impacts on employee discipline, if any;
6. Any reporting to accomplish the OPA Review Board's mission; or
7. Any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within 60 days or six meetings, whichever comes sooner, either party may advance remaining issues to final and binding interest arbitration pursuant to the criteria of RCW 41.56 et seq. The time limits in this paragraph may be extended by mutual written agreement of the parties. A single arbitrator shall be selected using the same procedure as set forth in the Collective Bargaining Agreement. The parties will be precluded from asserting during this proceeding that any of the issues listed in this paragraph are not proper subjects for interest arbitration.

- E. Upon completion of the process set forth in paragraph "D" above, the City shall amend its ordinances related to police oversight so as to harmonize with its terms.
 - F. Only the Chief of Police, or his/her designee under the circumstances set forth in the Collective Bargaining Agreement, may impose discipline on bargaining unit members.
11. Equal Employment Opportunity (EEO) Investigations – The Department may assign the responsibility for EEO matters, including investigations, outside the Internal Investigations Section; provided the investigation is conducted in accordance with the Collective Bargaining Agreement; and provided any questioning of bargaining unit members is conducted by an EEO investigator who is a sworn member with the civil service rank of sergeant. If the subject of the complaint is the EEO Investigator, the questioning shall be conducted by a sworn member other than the EEO investigator.

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Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 5

All disputes regarding the application or interpretation of this Memorandum of Agreement shall be adjudicated in accordance with the provisions of the grievance procedure in the parties' Collective Bargaining Agreement.

Signed this ____ day of _____, 2000.

SEATTLE POLICE OFFICERS' GUILD THE CITY OF SEATTLE

Mike Edwards
President

Fred Treadwell
Labor Negotiator

FT:ljp/m

Attachments: Detective Aides Job Description
Storefront Volunteers/Employees Job Description

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DETECTIVE AIDES

Assist sworn detectives by performing certain non-field work functions. At the direction of a detective or sworn supervisor, a detective aide may perform the following tasks:

1. Process arrest reports and citations.
 - 1.1 Coordinate and arrange witness interviews conducted by a detective.
 - 1.2 Obtain booking numbers.
 - 1.3 Check court dates, times, and locations.
 - 1.4 Obtain photographs to be selected and assembled by a detective into a photo montage.
 - 1.5 Retrieve documents and records and other items.
2. Respond to telephone calls and receive visitors.
 - 2.1 Provide authorized information regarding the Department's investigative policies and procedures on various programs.
 - 2.2 Screen and refer visitors and telephone calls to the appropriate person.
3. Run criminal histories, Department of Corrections checks, and other records checks.
4. Perform computer operations.
 - 4.1 Perform data entry using word processors, spreadsheets, and other programs using personal computers or computer terminals.
 - 4.2 Assist employees in computer operations and procedures.
5. Locate witnesses and suspects through the use of computer programs, library resources, and other means that do not require field work.
6. Record, post, or log specific information; prepare tallies of documents.
7. Process impounded and found property.
8. Maintain logs and prepare statistical data concerning crimes investigated by the detectives to which the detective aide is assigned.
9. Assist a detective or other sworn employee in clearing evidence.

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STOREFRONT VOLUNTEERS/EMPLOYEES

1. Provide information to citizens in the Seattle Police Department (SPD). Provide information concerning the resources of SPD, the options available if a matter is handled through SPD, and the procedures that SPD will generally follow in processing certain types of cases.
2. Provide referrals to organizations/individuals within SPD, and/or other community agencies.
3. Take written reports only of the same type now taken by secondary operators in Communications and by Community Service Officers, where the following circumstances apply:
 - 3.1 The loss is under \$500.
 - 3.2 There is no evidence.
 - 3.3 The crime is not a crime against a person.
 - 3.4 There is no suspect information.
 - 3.5 No firearm is taken.
 - 3.6 The crime is not one of domestic violence or racially, sexually, or politically motivated.
4. Not be attired in a police uniform.
5. Not perform any duties relating to crime scene processing and crime scene investigation.

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, ~~1999~~2002

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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.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, will assign the Police Officer or Sergeant who is serves as the elected Guild President shall be placed on authorized leave of absence by the City in order 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. The City shall be reimbursed in full by the Guild, monthly, for all compensation paid (including salary and the cost of all City-paid benefits) to the Guild President during the period of absence. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. During any such return to regular duty, all compensation (including salary and the cost of all City-paid benefits) shall be paid by the City. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the leave of absence shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to the leave of absence. The provisions of this Section 1.4 shall be construed in accordance with RCW 41.26.520 (2).
- 1.5 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, earthquake, 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 on-duty time 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. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 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.
- 1.7 The Guild officials shall furnish ~~Police Administration~~ the Chief of Police or his/her designee 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 their assignment~~.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 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 pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid 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. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee 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, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

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.

- 2.2 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.
- 2.3 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. In addition, the City agrees to deduct from the pay check of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid 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.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

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ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, AND
INTERNAL INVESTIGATION PROCEDURES

- 3.1 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 consistent with the employee's constitutional rights. Disciplinary action shall be for just cause.
- ~~3.2 There shall be established a "grievance" procedure. This procedure shall be in accordance with the grievance procedure attached as Appendix "A" and incorporated into this Agreement by this reference.~~
- 3.32 ~~Written reprimands based upon conduct that has not been the subject of a Complaint Advisory Board hearing may be appealed directly to Step 2 of the grievance procedure of the Agreement; however, such appeal shall not progress beyond Step 2 of the grievance procedure. 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. The merits of a written reprimand that has previously been the subject of a timely grievance that was denied can be raised at a subsequent proceeding where the written reprimand is used as a basis for discipline.~~
- 3.43 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.
- 3.54 ~~Any employee who has received three (3) or more investigated complaints of misconduct within a one year period or four (4) or more investigated 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 may 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. The review may also include sick leave use, off duty work permits, accident records, and performance evaluations. 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. The employee shall be notified of the results of the administrative review. The administrative review process is not intended to limit the discretion of supervisors to provide counseling and direction to the employee. The parties agree that the current administrative review process shall be amended to become an early warning system. No later than ninety (90) days after the execution of this agreement, the parties agree to begin negotiations over the components of the early warning system. The parties are free to make whatever proposals they wish with respect to the structure and elements of the early warning system, and the relationship of the early warning system to other processes and systems in place in the Department. The parties agree to use their best efforts to bring about an expeditious resolution of the negotiations, and in no case will the negotiations last longer than sixty (60) days from their commencement. Should the negotiations not culminate with an agreement, the parties agree to submit the matter immediately to interest arbitration over the mandatorily negotiable elements and impacts of an early warning system. The current administrative review system shall remain in place until the conclusion of the negotiations, or, if necessary interest arbitration.~~

3.65 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 Chief or his/her designee, who shall be of the rank of Captain or above, shall immediately notify the employee of such fact together with the disciplinary recommendation and the employee's 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/her 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. by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the disciplinary sanction being considered by the Chief. The City shall also notify the employee of the employee's right to a due process hearing before the Chief. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed~~

discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date.

- B. ~~The employee has five business days from the time of notification in which to waive or exercise his/her right to a complaint hearing. The employee shall notify his/her commanding officer within five business days, otherwise he/she will be deemed to have waived his/her 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/her right to a complaint hearing, following notification of the 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 previously recommended. If the employee exercises his/her right to a complaint hearing, he/she shall have adequate time to prepare his/her defense after he/she has been fully informed of the nature of the charges that have been lodged against him/her. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.~~
- C. ~~The appropriate command will notify the Internal Investigation Section that the employee has waived his/her 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. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five business days or more, the due process hearing may be held before the Acting Chief.~~
- D. ~~The Complaint Advisory Board shall be comprised of four (4) voting members: a Chairperson, of the rank of Captain or over, provided that if the disciplinary recommendation is more serious than a ten-day suspension, the Chairperson shall, unless otherwise agreed, be an Assistant Chief; 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. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. The Police Department's Human Resources Director and Legal Advisor may be present at the hearing.~~

- 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. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.~~
- F. ~~The employee may ask any member of the Department or an attorney for assistance in the presentation of his/her case, with the exception of personnel from the Internal Investigations Section or the Police Legal Advisors. Unless further investigation is deemed necessary, the Chief shall make the final decision as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing.~~
- G. ~~The employee may record the proceedings at his/her own expense. Such recording may be through audio tape or stenographic means. Disciplinary Review Board.~~
- ~~1. If a suspension, demotion, termination, or a transfer identified by the City as disciplinary in nature is challenged, the discipline may be challenged through the Public Safety Civil Service Commission or through the Disciplinary Review Board (DRB), but not through both. A suspension, demotion, termination, or transfer identified by the City as disciplinary in nature cannot be challenged through the grievance~~

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procedure. The DRB shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be.

2. The Guild shall have thirty (30) days after discipline is imposed to notify the City of its decision to appeal discipline to the DRB.
3. The DRB shall be comprised of five (5) voting members. Two members of the DRB shall be appointed by the City, and two members of the DRB shall be appointed by the Guild. The Guild appointees must be members of the Guild's bargaining unit. The City's appointees shall hold at least the rank of Lieutenant.
4. The Chairperson of the DRB shall be selected from a pool of arbitrators agreed upon by the parties within 30 days after execution of the agreement. If the parties cannot agree on a pool of arbitrators, the chairperson shall be selected through the arbitrator selection process in the grievance procedure. By mutual agreement, the parties may make changes in the pool of arbitrators. While the chairperson does not have a continuous appointment, the chairperson may be selected by the parties to preside over more than one DRB appeal. The expenses of the Chairperson of the DRB shall be borne evenly by the parties. The Chairperson shall only vote to break a tie vote of the members of the DRB.
5. Guild appointees to the DRB shall be on on-duty status during meetings of the Board and during necessary preparation for Board activities. Board members shall be assigned special duty status to perform necessary preparation for Board meetings. Guild members shall account for their time on a Departmental time sheet. Disputes as to compensation for Guild members serving on the Board shall be resolved by the Chairperson.
6. In cases of complaints originating from outside the Department, a citizen observer appointed by the Mayor shall have the right to be in attendance at the meetings of the DRB.
7. Other than the Chairperson, DRB members shall have continuous appointments, and shall serve until removed by the party appointing them. If a DRB member is removed while an appeal is pending, the member shall continue to participate in the appeal until the matter is resolved. Provided, however, that a DRB member shall be removed immediately for bias, prejudice or for other cause, as determined by the Chairperson.
8. Any DRB member may excuse himself/herself because of bias, prejudice, or other reason, and is subject to challenge for cause. The Chairperson of the DRB shall resolve all challenges for cause. In the

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event that a member is unable to participate, either party can elect to proceed with the remaining members or can elect to choose a replacement member. If the replacement member is necessary, the party needing the replacement member shall name the replacement DRB member.

9. The hearing before the DRB shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript. If neither party wishes that a transcript be prepared, but the Chairperson does, and if there is a tie vote on the disposition of the case, the parties shall evenly split the cost of the preparation of a transcript.
10. DRBs 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. The Legal Advisor may be present. The DRB 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, and shall issue subpoenas as necessary. The DRB may only consider evidence which was introduced during the hearing
11. The decision of the DRB shall be rendered in writing no later than thirty (30) days following the conclusion of the hearing. The DRB's decision shall be final and binding, and additional appeals through the grievance process or the Public Safety Civil Service Commission shall be foreclosed.
12. Except for the subject employee, an employee ordered by the Chairperson to attend a DRB hearing (provided for in this Section) as a witness during his/her off-duty time shall be compensated in accordance with Section 5.5 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.5, as approved by the Chairperson.
13. In the event the City receives simultaneous appeals of the same disciplinary action through an appeal to the Public Safety Civil Service Commission and to the Disciplinary Review Board (DRB), the City shall provide notice of the simultaneous appeals to the Guild. If both appeals are still pending after fourteen (14) days from the receipt of such notice by the Guild, the appeal to the DRB shall be deemed withdrawn.

~~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 subject employee can be used against him/her 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. 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.~~

~~K. 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 employee.~~

~~L. 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. After being informed of a sustained finding, the employee and/or his/her representative will be provided a reasonable opportunity to address the Board regarding the level of discipline the Board may recommend. If an in-person presentation cannot be scheduled in a timely manner, the Chair may request that such input be promptly submitted in writing. If an in-person presentation is scheduled, the Chair, at its discretion, will determine whether or not the testimony of witnesses regarding the disciplinary recommendation will be admitted. The Board shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend.~~

~~M. 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 Section 5.4 (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 Section 5.4, as approved by the Chairperson.~~

~~N. In the event that the discipline imposed includes a suspension, at the request of the employee, the Employer and the employee may agree to allow the employee to exchange accrued vacation, holiday and/or compensatory time for all or part of the suspension.~~

3.76 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 preliminary report within ten (10) calendar days of the receipt of the complaint. The preliminary report shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., IIS investigation, line investigation, EEO investigation). 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 employee 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. Except in criminal cases or where notification would jeopardize the investigation, the Internal Investigations Section shall notify the employee of the receipt of a complaint, including the basic details of the complaint, within five (5) days after receipt of the complaint. The Department shall furnish the employee and the Guild with a classification report no later than ten (10) days after notification to the employee of the complaint. The classification report shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges~~

against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., IIS investigation or line investigation). No employee may be interviewed until the employee has been provided the classification report. Except in cases where the investigation is a criminal investigation or where the employee fails to comply with the IIS investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the employee has been furnished the classification report. If the City cannot immediately identify the employee who is the subject of the complaint, the City will provide the required notifications to the Guild. Once the City identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the one-hundred eighty (180) day time limit provided in this section shall be temporarily held in abeyance if 60 days have elapsed without identification of the employee. The one-hundred eighty (180) day time limit will start from the point where it was held in abeyance (i.e., at Day 61) when the City identifies and notifies the employee of the complaint. The Guild will be contemporaneously notified whenever the notification process has stopped due to the City's inability to identify the employee who is the subject of the complaint, and will be notified contemporaneously whenever the City subsequently is able to identify the employee.

- B. When a named employee is to be interviewed ~~or is required to make a statement~~ relative to a complaint against him/her, that employee 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. The named employee is obligated to participate in and respond to questions asked during the interview ~~or for the purposes of the required statement.~~

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

- C. 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.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in-person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

D. Internal Investigations Interviews

1. The Internal Investigations Section may Department shall conduct in-person interviews of the complainant and named employee and any witness who is a member of the Guild's bargaining unit. ~~in the investigation of an allegation of violation of law, as defined by Department Manual Section 1.09.060.1.e. In addition, the Internal Investigations Section may, in any internal investigation, conduct in-person interviews of employees who fail to provide a written statement in a timely manner, or fail to provide complete answers to the questions asked in the investigation. Such interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements.~~
2. In cases other than those involving allegations of violations of law, at least three business days and no more than thirty days prior to the interview, the City shall provide notice to the employee and the Guild of the interview. In cases involving allegations of violation of law, the minimum notice shall be one business day. The notice shall include all notice required by Appendix F, Section A of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include a list of questions the subject matter(s) about which the City intends to ask the employee during the interview will be questioned.
3. ~~During the course of the interview, the City may make relevant inquiries related to questions provided the employee in the notice of interview or to the employee's answers to the questions. Should the City wish to question the employee about an unrelated incident or unrelated allegations, the notification requirements set forth in this section shall be reinstated before the questioning on such incident or allegations commences. If, during the course of the interview, the City believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the City may continue the interview in the new area after providing the employee with the notice required in 3.6D(2), unless otherwise agreed by the City, the Guild and the employee.~~

4. The Guild will be allowed reasonable on-duty release time for a Board member or shop steward to provide representation requested by the employee during the questioning.
 5. Persons in attendance at interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two persons), the IIS investigator(s) assigned to the case and one IIS command staff member (no more than three persons), and a court reporter or stenographer, if requested.
 6. All interviews shall be tape recorded and transcribed unless the employee objects. Interviews that are not tape recorded for transcription by IIS shall be recorded by a court reporter or stenographer. The employee and/or entity Unless otherwise agreed in advance, the person requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription made at the cost of copying.
 7. Any party to an interview conducted pursuant to this agreement shall have the right to request that they not be tape recorded and all parties shall honor such request. If the interview is tape recorded by the Department, the employee and/or the Guild shall have the right to make an independent tape recording of the interview, a copy of which shall be made available to the City Department upon request. If an interview of a named employee is tape recorded by the City, the City The Department shall provide the employee Guild a copy of the transcript of the interview tape recording made by IIS at no cost within ten days after completion of the interview. If the interview is not tape recorded or recorded by a court reporter or stenographer, the employee shall complete a contemporaneous written statement responding to the questions asked during the course of the interview.
- E. Timing of Investigations - 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, except:
1. in cases of criminal allegations, or
 2. where the named employee conceals acts of misconduct, or
 3. for a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.

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- F. The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint ~~before determining to determine~~ whether there is sufficient information to proceed with a full investigation of the complaint.
- G. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the Internal Investigations Section, Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, and the Chief of Police. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- H. 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.
- I. 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. If an employee has appealed ~~proposed~~ discipline to the ~~Complaint Advisory Board~~ DRB, the employee shall be allowed to access the investigatory portion of the internal investigation file related to the discipline of that employee on the incident involved in the appeal.
- J. 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 which are not sustained to the extent that the circumstances may reasonably allow. To the extent allowable by law, the City shall redact from internal disciplinary proceedings files and Internal Investigations Section files personal identifying information. The City shall immediately notify an employee of requests made by other than the individuals identified in 3.6G for access to internal disciplinary proceedings files and Internal Investigations Section files concerning the employee.
- K. 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.

3.87 Opinions will routinely be sought from the named employee's Sergeant and Lieutenant regarding the recommended disposition and discipline for sustained

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complaints of misconduct. Such opinions will be documented in the IIS case file. Any issues regarding this section will be raised with the Chief of Police or his/her designee, but will not be subject to the grievance procedure.

~~3.08~~ For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

~~3.409~~ The Department policy on citizen and internal complaint procedures (SPD Manual Chapter ~~1.09117~~) is hereby incorporated herein by reference.

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ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority 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.
- 4.2 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. The employer shall notify the employee of any request by the media, by Public Disclosure Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
 - 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/her decision.
- 4.3 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 the employee 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 longevity pay, 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 employee's past service time.

- 4.4 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.
- 4.5 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 Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee in writing within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.
- 4.6 In-Service Training - ~~During the term of this contract, the Safety Committee shall review the matter of in-service training. On or before July 1, 2007, the Safety Committee shall make non-binding recommendations to the City and the Guild concerning the advisability and frequency of in-service training in the areas of firearms, vehicle operation, and defensive tactics~~
- A. The Department shall initiate on-going training in 2000. Commencing with the third year of this Agreement, the Department will provide a minimum of 32 hours of training per member per year, which shall include but is not necessarily limited to:
1. Firearms and Use of Force.
 2. Diversity and Ethics Training.
 3. Emergency Vehicle Operation.
 4. Defensive Tactics.
 5. First Aid, as required to maintain certification.
- B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.
- C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).
- D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her chain of command. The Department will have 60 days to remedy the situation.
- E. Members shall be required to report in writing any approved training course they take.

4.7 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.

4.7.1 Parking - During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

4.9 The Employer and the Guild shall establish a Labor-Management Committee ("LMC") composed of an equal number of Employer and Guild representatives, not to exceed a total of eight members.

A. The Chief of Police or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the LMC and shall be responsible for appointing the other Guild members.

C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at LMC meetings in the absence of regular members.

4.9.1 The LMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.

4.9.2 A party may have such resource persons attend meetings of the LMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.

4.9.3 All decisions of the LMC shall be reached by consensus. No decision of the LMC shall be in conflict with the collective bargaining agreement. Any decision of the LMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.

4.10 Employee Involvement Committees – The parties agree to use the Employee Involvement Committee ("EIC") process to address workplace issues. The Labor-Management Committee shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the Labor-Management Committee on the respective workplace issues.

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ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 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 for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, 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 patrol, Canine, Mounted, Harbor 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 Harbor 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. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of 102 hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work in more than one day in excess of the normal work week.

5.1.2 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 patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.

5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.

5.2 Alternative Shifts - The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a Labor-Management Committee process that may include an EIC, as described in Section 4.10.

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5.23 **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 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 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. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) 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.

An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

5.34 **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 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/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. ~~In the event an employee has, by his/her own action, failed to submit reports, statements, etc., concerning an event during his nor previous tour of duty and has failed to have reports properly approved by his/her 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.

5.45 **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 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 1/2) rate of pay on an hour-by-hour basis.

- B. If the session starts two and one-half (2 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 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/her 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 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/her 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.

5.6 Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1 1/2) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice

message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved standby status will not receive overtime pay for telephone calls under this section.

5.67 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. 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.
- D. Notwithstanding Section 45.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.
- ~~F. At the Guild's request, the issue of the use of furloughs or holiday time prior to the use of compensatory time off shall be an item discussed by the Conference Board.~~

5.68 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.~~

~~GB. The Employer and the Guild agree that the issuance of a bell-boy communicator pager 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 pager. 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 pager. 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.~~

~~BC. 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.~~

5.79 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 being paid the greater of the minimum call back payment (three hours at time and one-half) or overtime at the double time rate for the actual 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.

5.810 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the

Canine Center while their handlers are on vacation or absent from work more than four consecutive days.

5.11 Off-duty Employment and Return to Duty

- A. If an off-duty officer engages in a self-initiated law enforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off-duty employer until the end of the off-duty shift and will not be paid by the City.
- B. Under the following circumstances, an officer working off-duty will be paid hour-for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:
1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
 2. The officer is continuing to perform law enforcement activity that was self-initiated, as provided at paragraph A above, after the end of the off-duty shift.
- C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half for the actual time worked performing the Department duty.
- D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

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ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective January 5, 2000, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
<u>Police Officer</u>	<u>\$3321</u>	<u>\$3454</u>	<u>\$3591</u>	<u>\$3850</u>	<u>\$4024</u>	<u>\$4181</u>	<u>\$4389</u>	<u>\$4702</u>
<u>Police Sergeant</u>	<u>\$4840</u>	<u>\$5048</u>	<u>\$5408</u>					

B. Effective January 3, 2001, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
<u>Police Officer</u>	<u>\$3437</u>	<u>\$3575</u>	<u>\$3717</u>	<u>\$3985</u>	<u>\$4165</u>	<u>\$4327</u>	<u>\$4543</u>	<u>\$4867</u>
<u>Police Sergeant</u>	<u>\$5009</u>	<u>\$5225</u>	<u>\$5597</u>					

C. Effective January 2, 2002, the base wage rates for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>	<u>66mos</u>	<u>72mos</u>
<u>Police Officer</u>	<u>\$3557</u>	<u>\$3700</u>	<u>\$3847</u>	<u>\$4124</u>	<u>\$4311</u>	<u>\$4478</u>	<u>\$4702</u>	<u>\$5037</u>
<u>Police Sergeant</u>	<u>\$5184</u>	<u>\$5408</u>	<u>\$5793</u>					

6.2 The Guild may reopen negotiation on wages for the second year of the contract in the event the June 1999 to June 2000 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).

6.3 The Guild may reopen negotiation on wages for the third year of the contract in the event the June 2000 to June 2001 bimonthly Seattle-Tacoma CPI-W exceeds 4%. This reopener shall be subject to all relevant provisions of the collective bargaining statute (RCW 41.56, et seq.).

6.4 Effective July 3, 2002, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. The total available City matching contribution for calendar year 2002 shall be 3.5% of the top step base salary wage of Police Officer received after July 3, 2002. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an

across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

6.5 The City may hire up to thirty new employees per year, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step six, depending upon prior experience. Provided, however, that if the City hires an additional employee at a step higher than the entry level step it must immediately advance all employees at a step lower than the step at which the additional employee is hired to the pay step of the new employee.

6.6 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>Effective January 5, 2000:</u>		
<u>Detective, while assigned from any classification in Section 6.1</u>	<u>4%</u>	<u>\$188</u>
<u>*Detective-Bomb Squad, while assigned from any classification in Section 6.1</u>	<u>9%</u>	<u>\$423</u>
<u>Detective-Homicide, while assigned from any classification in Section 6.1</u>	<u>6%</u>	<u>\$282</u>
<u>Diver, while assigned from any classification in Section 6.1</u>	<u>3%</u>	<u>\$141</u>
<u>Motorcycle Officer, while assigned from any classification in Section 6.1</u>	<u>3%</u>	<u>\$141</u>
<u>Radio Dispatcher, while assigned from any classification in Section 6.1</u>	<u>3%</u>	<u>\$141</u>
<u>Canine Officer, while assigned from any classification in Section 6.1</u>	<u>3%</u>	<u>\$141</u>
<u>ERT Member, while so assigned</u>		

from any classification in
Section 6.1 3% \$141

Hostage Negotiator, while
so assigned from any
classification in
Section 6.1 3% \$141

Academy Instructor, while so assigned
from any classification in Section 6.1 3% \$141

Non-Patrol, while so assigned
from any classification in Section 6.1 1.5% \$71

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

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 6.1. There will be no pyramiding of specialty pays.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

6.7 Longevity premiums based upon the top pay step of the classification. Police Officer, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Effective January 5, 2000 (Employees hired prior to December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>
------------------	-------------------

<u>Completion of five (5) years of service</u>	2%	\$94
<u>Completion of ten (10) years of service</u>	4%	\$188
<u>Completion of fifteen (15) years of service</u>	6%	\$282
<u>Completion of twenty (20) years of service</u>	8%	\$376
<u>Completion of twenty-five (25) years of service</u>	10%	\$470
<u>Completion of thirty (30) years of service</u>	12%	\$564

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
<u>Completion of seven (7) years of service</u>	2%	\$94
<u>Completion of ten (10) years of service</u>	4%	\$188
<u>Completion of fifteen (15) years of service</u>	6%	\$282
<u>Completion of twenty (20) years of service</u>	8%	\$376
<u>Completion of twenty-five (25) years of service</u>	10%	\$470
<u>Completion of thirty (30) years of service</u>	12%	\$564

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:

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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:

Effective January 5, 2000 (Employees hired prior to December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
<u>Completion of five (5) years of service</u>	<u>2%</u>	<u>\$94</u>
<u>Completion of ten (10) years of service</u>	<u>6%</u>	<u>\$282</u>
<u>Completion of fifteen (15) years of service</u>	<u>11%</u>	<u>\$517</u>
<u>Completion of twenty (20) years of service</u>	<u>12%</u>	<u>\$564</u>

Effective January 5, 2000 (Employees hired on/after December 25, 1996):

<u>Longevity</u>	<u>Percentage</u>	
<u>Completion of seven (7) years of service</u>	<u>2%</u>	<u>\$94</u>
<u>Completion of ten (10) years of service</u>	<u>6%</u>	<u>\$282</u>
<u>Completion of fifteen (15) years of service</u>	<u>11%</u>	<u>\$517</u>
<u>Completion of twenty (20) years of service</u>	<u>12%</u>	<u>\$564</u>

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.

The above premiums shall be increased on January 3, 2001, and January 2, 2002, consistent with the schedule of increases to base wage rates set forth at Section 6.1 above.

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ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 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.

7.2 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 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.

7.3 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, Motorcycle, SPU, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and CCISGang Unit), 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 7.3B 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.

7.4 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.

7.5 Firearms Required/Qualifications

- A. No employee shall be required to work without a firearm except as provided below:
1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
 2. 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 employee'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.
- B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

- 7.6 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 Investigations Bureau.
- 7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 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/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.
- 7.9 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.

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.

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

7.11 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.

7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

7.13 Written supervisory assessments.

A. The City may implement a performance evaluation system during the term of this Agreement, subject to the following conditions.

B. The City shall provide the Guild with sixty (60) days notice of implementation of any performance evaluation system, and will contemporaneously provide the Guild with a copy of the written supervisory assessment document. The Guild will have the right to submit comments on the performance evaluation system and written supervisory assessment document.

C. Except as otherwise provided, written supervisory assessments may not be used by the City in making decisions concerning discipline, promotions, transfers, or assignments.

1. If an employee or the Guild contends in the disciplinary process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced for the limited purpose of showing that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory assessment for the limited purpose of showing that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.

2. If an employee or the Guild contends in the promotional, transfer, or assignment process that the employee was not placed on notice of a performance difficulty, a written supervisory assessment may be introduced to show that notice to the employee was given. The employee or the Guild shall be allowed to introduce a written supervisory

assessment to show that notice to the employee of a performance difficulty was not given. The Guild shall not be allowed to introduce written supervisory assessments to establish good performance; and the City shall not be allowed to introduce written supervisory assessments to establish poor performance.

3. Nothing precludes the City from utilizing the facts that may be contained in a written supervisory assessment and/or the documents other than written supervisory assessments supporting such facts in making decisions concerning discipline, promotions, transfers, or assignments. There shall be no grievances challenging the use of such facts or documents.

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ARTICLE 8 - HOLIDAYS

- 8.1 Employees covered by this Agreement shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, for a total of 96 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.
- 8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.
- 8.3 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 (1 1/2) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

- 8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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/her 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/her holiday time off.
- 8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. 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.

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

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ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight-hour days.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	.0480	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 41800	.0769	20	20	(160)	320
41801 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	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

- 9.4 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.
- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

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- 9.6 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.
- 9.7 "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.
- 9.8 The minimum vacation allowance to be taken by an employee shall be one-half (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.
- 9.9 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.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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.
- 9.12 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. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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.
- 9.13 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.
- 9.14 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.

- 9.15 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.

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ARTICLE 10 - PENSIONS

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

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ARTICLE 11 - MEDICAL COVERAGE

- 11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.
- 11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.
- 11.3 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.
- 11.4 For the calendar years ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~ during the term of this Agreement, the City shall pay one hundred percent (100%) of the ~~King County~~ Regence Blue Shield Plan's monthly premium for the medical care programs cited in Sections 11.2 and 11.3. 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.
- 11.5 For the calendar years ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~ during the term of this Agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's ~~1996~~ monthly premium, ~~eighty percent (80%) of the Options Plan 1996 monthly premium and eighty percent (80%) of the PacificCare Plan's 1996 monthly premium~~ for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Group Health Cooperative Plan, ~~the Options Plan or to the PacificCare 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 ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~. 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 ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~.
- 11.6 Effective January 1, 1997, the ~~King County~~ Regence Blue Shield Plan shall consist of a preferred provider organization and a managed prescription drug program as follows:

- A. Lifetime maximum benefit: \$1,000,000

B. For services received within the preferred provider network:

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. For services received outside the preferred provider network: Benefits are paid at 60% of usual, reasonable and customary charges up to \$4,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year. Regardless of whether an employee receives care within or outside of the preferred provider network, the amount paid by the employee, excluding deductibles, shall not exceed \$1,600 per person.

C. Deductible for care provided within the preferred provider network: \$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. Deductible for care provided outside the preferred provider network: \$150 per covered person per calendar year and \$450 per family. The deductible is payable by the employee before any benefits of the plan, as described above, are payable. Regardless of whether an employee receives care within or outside of the preferred provider network, the total deductible paid by the employee shall not exceed \$150 per covered person per calendar year and \$450 per family.

D. Employees using health care providers on December 31, 1996 who are not within the preferred provider network shall have one year to change to health care providers who are within the network before receiving any reduction in health insurance benefits.

E. The above medical plan will include ~~vision care and chiropractic care.~~

F. 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.

G. Inpatient psychiatric treatment is ~~limited to \$2,000~~ paid at 80% up to eight days per year; outpatient psychiatric treatment is paid at 50% up to \$500 twelve visits per year.

H. Prescription drug purchases from designated participating pharmacies will be subject to an ~~\$8~~ copays of \$5/10/25 for a thirty day supply. Prescription drug purchases of a 90-day supply from the designated mail-order pharmacy will be subject to a \$46 double copay. The City shall appoint an individual to administer all questions and disputes arising out of the prescription drug formulary to be implemented on January 1, 1997, and shall provide all employees with the name and telephone number of the individual so appointed. Prescription drug purchases within the plan shall be paid at the 100% rate, subject to the co-pays described in this section.

- 11.7 Employees under the age of 65 who retire shall be entitled to participate in the medical plans offered to active Guild members. The retiree ~~King County Medical Regence Plan~~ shall have the Preferred Provider Option. 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 must~~ select a particular medical option which will remain in effect until age 65. Retirees must elect coverage within thirty (30) days of their LEOFF retirement or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty (30) days of their separation from City service. ~~and Retirees 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; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable 30-day initial enrollment period, ~~he/she~~ the retiree and the retiree's spouse or domestic partner and dependents 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.

- 11.8 The City has the right to continue its comprehensive utilization review program under the ~~King County Regence~~ 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.

- 11.9 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.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 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.

11.11 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 11.2, 11.3 and 11.9.

11.12 Gainsharing – The City and the Guild acknowledge that health care cost containment is an important goal in insuring that members of the bargaining unit continue to enjoy the current level of City paid health care benefits by taking the following actions:

A. Within 60 days after the execution of the collective bargaining agreement, the LMC shall charter a cost containment committee. This Committee shall study and recommend various ways to maintain health care costs, including but not limited to improving lifestyle choices for members of the bargaining unit.

B. Among the cost containment processes to be studied by the Committee will be the following:

1. A physical fitness program for bargaining unit members.
2. Making bargaining unit members "smart consumers" of health care, including the monitoring of hospital and other health care provider bills.
3. The consideration of alternate treatment modalities for certain types of illnesses and conditions.
4. By September 1, 2000, the City's health care consultant shall compare the bargaining unit members' and their eligible dependents' claims experience for July 1, 1998 to June 30, 1999 with the experience for July 1, 1999 to June 30, 2000. If the claims experience improves by 10% or more year over year, the Committee shall make a recommendation to the City and the Guild as to the disposition of the additional funds. If the parties are unable to agree upon the implementation of the Committee's recommendation or a modification thereof, the matter shall be submitted to the negotiation process for the successor to this agreement.

11.13 Voluntary Employee Benefit Association (VEBA) – A VEBA shall be established and administered by the Guild to provide for the payment of health care premiums for employees. The City's contributions shall be limited to the cashout of vacation, compensatory time and sick leave that retiring or separating employees are currently entitled to cashout. Only retiring employees shall be entitled to cashout sick leave and the cashout shall be at 25%. Implementation of the VEBA shall be contingent upon the Guild obtaining a letter ruling from the Internal Revenue Service approving the VEBA. In addition, the Guild shall indemnify, hold harmless and defend the City from any and/or all litigation and liability arising from the promulgation, implementation and operation of the VEBA.

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ARTICLE 12 - DENTAL CARE

- 12.1 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.
- 12.2 For the calendar years ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~, 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 ~~1997-2000~~, ~~1998-2001~~ and ~~1999-2002~~. The per person annual maximum benefit shall be one thousand five hundred dollars (\$1,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and 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 ~~\$1,000-2,000~~ in benefits for each eligible ~~dependent individual~~. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

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ARTICLE 13 - SICK LEAVE AND LONG TERM DISABILITY

13.1 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 13.404 below.

13.2 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 13.404 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.

~~13.3 For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute R.C.W. 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, 1980. 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.~~

~~13.4 The LTD program cited in Section 13.3 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.~~

~~13.5 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 1980 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 1980.~~

~~13.6 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 13.3 above and provide an alternative plan either through self insurance or another insurance carrier.~~

~~13.7 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 13.3 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit in effect on October 1, 1980, 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.~~

~~13.8 The LTD benefits covered by Section 13.3 above do not have to remain exactly the same as the benefits in effect on October 1, 1980, 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, 1980, shall remain substantially the same unless changed pursuant to Section 13.7, option 3, of this Article or future labor negotiations.~~

~~13.9 The LTD program as covered by Sections 13.3 through 13.9 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.~~

13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.

13.404 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 13.2 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.

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ARTICLE 14 - FALSE ARREST INSURANCE

14.1 The City shall provide false arrest insurance either through self-insurance or an insurance policy which conforms to the policy attached hereto as Appendix D 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.

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

6. d. paragraph 3.

It is further understood and agreed, as reflected by the inclusion of the Seattle Police Officers' Guild and any member in good standing as a Name Insured, 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 determined by the Chief of Police or his/her designee in accordance with the current practice. This decision shall be subject to the grievance procedure.

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

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ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 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.

- 15.2 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.
- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 15.4 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 or 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. Rules restricting the lawful off-duty conduct of employees shall be authorized by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the

City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

- 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.
- 15.5 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 extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 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/her assigned duties to the best of his/her 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.
- 16.2 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.

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ARTICLE 17 - RETENTION OF BENEFITS

17.1 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.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 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.
- 18.2 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.

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ARTICLE 19 - SAVINGS CLAUSE

- 19.1 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.

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ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 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.
- 20.2 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.

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ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This Agreement shall become effective upon signing by both parties and shall remain in effect through December 31, ~~1999~~2002. 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 ~~1999~~2002 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the Conference Board-Labor-Management Committee and the parties have been unable to reach agreement on the issue during Conference Board-Labor-Management Committee discussions.
- ~~21.4 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of Citywide procedures for reasonable suspicion drug and alcohol testing.~~
- ~~21.5 Should the City enact an ordinance or administrative rule which would result in changes in industrial insurance benefits, the City may reopen negotiations on the mandatorily negotiable aspects of the ordinance or administrative rule. Should the City exercise its reopener rights under this section, the Guild may also reopen negotiations on the matter of industrial insurance benefits.~~
- ~~21.6 Should the City move to a system of self insurance of health benefits, the Guild may reopen negotiations on the allocation of cost savings attributable to the move to self insurance. Should the City increase the health benefit levels for other employees above the levels in effect on July 1, 1996 and above the levels provided to the Guild, as a result of the move to self insurance, the Guild may reopen negotiations on whether the increased benefit levels should be applied to the Guild.~~
- ~~21.7 During the course of this Agreement, the City may reopen negotiations on the topic of the Citywide Equal Employment Opportunity (EEO) internal complaint process. Should the City so elect, the parties agree to collectively bargain in good faith over the EEO complaint process. Provided, however, that (1) neither party shall have the right to seek interest arbitration over the topic of the EEO internal complaint process; and (2) the City shall not have the right to unilaterally implement any changes in past practice in the area of the EEO complaint process.~~

~~21.8 Neither party may reopen negotiations on any subject under a clause in this Agreement allowing reopening of negotiations on a particular subject during the term of this Agreement unless the party reopens negotiations on or before July 1, 1998.~~

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Signed this _____ day of _____ 10—2000

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance _____

President

Mayor

Vice President

Secretary/Treasurer

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APPENDIX A - GRIEVANCE PROCEDURE

- A.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. There shall be no change in the nature of any grievance after it is submitted. Any other type of dispute between the parties as well as disputes involving 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.

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

Step 1

Any grievance not regarding a suspension, demotion or termination shall be submitted by the aggrieved employee to 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 fifteen (15) calendar days of the date the grievance was submitted to the employee's immediate supervisor, 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, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her immediate supervisor, and the remedy sought. The Guild shall submit the written grievance to the ~~Assistant Chief of the Professional Responsibility Bureau~~ Chief of Police or his/her designee within forty-five (45) calendar days of the submittal of the grievance at

Step 1, with a copy to the City Director of Labor Relations. The ~~Assistant Chief of the Professional Responsibility Bureau~~ Chief of Police or his/her designee shall designate who shall respond to the grievance on behalf of the Department.

Step 3

If the grievance is not resolved pursuant to Step 2 above or if the grievance concerns a suspension, demotion or termination, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within sixty (60) calendar days of the submittal of the grievance at Step 1. A grievance regarding a suspension, demotion or termination shall be filed by the Guild within fifteen (15) calendar days of the day the employee knew or should have known of the Department's final decision to impose a suspension, demotion or termination. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

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/her 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~~ party that does not prevail, 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.
- A.3 The time limits for processing a grievance stipulated in Section A.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 A, Section A.2.
- A.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.
- A.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

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filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.

- A.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.
- A.7 A grievance decision at any step of the procedure in Section A.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 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.
- A.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.
- A.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.
- A.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

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APPENDIX B - CONFERENCE BOARD

~~B.1 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/her 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/her 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 consultative 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/her 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.~~

~~Upon notice, as provided above, a Conference Board shall be convened to discuss the following:~~

- ~~A. Changes to the content and format of promotional examinations, the criteria for eligibility for promotion, and the criteria for the assessment and selection of candidates for promotion.~~
- ~~B. The development of Department policy, officer training, and notification to off-duty employees that will clarify for officers and employers the duties and responsibilities of officers working off-duty and the nature and extent of the potential liability exposure of officers and employers resulting from off-duty employment.~~
- ~~C. Changes to lower level discipline in addition to or in lieu of written reprimands and suspensions that may include adapting the City's Corrective Action Process to officer discipline.~~

~~D. A change in the insurance carrier for the LTD program at the expiration of the current policy with Standard Insurance Company.~~

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APPENDIX C - SALARIES

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

Effective December 25, 1996:

~~A cost-of-living adjustment shall be provided to Police Officers and Sergeants equal to ninety percent (90%) of the percentage increase in the Seattle Tacoma Area Consumer Price Index semiannual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U), All Items Revised Series (1982-84 = 100). Longevity and specialty pay premiums shall be adjusted in accordance with the new salary schedule effective December 25, 1996.~~

~~For the classification of Police Officer, a new salary schedule to include three new steps: two at the beginning of the range and one at the end of the range. The new Step Two (a one year step) shall be four percent (4%) lower than the previous Step One in effect on December 24, 1996. The new Step One (a six month step) shall be four percent (4%) lower than the new Step Two. The new Step Eight (top step) shall be three and one half percent (3 1/2%) higher than the previous top step in effect on December 24, 1996. The new Step Seven shall be a six (6) month step.~~

~~Incumbent officers with less than six (6) months' service at the previous top step in effect on December 24, 1996 shall move to the new top step after they have completed six (6) months of service.~~

~~For the classification of Sergeant, there shall be one additional twelve (12) month step at the end of the range. The new step shall be three and one half percent (3 1/2%) higher than the previous Step Two in effect on December 24, 1996. Incumbent Sergeants with less than twelve (12) months' service at the previous Step Two in effect on December 24, 1996 shall move to the new top step after they have completed twelve (12) months of service.~~

~~The transition from old to new salary schedule shall be as follows:~~

Classification	Start	6 mos	18 mos	30 mos	42 mos	54 mos	66 mos	72 mos
Police Officer (Eff. 12/27/96)	\$3201	\$3431	\$3587	\$3726	\$3912			
Police Officer (Eff. 12/25/96)	\$3037	\$3158	\$3284	\$3520	\$3680	\$3823	\$4014	\$4154
Police Sergeant (Eff. 12/27/96)	\$4271	\$4498						

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Police Sergeant ~~\$4382~~ ~~\$4615~~ ~~\$4777~~
(Eff. 12/25/06)

Effective January 7, 1998:

~~A cost of living adjustment shall be provided to Police Officers and Sergeants equal to ninety percent (90%) of the percentage increase in the Seattle Tacoma Area Consumer Price Index semiannual average first half 1997 over the same period in 1996, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U), All Items Revised Series (1982-84 = 100). Longevity and specialty pay premiums shall be adjusted in accordance with the new salary schedule effective January 7, 1998.~~

Effective January 5, 1999:

~~A cost of living adjustment shall be provided to Police Officers and Sergeants equal to ninety percent (90%) of the percentage increase in the Seattle Tacoma Area Consumer Price Index semiannual average first half 1998 over the same period in 1997, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U), All Items Revised Series (1982-84 = 100). Longevity and specialty pay premiums shall be adjusted in accordance with the new salary schedule effective January 5, 1999.~~

~~For the classification of Police Officer, the top step shall be increased by an additional three and one half percent (3 1/2%).~~

~~For the classification of Police Sergeant, the top step shall be increased by an additional three and one half percent (3 1/2%).~~

- ~~C.2 The City may hire any employee at a step higher than the entry level step (Step One). Provided, however, that if the City exercises this right it must immediately advance all employees at a step lower than the step at which the new employee is hired to the pay step of the new employee.~~
- ~~C.3 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:~~

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<u>Assignment</u>	<u>Percentage</u>	
Effective December 25, 1986:		
Detective, while assigned from any classification in Section 1	4%	\$168
*Detective Bomb Squad, while assigned from any classification in Section 1	0%	\$37
**Detective Homicide, while assigned from any classification in Section 1	6%	\$249
Diver, while assigned from any classification in Section 1	3%	\$126
Motorcycle Officer, while assigned from any classification in Section 1	3%	\$126
Canine Officer, while assigned from any classification in Section 1	3%	\$126
ERT Member, while co-assigned from any classification in Section 1	3%	\$126
Hostage Negotiator, while co-assigned from any classification in Section 1	3%	\$126
Academy Instructor, while co-assigned from any classification in Section 1	3%	\$126

*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, 1980 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, 1980, new hires will not be eligible to receive patrol premium pay until they have completed 5 years of service. However, Police

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~~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.~~

~~C.4 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*~~

~~Effective December 25, 1996:~~

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	\$83
Completion of ten (10) years of service	4%	\$166
Completion of fifteen (15) years of service	6%	\$249
Completion of twenty (20) years of service	8%	\$332
Completion of twenty five (25) years of service	13%	\$540
Completion of thirty (30) years of service	16%	\$623

~~Effective January 7, 1998:~~

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	
Completion of ten (10) years of service	4%	
Completion of fifteen (15) years of service	6%	
Completion of twenty (20) years of service	8%	
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:

Effective December 25, 1996:

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	\$83
Completion of ten (10) years of service	6%	\$240
Completion of fifteen (15) years of service	11%	\$457
Completion of twenty (20) years of service	16%	\$623

Effective January 7, 1998:

<u>Longevity</u>	<u>Percentage</u>	
Completion of five (5) years of service	2%	
Completion of ten (10) years of service	6%	
Completion of fifteen (15) years of service	11%	
Completion of twenty (20) years of service	12%	

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.

*Employees who are not within the bargaining unit prior to December 25, 1996 shall be required to complete seven years of service before they qualify for the first (2%) longevity step.

C.5 CPI Reformulation

~~In the event the specific Consumer Price Index relevant to this Agreement is reformulated by statute, the parties agree to disregard the changes caused in the Consumer Price Index by virtue of the statutory reformulation (for example, this would apply in the instance of passage of a statute which would reduce the Consumer Price Index by a fixed percentage. However, this would not apply to other reformulations of the Consumer Price Index made by the Bureau of Labor Statistics, such as adjusting the relevant weighting of market basket items or other statistical rebasing adjustments).~~

C.6 Gainsharing

~~At its option, the City may implement a gainsharing program during the term of this Agreement which provides additional compensation to the members of the bargaining unit other than that required by the collective bargaining agreement. The manner in which the benefits of a gainsharing program are distributed among the members of the bargaining unit shall be subject to mutual agreement between the parties. The gainsharing program shall not cause the reduction of any benefits guaranteed by this contract or by law unless the Guild voluntarily agrees to such a reduction.~~

C.7 Physical Fitness

~~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 of Appendix G if they qualify during 1996. For those who qualify during 1996, they will continue to receive the premium pay up to their service anniversary date. No new qualifications or requalifications will be accepted past December 31, 1996.~~

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APPENDIX D-B - FALSE ARREST INSURANCE

DB.1 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.

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APPENDIX E-C - EQUIPMENT REQUIRED

EC.1 Firearms

- A. The Department policy on firearms (SPD Manual Section 1.11.060) is hereby incorporated herein by reference. While on duty, officers shall be armed with those weapons approved by the Department at the time of the execution of this Agreement.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service revolver he or she had been issued for ten years or more. Upon disability retirement after twenty years of service or more, the request by an employee to purchase the service revolver he or she had been issued for ten years or more shall not be unreasonably denied.
- C. An employee whose request to purchase a revolver is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

EC.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. Employees shall, upon request, be issued two months of their twelve-month allotment of practice ammunition during any sixty-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.
- B. Officers shall be allowed to purchase and use 357 cal. ammunition. 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.

- EC.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX F.D - POLICE OFFICERS' BILL OF RIGHTS

FD.1 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 Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. 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~~ the employee so desires of the nature of the investigation and whether ~~he~~ the employee is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint. The employee shall be advised of the right to be represented by the Guild at the interview.
- B. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- C. ~~The~~ Any interview (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 interviewed. An attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interview ~~but may not participate in the interrogation except to counsel the employee to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of 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~~ the employee 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 the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
- G. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

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APPENDIX G - PHYSICAL FITNESS

G.1 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%	18%
	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.~~

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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.

3 Points	AGE	MEN	WOMEN
	20's	50	45
	30's	45	40
	40's	40	36
	50's	35	30

2 Points	AGE	MEN	WOMEN
	20's	45	36
	30's	38	30
	40's	30	26
	50's	26	21

1 Point	AGE	MEN	WOMEN
	20's	37	32
	30's	30	27
	40's	26	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.

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<u>2 Points</u>	<u>AGE</u>	<u>MEN</u>	<u>WOMEN</u>
	20's	45	21
	30's	30	17
	40's	20	12
	50's	23	10

<u>2 Points</u>	<u>AGE</u>	<u>MEN</u>	<u>WOMEN</u>
	20's	40	16
	30's	33	14
	40's	26	12
	50's	16	9

<u>1 Point</u>	<u>AGE</u>	<u>MEN</u>	<u>WOMEN</u>
	20's	30	14
	30's	23	9
	40's	16	7
	50's	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

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2 Points	AGE	MEN	WOMEN
	20's	47	39
	30's	43	37
	40's	39	36
	50's	35	34

1 Point	AGE	MEN	WOMEN
	20's	44	36
	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				
	AGE	TIME	MPH	MINUTE
2 POINTS 66%	20	12:07	7.4	8.0
	30	12:34	7.2	8.2
	40	13:36	6.6	8.6
	50	15:02	6	10
	20	12:34	7.2	8.2
2 POINTS 66%	30	13:22	6.7	8.7
	40	14:41	6.3	9.4
	50	15:46	6.7	10.3
	20	13:04	6.9	8.7

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1 POINT 45%				
	30	14:11	6.4	9.4
	40	15:08	6	10
	50	16:52	5.4	11

WOMEN				
3 POINTS 66%	AGE	TIME	SPM	MINUTE
	20	15:08	6	10
	30	16:10	5.6	10.7
	40	17:23	5.2	11.6
	50	19:51	4.6	13

2 POINTS 55%	20	16:46	5.8	10.3
	30	18:50	5.4	11.1
	40	19:29	4.9	12.2
	50	20:47	4.4	13.7

1 POINT 45%	20	16:30	5.6	10.3
	30	17:56	5.2	11.7
	40	19:13	4.7	12.8
	50	21:28	4.3	14.1

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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:

- 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				
	AGE	TIME	RATE	METS
3 POINTS	20	13:07	13	16
	30	12:34	12	15
	40	13:36	11	14
	50	15:02	10	13
2 POINTS	20	12:24	12	16
	30	13:22	11	14
	40	14:11	10	13
	50	15:46	9	12
1 POINT	20	13:04	11	14
	30	14:14	10	13
	40	15:08	9	12
	50	16:52	8	11
WOMEN				
	AGE	TIME	RATE	METS
3 POINTS	20	15:08	11	14
	30	16:40	10	13
	40	17:33	9	12

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	50	19:54	8	11
3 POINTS	20	15:46	10	13
	30	16:50	9	12
	40	18:29	8	13
	50	20:47	7	10
1 POINT	20	16:30	9	13
	30	17:56	8	11
	40	19:13	7	10
	50	21:26	6	9

~~G. If an employee fails to achieve 0 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.~~

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STATE OF WASHINGTON - KING COUNTY

121377
City of Seattle, City Clerk

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No. ORD TITLE ON

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

CTOT: 120044, 47&48

was published on
08/07/00

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

Subscribed and sworn to before me on

08/07/00

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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STATE OF WASHINGTON - KING COUNTY

CLERK OF SUPERIOR COURT

Abstract of Public

The undersigned, Clerk of Superior Court for King County, Washington, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of this court.

CTGT:150044, 47248

08/03/00

08/03/00

[Handwritten signatures and stamps]

08/03/00

Abstract of Public

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