Ordinance No. 124233

Council Bill No. 117838

AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing the execution of a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild to be effective January 1, 2011 through December 31, 2014; authorizing the execution of memoranda of understanding between the City of Seattle and the Seattle Police Officers' Guild; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2012 and 2013 payments therefor; and ratifying and confirming prior acts.

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: TB

Councilmember

## Committee Action:

7/17/2013 PASS TB NL SC 3-0-0

Full Council:

7/22/13 Passed 9-0

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

Law Department

CF No. _____

| | |
|---|---|
| Date Introduced: 7.15.13 | 7.15.13 |
| Date 1st Referred: 7.15.13 | To: (committee) Government Performance and Finance |
| Date Re - Referred: | To: (committee) |
| Date Re - Referred: | To: (committee) |
| Date of Final Passage: 7-22-13 | Full Council Vote: 7-22-13 |
| Date Presented to Mayor: 7-23-13 | Date Approved: 7/31/13 |
| Date Returned to City Clerk: 7/31/13 | Date Published: T.O. ✓ F.T. ___ |
| Date Vetoed by Mayor: | Date Veto Published: |
| Date Passed Over Veto: | Veto Sustained: |

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David Stewart/David Bracilano/sb
PER SPOG CBA and SPD Appropriations ORD
June 12, 2013
Version #2

**CITY OF SEATTLE**

**ORDINANCE** 124233

COUNCIL BILL 117838

AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing the execution of a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild to be effective January 1, 2011 through December 31, 2014; authorizing the execution of memoranda of understanding between the City of Seattle and the Seattle Police Officers' Guild; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2012 and 2013 payments therefor; and ratifying and confirming prior acts.

WHEREAS, a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild expired on December 31, 2010, and;

WHEREAS, employees represented by the Seattle Police Officers' Guild continued to work after December 31, 2010, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

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

WHEREAS, the Seattle Police Department will have insufficient funds in its 2013 budget to make payments associated with the 2012 and 2013 retroactive and current year payments and maintain operations; 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, the Mayor is hereby authorized on behalf of the City to execute a collective bargaining agreement with the Seattle Police Officers' Guild, effective January 1, 2011 through December 31, 2014, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between the City of Seattle and Seattle Police Officers' Guild"

Section 2. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized on behalf of the City to execute six memoranda of agreement with



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the Seattle Police Officers' Guild, substantially in the form attached to this ordinance and identified as "Memorandum of Agreement #1 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 2), "Memorandum of Agreement #2 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 3), "Memorandum of Agreement #3 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 4), "Memorandum of Agreement #4 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 5), "Memorandum of Agreement #5 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 6), and "Memorandum of Agreement #6 By and Between the City of Seattle and the Seattle Police Officers' Guild" (Attachment 7).

Section 3. The appropriations for the following items in the 2013 Adopted Budget are modified, as follows:

| Item | Fund | Department | Budget Control Level | Amount |
|---|---|---|---|---|
| 3.1 | General Subfund (00100) | Seattle Police Department | Office of the Chief of Police (P1000) | $90,517 |
| 3.2 | General Subfund (00100) | Seattle Police Department | Office of Professional Accountability (P1300) | $69,840 |
| 3.3 | General Subfund (00100) | Seattle Police Department | Deputy Chief of Staff (P1600) | $54,069 |
| 3.4 | General Subfund (00100) | Seattle Police Department | Special Operations (P3400) | $1,430,146 |
| 3.5 | General Subfund (00100) | Seattle Police Department | Patrol Operations Administration (P6000) | $54,559 |
| 3.6 | General Subfund (00100) | Seattle Police Department | West Precinct Patrol (P6100) | $1,929,545 |
| 3.7 | General Subfund (00100) | Seattle Police Department | North Precinct Patrol (P6200) | $2,068,507 |
| 3.8 | General Subfund (00100) | Seattle Police Department | South Precinct Patrol (P6500) | $1,102,401 |
| 3.9 | General Subfund (00100) | Seattle Police Department | East Precinct (P6600) | $1,519,335 |
| 3.10 | General Subfund (00100) | Seattle Police Department | Southwest Precinct Patrol (P6700) | $1,012,991 |
| 3.11 | General Subfund (00100) | Seattle Police Department | Criminal Investigations Administration (P7000) | $82,858 |
| 3.12 | General Subfund (00100) | Seattle Police Department | Violent Crimes Investigations (P7100) | $392,949 |



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| Item | Fund | Department | Budget Control Level | Amount |
|---|---|---|---|---|
| 3.13 | General Subfund (00100) | Seattle Police Department | Narcotics Investigations (P7700) | $224,778 |
| 3.14 | General Subfund (00100) | Seattle Police Department | Special Investigations (P7800) | $224,211 |
| 3.15 | General Subfund (00100) | Seattle Police Department | Special Victims (P7900) | $328,569 |
| 3.16 | General Subfund (00100) | Seattle Police Department | Field Support Administration (P8000) | $309,072 |
| | | | Total | $10,894,347 |

Funding in future years will be appropriated through the annual budget process.

Section 4. The head of the employing unit and/or his or her designee is hereby authorized to use funds appropriated in Section 3 of this Ordinance to pay the compensation authorized in the attached collective bargaining agreement.

Section 5. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.



CITY CLERK

Passed by the City Council the 22nd day of July, 2013, and signed by me in open session in authentication of its passage this 22nd day of July, 2013.

President _____ of the City Council

Approved by me this 31st day of July, 2013.

Michael McGinn, Mayor

Filed by me this 31st day of July, 2013.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1: Agreement By and Between the City of Seattle and Seattle Police Officers' Guild

Attachment 2: Memorandum of Agreement #1 By and Between the City of Seattle and the Seattle Police Officers' Guild

Attachment 3: Memorandum of Agreement #2 By and Between the City of Seattle and the Seattle Police Officers' Guild

Attachment 4: Memorandum of Agreement #3 By and Between the City of Seattle and the Seattle Police Officers' Guild



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Attachment 5: Memorandum of Agreement #4 By and Between the City of Seattle and the Seattle Police Officers' Guild

Attachment 6: Memorandum of Agreement #5 By and Between the City of Seattle and the Seattle Police Officers' Guild

Attachment 7: Memorandum of Agreement #6 By and Between the City of Seattle and the Seattle Police Officers' Guild



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David Stewart/David Bracilano/sb
PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

# AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2014~~0~~



ORIGINAL CITY CLERK

David Stewart/David Bracilano/sb
PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

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PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

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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David Stewart/David Bracilano/sb
PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## 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 assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. 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. 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 Guild assingment 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 being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with RCW 41.26.520 (2).



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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.



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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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PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## 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



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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 paycheck 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 paycheck 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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David Stewart/David Bracilano/sb
PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## 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.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. For purposes of this presumption of termination the Department must prove dishonesty by clear and convincing evidence. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.

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.



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3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

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 actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, 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. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director, the Department HR Director (or designee), an assistant or deputy chief, and at the request of the named employee any employee of the Department.



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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. If new material facts are revealed by the named employee during the due process hearing and such new material facts cause the Chief to act contrary to the OPA Director's recommendation, the case must be sent back to the OPA for further investigation. The "further investigation" described above must be completed within the original 180-day time period. The 180-day period runs from the time a sworn supervisor or OPA received notice of the complaint until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing, and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions should be provided to the Mayor and City Council upon request. In stating his reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for his decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing his explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

H. 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



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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. 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 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. Any issues related to an alleged violation of the collective bargaining agreement must be identified in writing to the Assistant City Attorney assigned the case and the Department's Human Resources Director no later than forty-five (45) days prior to the first day of the DRB.

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. This timeline may be extended by mutual written agreement of the parties.

3. The DRB shall be comprised of three (3) voting members. One member of the DRB shall be appointed by the City, and one member of the DRB shall be appointed by the Guild. The Guild appointee must be a member of the Guild's bargaining unit. The City's appointee 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.

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



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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. While an appeal is pending, a DRB 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, the affected party (Guild or City) will choose a replacement 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 for the Board Chairperson unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the Chairperson does, 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



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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 5.6 (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 5.6, 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 thirty (30) days from the receipt of such notice by the Guild, the appeal to the DRB shall be deemed withdrawn.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

A. Except in criminal investigations or where notification would jeopardize the investigation (the most common example being ongoing acts of misconduct), the Investigations Section of the Office of Professional Accountability shall notify the named employee of the receipt of a complaint, including the basic details of the complaint, within five (5) days after receipt of the complaint by OPA-IS. The Department shall furnish the employee and the Guild with a classification report no later than thirty (30) days after receipt of the complaint by the OPA or by a Department sworn supervisor. 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., OPA-IS investigation or line investigation). No employee may be interviewed until the employee has been provided the classification report.



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B. Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after receipt of the complaint by the OPA or by a Department sworn supervisor, or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a verdict in criminal trial, whichever is later. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the criminal conviction.

1. If the Department cannot immediately identify the employee who is the subject of the complaint, the Department will provide the required notifications to the Guild. Once the Department 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 continue from the point where it was held in abeyance (i.e., at Day 61) when the Department identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint, and will be notified contemporaneously whenever the Department subsequently is able to identify the employee.

2. In addition to those circumstances defined in subsection B.1, above, the one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state, or federal level or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction.

C. The Department may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her chain of command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the Department has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and



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is unable to complete the investigation due to the unavailability of witnesses or other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are expected to become available within a reasonable period of time.

D. In the event of a grievance by the City alleging a violation of subsection C, above, the grievance shall be filed at Step 4 of the grievance procedure. While the grievance is pending, the Department may complete the investigation, but no findings shall be made and no discipline shall be imposed until the grievance is withdrawn, or resolved by mutual agreement or an arbitration award.

E. 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.

F. <u>Administrative Misconduct Interviews</u>

1. The Department shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the Department.



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2. At least five calendar days and no more than thirty days prior to the interview, the Department shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Appendix D 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. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the Department believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the Department may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the Department, 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.



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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.

G. 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.

H. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the Office of Professional Accountability, OPA Auditor, 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.

I. 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.

J. 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.



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K. To the extent allowable by law at the time of the request, the City will considerapplication of relevant exemptions to the public disclosure law set forth at RCW 42.17.310 with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in 3.6H. It is understood that an officer's personal identifying information shall be redacted from all records released.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of Section 3.6.K.

L. 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 Criminal Investigations - OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. OPA will not conduct criminal investigations. There shall be no involvement between OPA and specialty unit investigators conducting the investigation. Subject to the timelines contained in Section 3.6.B of the collective bargaining agreement pending civil or criminal matters involving an officer should not delay OPA investigations. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being considered by a prosecuting authority the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

3.8 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.

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

3.10 Mediation

A. The Department will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the Department has determined that a complaint is eligible for mediation. Complaints may also be deferred to mediation after an investigation has been commenced. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee's complaint history.

3. If the mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer's complaint history. Good faith means:
   a. The officer actively listens to the perspective of the other party; and
   b. The officer fully communicates his/her own position and engages in the discussion.

   Good faith does not require the officer to agree to any particular resolution of a complaint.

4. If the employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be processed and recorded on the officer's complaint history as a supervisory referral, but no discipline shall be imposed.

5. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the Department whether or not



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the parties met and participated in good faith. Any resolution will be confidential.

6. Time spent at the mediation shall be considered on-duty time.

7. The panel of mediators will be jointly selected by the parties through the JLMC annually. All costs of mediation shall be borne by the City.



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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



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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. During the term of this Agreement, the Department will offer a minimum of 32 hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two of the following four topics:

1. Diversity and Ethics Training.
2. Emergency Vehicle Operation.
3. Defensive Tactics.
4. New technology.

Those topics that are not subjects of training in one year shall be subjects in the following year.



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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.



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4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee ("JLMC") 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 JLMC 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 JLMC 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 JLMC meetings in the absence of regular members.

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

4.9.4 The parties agree that the following shall be agenda items for discussion by the Joint 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.

4.10 Employee Involvement Committees – The parties agree to use the Employee Involvement Committee ("EIC") process to address workplace issues. The Joint



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Labor-Management Committee shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the Joint Labor-Management Committee on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.

4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on-duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one it shall be forwarded to the Joint Labor Management Committee at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Appendix A of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

4.12 ~~–~~Within 60 days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.



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David Stewart/David Bracilano/sb
PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## 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 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.

When the Department implements a 10-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol 9-hour day will be eliminated or modified as appropriate.

1st Shift: 0600-1600
2nd Shift: 1000-2000
3rd Shift: 1500-0100
4th Shift: 1900-0500
5th Shift: 2400-1000
Fixed Shift: 1900-0500*

*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.



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For 90 days after the initial implementation, the Department may adjust the above shift start times by 30 minutes earlier or later. After the 90 days the shift times are fixed. Any adjustment to the shift times must be made Department wide.

Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:

Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3
Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4

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 Process for Staffing Special Events - The parties agree that the practice of "red dot days" that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:



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A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.

B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.

C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and Seafair, as provided at section 5.1.2 of this Agreement.

D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

5.3 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.

5.4 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



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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.

5.5 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.

5.6 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



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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.

5.7 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



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and a half (1½) 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 on-call status will not receive overtime pay for telephone calls under this section.

5.8 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 payday.

D. Notwithstanding Section5.5.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.

5.9 On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the



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maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call 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 on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

A. On-call 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 available by telephone or pager 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 on-call 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-call at the 10% rate for 8 hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call 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 on-call shall be compensated at the rate of 50% for each hour on-call.

D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.10 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.



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

5.11 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.

5.12 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.



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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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June 17, 2013
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## ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective ~~December 272006~~January 4, 2012, the base wage rates, which include an across-the-board increase of ~~8~~2.3%, for the classifications covered by this Agreement shall be as follows:

| Classification | Start | 6mos | 18mos | 30mos | 42mos | 54mos | ~~66mos~~ | ~~72mos~~ |
|---|---|---|---|---|---|---|---|---|
| Police Officer | ~~$5,482~~ | $5,878 | $6,145 | $6,382 | $6,701 | $7,178 | ~~$4,261~~ | ~~$4,432~~ |
| | ~~$4,608~~ | ~~$4,940~~ | ~~$5,165~~ | ~~$5,364~~ | ~~$5,632~~ | ~~$6,034~~ | | |
| Police Sergeant | $7,388 | $7,707 | $8,258 | ~~$6,210~~ | ~~$6,478~~ | ~~$6,940~~ | | |

B. Effective ~~December 26, 2007~~January 2, 2013, the base wage rates, which include an across-the-board increase of 43.25% for the classifications covered by this Agreement, shall be as follows:

| Classification | Start | 6mos | 18mos | 30mos | 42mos | 54mos | ~~66mos~~ | ~~72mos~~ |
|---|---|---|---|---|---|---|---|---|
| Police Officer | ~~$4,431~~ | ~~$4,609~~ | ~~$4,792~~ | ~~$5,138~~ | ~~$5,372~~ | ~~$5,579~~ | ~~$5,857~~ | ~~$6,275~~ |
| | $5,660 | $6,069 | $6,345 | $6,589 | $6,919 | $7,411 | | |
| Police Sergeant | ~~$6,458~~ | ~~$6,737~~ | ~~$7,218~~ | $7,628 | $7,957 | $8,526 | | |

~~C. Effective upon signature, the first two steps of the salary schedule of the Police Officer's base wage rates shall be eliminated. Administration of this provision shall be per separate Memorandum of Agreement. Upon signature, the new Police Officer salary schedule shall be as follows:~~

| ~~Classification~~ | ~~Start~~ | ~~6 mos~~ | ~~18mos~~ | ~~30mos~~ | ~~42mos~~ | ~~54mos~~ |
|---|---|---|---|---|---|---|
| ~~Police Officer~~ | ~~$4,792~~ | ~~$5,138~~ | ~~$5,372~~ | ~~$5,579~~ | ~~$5,857~~ | ~~$6,275~~ |

~~D. Effective January 7, 2009, the base wage rates, which include an across-the-board increase of 5.5%, for the classifications covered by this Agreement, shall be as follows:~~

| ~~Classification~~ | ~~Start~~ | ~~6 mos~~ | ~~18mos~~ | ~~30mos~~ | ~~42mos~~ | ~~54mos~~ |
|---|---|---|---|---|---|---|
| ~~Police Officer~~ | ~~$5,056~~ | ~~$5,421~~ | ~~$5,667~~ | ~~$5,886~~ | ~~$6,179~~ | ~~$6,620~~ |
| ~~Police Sergeant~~ | ~~$6,813~~ | ~~$7,108~~ | ~~$7,615~~ | | | |



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E. Effective January ~~6~~1, 201~~0~~4, the base wage rates for the classifications covered by this Agreement shall be increased across-the-board by ~~3~~.75% plus one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index ("CPI") for June 200~~9~~13 over the same index for June 200812.~~; provided, however, said CPI percentage increase shall not be less than three percent (3%) nor shall it exceed six percent (6%).~~ The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 200812 – June 200913 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

6.2 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. 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.

6.3 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 five, 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.

6.4 Retroactive back to January 1, 2012 ~~P~~percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, ~~Police Officer,~~ shall be paid for the following assignments in accordance with the following schedule:

| Assignment | Percentage |
|---|---|
| Detective, while assigned from any classification in Section 6.1 | 4% |
| *Detective-Bomb Squad, while | |



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| | |
|---|---|
| assigned from any classification in Section 6.1 | 9% |
| Detective-Homicide, while assigned from any classification in Section 6.1 | 6% |
| Diver, while assigned from any classification in Section 6.1 | 5% |
| Motorcycle Officer, while assigned from any classification in Section 6.1 | 3% |
| Canine Officer, while assigned from any classification in Section 6.1 | 3% |
| SWAT Member, while so assigned from any classification in Section 6.1 | 3% |
| Hostage Negotiator, while so assigned from any classification in Section 6.1 | 3% |
| Academy Instructor, while so assigned from any classification in Section 6.1 | 3% |
| Non-Patrol, while so assigned from any classification in Section 6.1 | 1.5% |

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

Patrol Premium

Retroactive back to January 1, 2012 ~~A~~an additional 1.5% of the base monthly, top-step salary for the classification held by the affected employee ~~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



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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.

6.5.1 Retroactive back to January 1, 2012 ~~L~~longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, ~~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

| Longevity | Percentage |
|---|---|
| Completion of seven (7) 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% |



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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:

Retroactive back to January 1, 2012, Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Mounted Patrol, the Harbor unit, SWAT, and Canine units) will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity~~Police Officer~~, in accordance with the following schedule:

| Longevity | Percentage |
|---|---|
| Completion of seven (7) 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% |
| Completion of twenty-five (25) years of service | 14% |
| Completion of thirty (30) years of service | 16% |

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.



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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, SWAT, 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



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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 events at the major league baseball or football stadiums.

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 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.

B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.

C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.

D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.

E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.



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F. 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 involuntary transfer.

G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

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



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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



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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.



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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 Performance Appraisals.

A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.

B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination



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to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the Director of Human Resources, a hearing before the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The PAS Review board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. Each Board member must agree to spend a minimum of at least one-year on the Board. Any Board member who has been actively involved in conducting a performance appraisal of an employee appealing to the Board shall recuse him or herself from hearing the appeal of that employee.

The employee shall be solely responsible for presenting his/her perspective of the appraisal to the Board. The supervisor or commanding officer responsible for evaluating the employee shall be solely responsible for presenting his/her perspective of the appraisal to the Board.

The Board shall review the relevant evidence and vote to determine to either modify the appraisal or preserve it as written in accordance with the following procedures:

1. Each member of the Board must agree that his or her vote, and the votes of others, shall remain confidential. Unauthorized disclosure of such information shall be just cause for removal from the Board.

2. At the conclusion of the hearing, all six (6) members of the Board shall anonymously cast their vote by placing their ballot in a box.



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3. A member of the Board shall blindly remove and eliminate one ballot from the box. Only the five (5) remaining ballots shall be considered in determining the outcome of the hearing.

The decision of the Board shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's chain of command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.



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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



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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 | .0460 | 0 through 4 | 12 | (96) | 192 |
| 08321 through 18720 | .0577 | 5 through 9 | 15 | (120) | 240 |
| 18721 through 29120 | .0615 | 10 through 14 | 16 | (128) | 256 |
| 29121 through 39520 | .0692 | 15 through 19 | 18 | (144) | 288 |
| 39521 through 41600 | .0769 | 20 | 20 | (160) | 320 |
| 41601 through 43680 | .0807 | 21 | 21 | (168) | 336 |
| 43681 through 45760 | .0846 | 22 | 22 | (176) | 352 |
| 45761 through 47840 | .0885 | 23 | 23 | (184) | 368 |
| 47841 through 49920 | .0923 | 24 | 24 | (192) | 384 |
| 49921 through 52000 | .0961 | 25 | 25 | (200) | 400 |
| 52001 through 54080 | .1000 | 26 | 26 | (208) | 416 |
| 54081 through 56160 | .1038 | 27 | 27 | (216) | 432 |
| 56161 through 58240 | .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



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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.

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,



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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.

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.

511.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medial care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.

11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth at Appendix A of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).

11.6 The City and the Guild agree to meet and confer for the purpose of determining whether it is possible for the City to extend to bargaining unit members, and/or



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their eligible relatives, voluntary inclusion in the City offered Long Term Care (LTC) program, the premiums for which in any event would be the sole and exclusive responsibility of a voluntarily participating bargaining unit member. If a process for said inclusion is mutually established by the parties, the specific provisions for said inclusion shall be established through a Memorandum of Agreement executed by the parties. This provision shall not be interpreted by any party to obligate the City to extend inclusion in the City offered LTC program to bargaining unit members and/or their eligible relatives in the absence of a mutual agreement to that end.

11.7 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 2007, 2008, 2009 and 2010. 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 2007, 2008, 2009, and 2010.

11.8 Employees may enroll in the Group Health Cooperative Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years 2007, 2008, 2009 and 2010, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Group Health Cooperative Deductible Plan's monthly premium. Employees that subscribe to the Group Health Cooperative Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.

11.9 The Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the 2004 program year, and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.

11.10 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit, but elect to



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defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire 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-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They 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 and other City employees who are active employees will automatically apply to the respective retiree plans.

11.11 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.



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11.12 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 11.5.

11.13 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with section 11.9 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 the same. The City shall provide SPOG with at least 30 days written notice of any change of provider networks, and/or third party administrators.

11.14 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 JLMC 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.



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4. By September 1 of each year, the City's health care consultant shall compare the bargaining unit members' and their eligible dependents' claims experience for July 1, two years prior to June 30 of the prior year with the experience for July 1, of the prior year to June 30 of the current year. 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.

~~4.~~ 11.15 -Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the Personnel Director on May 10, 2012.



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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 2007, 2008, 2009 and 2010, 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 2007, 2008, 2009 and 2010. 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. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.

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.



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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 Joint Labor-Management Committee 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;



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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 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2014~~0~~. 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 2010 (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 Joint Labor-Management Committee discussions.

21.4 –The City may re-open negotiations regarding reimbursement of the Guild President's salary and benefits. Should the City exercise the re-opener the parties agree to bargain in good faith recognizing the City's position to discontinue paying the SPOG President's salary in its present form. Additionally, should the City exercise the re-opener the parties also agree to open on wages in an amount commensurate to the Guild President's salary.

21.5 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.



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Signed this _____ day of _____ ~~2008~~2013.

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; provided that discipline in the form of a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature shall be subject to challenge through the process provided at Section 3.5 above. There shall be no change in the nature of any grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to 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 shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her immediate supervisor within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The immediate supervisor shall answer the grievance in writing within fifteen (15) calendar days after being notified of the grievance.

Step 2



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If the grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance 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. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Step 3

If the grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 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 fifteen (15) calendar days after the Step 2 answer is due. 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 which meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, 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, the contract grievance may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due and be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.



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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 arbitration hearing shall be conducted within ninety (90) calendar days from the date the matter has been received by the American Arbitration Association unless the arbitrator selected is unavailable within that time frame or the parties mutually agreed in writing to extend that time frame.

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. The arbitrator shall be selected from a list of five names obtained from the American Arbitration Association. If the Employee and the Guild cannot



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agree on one arbitrator from said list, then the arbitrator will be selected in accordance with AAA procedures.

A.3 The Guild may file a grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.

A.4 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.5 If the City fails to comply with any time limitation of the procedure in this Article, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article, the grievance is withdrawn and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.

A.6 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.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



CITY CLERK

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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PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## 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



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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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June 17, 2013
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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," except as provided at subsection 2 below. 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.

D.2 The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:

A. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and

B. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police Officers' Guild representative present at the interview should you chose."

D.3 All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:

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 named employee 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.



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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 or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing 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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PER SPOG CBA ORD ATTACH #1
June 17, 2013
Version #1

## APPENDIX E - OPA REVIEW BOARD

I. NOTHING IN THE AGREEMENT BETWEEN THE CITY AND THE GUILD SHALL BE CONSTRUED AS A WAIVER AND/OR LIMITATION ON THE CITY'S RIGHT TO ADOPT LEGISLATION ENACTING THE OPA REVIEW BOARD SO LONG AS NOTHING IN SUCH LEGISLATION IMPLICATES A MANDATORY SUBJECT OF BARGAINING AND/OR IS INCONSISTENT WITH THE AGREEMENT BETWEEN THE CITY AND THE GUILD. THE CONTRACT GRIEVANCE PROCESS SHALL NOT APPLY TO THE TERMS OF THIS APPENDIX. THE EXCLUSIVE PROCESS FOR RESOLVING DISPUTES RELATING TO THE TERMS OF THIS APPENDIX IS SET FORTH AT SECTION V BELOW.

1. Office of Professional Accountability (OPA) Review Board - The OPA Auditor shall have the authority to require further investigation in an OPA investigation without having to appeal to the OPA Review Board.

   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 OPA Review Board shall have the following powers with respect to complaints lodged against Guild bargaining unit members:

      i. To review all redacted 2.7 complaint forms with classification noted;

      ii. To request and review closed, redacted case files.

   C. 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.

2. COMPOSITION OF THE OPA REVIEW BOARD

   The City of Seattle's Office of Accountability Review Board ("OPARB") shall consist of seven (7) members. A quorum shall be four members.

   A. The City Council shall appoint all of the members of the OPARB.



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B. The City Council shall solicit input from the Guild concerning potential appointments to the OPARB.

C. The City Council shall establish the term of office for the members of the OPARB with none serving a term of more than two (2) years, although members may be appointed to successive terms.

3. ELIGIBILITY CRITERIA FOR BOARD MEMBERS

The OPA Review Board members should possess the following qualifications and characteristics:

A. A citizen of the United States or be lawfully authorized to work in the United States.

B. Possess a high school diploma or a GED at time of appointment.

C. Be at least 21 years of age for appointment.

D. A commitment to and knowledge of the need for and responsibilities of law enforcement, as well as the need to protect basic constitutional rights of all affected parties.

E. A reputation for integrity and professionalism, as well as the ability to maintain a high standard of integrity in the office.

F. The absence of any plea to or conviction for a felony, crime of violence, or an offense involving moral turpitude.

G. Because members of the OPA Review Board may serve in a quasi-judicial capacity in making decisions about whether or not investigations of police misconduct are complete, as a requirement for appointment, candidates must be able to comply with the requirements of the appearance of fairness doctrine with respect to their duties as a member of the OPA Review Board. For the purposes of this Appendix, the appearance of fairness doctrine shall be applied as an eligibility criteria for appointment to the OPA Review Board, as opposed to being applied on a case-by-case basis.



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In an effort to limit disputes regarding the type of information which must be provided to the Guild regarding a candidate, the parties hereby set forth the information to which the Guild is entitled. Criminal history record information which includes records of arrest, charges, allegations of criminal conduct and nonconviction data relating to a candidate for appointment, and Department records of any complaints of police misconduct filed by the candidate shall be made available to the Guild. Access to such records by the Guild shall be for the sole purpose of assessing whether or not the candidate meets the above eligibility criteria. Access shall be limited to the executive officers and members of the Board of Directors of the Guild and the Guild's attorneys. Such records shall not be used by anyone in connection with any other civil, criminal or other matter, or for any other purpose. After the Guild has conducted its assessment of the candidate, the records shall be promptly returned to the Department unless the Guild challenges the appointment as set forth in Section V, below. If the Guild challenges the appointment, the records shall be used solely for the purpose of the arbitration, will be presented to the arbitrator under seal, and will be returned to the City at the conclusion of the arbitration. Except as otherwise necessary for the purposes of this Appendix or the resolution of a dispute under Section V below, such records shall be maintained by the Guild as confidential and shall not be copied, disclosed or disseminated.

4. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) member of the OPARB shall be a graduate of an accredited law school and a member in good standing of the Washington State Bar Association.

5. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) member of the OPARB shall have at least five (5) years of experience in the field of law enforcement.

6. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) other member of the OPARB shall have significant experience and history in community involvement, and community organizing and outreach.

7. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) other member of the OPARB shall have at least five (5) years experience as a sworn police officer.

8. The City Council may establish such additional qualifications and characteristics, as it deems appropriate, consistent with this Appendix.



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II. CONFIDENTIALITY

An intentional breach of the confidentiality provisions of the ordinance shall constitute grounds for removal.

In addition, Board members shall sign a confidentiality agreement that states, as follows:

> As a member of the City of Seattle's Office of Accountability Review Board ("OPARB"), I understand that I will have access to confidential and/or investigative information and/or records that I am prohibited from disclosing. I agree not to disclose any such confidential and/or investigative information and/or records. I understand that proven, intentional, release or disclosure of such confidential and/or investigative information and/or records shall constitute grounds for my removal as a member of the OPARB.
>
> I further agree to indemnify, defend, and hold the City of Seattle harmless for and from any legal action(s) arising from proven, intentional, release or disclosure of such confidential and/or investigative information by me.
>
> Finally, I understand that in the event I do not intentionally release or disclose any confidential and/or investigative information and/or records, the City has agreed to indemnify, defend, and hold me harmless for and from any legal action(s) arising from my conduct as a member of the OPARB in accordance with SMC 4.64.100 and SMC 4.64.110.

III. THE BASIS FOR REQUESTING FURTHER INVESTIGATION

If the Auditor sends a case back for further investigation, he/she must specify what investigative task(s) need to be performed.

A case only may be sent back for further investigation if a reasonable amount of time is available to accomplish the articulated investigative task(s) leaving time for the administrative processing of the investigation before expiration of the contractual 180 day time period. The administrative processing of the investigation includes the time required for line review, but does not include any time subsequent to the mailing or other delivery of the Disciplinary Action Report/Loudermill notice.

The OPA Director will notify the OPA Auditor when the articulated investigative tasks have been completed and/or will provide an explanation to the OPA Auditor of the reasons the requested tasks could not be completed. The OPA Auditor may perform an audit of the file to ensure compliance with the request for further investigation. If the OPA Auditor does not agree that the Department has complied with the request



CITY CLERK

for further investigation, the OPA Auditor will meet with the OPA Director to try and resolve the matter and gain compliance. All other conditions set forth above regarding time constraints shall be applicable.

IV. OPA REVIEW BOARD REPORTS

The Board shall generate reports and those reports shall be quarterly. The Board reports shall include the following:

1. A review and report on the implementation of the Office of Professional Accountability.

2. A general overview of the files and records reviewed by the Board, including the number of closed, completed cases reviewed.

3. IIS shall be responsible for gathering statistical data relating to complaints and shall provide the same statistical data to the Board as is provided to the Auditor. That data shall include the:
   a. Number of complaints received;
   b. Category and nature of the allegations;
   c. Percentage of cases sustained;
   d. Disciplinary action taken in sustained cases;
   e. Data on patterns of complaints, including types of complaints;
   f. Geographic area of the complaint, and census tract rather than street addresses may be used to identify the geographic area of a complaint;
   g. Number of officers, if any, who receive three or more sustained complaints in one year. The names of the officers shall not be disclosed.

4. The Board's report shall include the number of cases in which the Auditor requests further investigation.

5. The Board's report shall include: a summary of issues, problems and trends noted by the Board as a result of their review; any recommendations that the City consider additional officer training, including recommendations that the City consider specialized training for investigators; and any recommendations that the Department consider policy or procedural changes.

6. The Board shall be advised and the Auditor shall report on the OPA Director's involvement in community outreach to inform citizens of the complaint process and the OPA's role.



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7. After the committee on racial profiling has made its final report and recommendations, the City may determine that it is appropriate to gather, maintain and report data on the race, ethnicity and gender of complainants, and on the race, ethnicity, gender, assignment, and seniority of officers who are the subject of complaints. The City will provide thirty (30) days notice to the Guild of its intent to begin gathering, maintaining and reporting such data on complainants and officers who are the subject of complaints, and within the thirty (30) day notice period, the Guild may request to reopen negotiations on that subject. Such bargaining shall follow the requirements of paragraph 10D of the Memorandum of Understanding executed on September 7, 2000. During the bargaining process, the preexisting status quo will be maintained.

## V. DISPUTE RESOLUTION PROCESS

1. Disputes between the City and the Guild over alleged violations of the terms of this Appendix shall be resolved solely through recourse directly to arbitration.

2. With respect to disputes over a Board candidate meeting the eligibility criteria for appointment or whether or not the City has met its obligation to provide records regarding a candidate, the Guild shall provide written notice to the President of the City Council, with a copy to the Mayor, the Chair of the Public Safety Committee and the Chief of Police, of the Guild's objections, including a summary of the evidence that the Guild has at the time in support of its objections. Such written notice shall be provided not more than ten (10) work days following the date that the City Council solicits input from Guild on the appointment, as required by Section I.B above. If the City intends to proceed with the appointment despite the Guild's objections and/or refuses to provide the required information, the Guild may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so, within ten (10) work days following the date that the Guild is notified by the City of the intent to proceed with the appointment and/or is notified that the required information will not be provided. If the Guild fails to raise a timely objection to the appointment there shall be no arbitration. In the event the City is ordered to provide additional records, the Guild may rely on such records in raising an objection to an appointment, by providing written notice in the manner prescribed above not more than ten (10) work days following receipt of the records, including a summary of the evidence that the Guild has at the time in support of its objections. If the City does not act on the Guild's objections, the Guild may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so, within ten (10) work days



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following the date that the Guild is notified by the City of the intent not to take action on the Guild's objections.

3. With respect to disputes over a Board member violating confidentiality requirements, the Guild shall provide written notice to the President of the City Council, with a copy to the Mayor, the Chair of the Public Safety Committee and the Chief of Police, of the Guild's allegations that confidentiality requirements have been breached by a Board member, including a summary of the evidence that the Guild has at the time in support of its allegations. Such notice shall be provided not more than ten (10) work days following the date of the alleged breach of confidentiality or of the date that the Guild knew or should have known of the alleged breach. If the Board member remains on the Board more than ten (10) work days following notice to the City from the Guild, the Guild may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so within ten (10) work days following the ten (10) work day notice period.

4. With respect to other disputes over alleged violations of the terms of the Appendix other than those denominated above, the Guild shall provide written notice to the President of the City Council, with a copy to the Mayor, the Chair of the Public Safety Committee and the Chief of Police, of the Guild's allegations that a provision of this Appendix has been breached, including a summary of the evidence that the Guild has at the time in support of its allegations and the remedy sought. Such notice shall be provided not more than ten (10) work days following the date of the alleged breach or the date that the Guild knew or should have known of the alleged breach. If the city does not provide notice of its intent to implement the remedy sought within ten (10) work days following notice to the City from the Guild, the Guild may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so within ten (10) work days following the ten (10) work day notice period.

5. The contractual 180 day time period for completion of an investigation shall be tolled and no discipline shall be imposed from the date a dispute alleging a violation of Section 4 of this Appendix is submitted to arbitration until the date of the arbitration award or the date of the settlement or dismissal of the arbitration.

6. The parties shall meet and select an arbitrator no later than ten (10) work days from the date of the written notice of arbitration from the Guild to the Director of Labor Relations.



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A. The parties agree that the following arbitrators shall constitute the pool from which arbitrators shall be selected: Michael Beck; Janet Gaunt; Michael Cavanaugh; Carlton Snow; and Don Wollett.

B. The same arbitrator shall not be eligible to serve as the arbitrator in consecutive arbitrations, except by mutual agreement.

C. The first eligible arbitrator from the above list available to conduct the hearing within sixty (60) days shall be selected. If none are available to conduct a hearing within sixty (60) days, the eligible arbitrator with the earliest available hearing date shall be selected unless the parties otherwise agree, and the hearing shall commence on the earliest available hearing date for the arbitrator selected unless the parties otherwise agree in writing.

D. The parties may mutually agree to make additions or deletions to the list at any time, but the number of arbitrators on the list shall not be less than five. If an arbitrator is no longer available so there are less than five on the list and the parties are unable to mutually agree on a replacement, an arbitrator shall be added to the list using the selection process specified by the grievance provision in the collective bargaining agreement.

7. Briefs, if any are offered, shall be filed and served no later than the beginning of the arbitration hearing. The parties shall present their evidence to the arbitrator at the hearing. The arbitrator shall issue his/her decision immediately at the close of the hearing and following oral argument by the parties. The cost of the arbitrator shall be borne by the party that does not prevail, and each party shall bear the costs and attorney fees of presenting its own case, except as provided by subsection 8 below. The decision of the arbitrator shall be final and binding on the parties, and there shall be no appeal from the arbitrator's decision.

8. Disputes submitted to arbitration by the Guild and defenses raised by the City shall be well grounded in fact and not interposed for any improper purpose, such as to harass or delay. Violations of this subsection shall support the award of reasonable attorney fees at prevailing commercial rates by an arbitrator.



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David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #2
June 6, 2013
Version #1

# MEMORANDUM OF AGREEMENT #1

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") agreement regarding implementation of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements").

Whereas the City of Seattle and the U.S. Department of Justice entered into a voluntary Settlement Agreement and a Stipulated Order of Resolution addressing reforms of the Seattle Police Department;

To the extent implementation of "the Agreements" entered into by the City with the United States Department of Justice (to include: Settlement Agreement, MOU, and Monitoring Plans) implicate changes to mandatory subjects of bargaining, the City and the Guild agree to engage in collective bargaining over the proposed changes and re-open the collective bargaining agreement to effectuate such bargaining. Should either the City or the Guild request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits. If a re-opener is exercised, the parties shall comply with all the requirements of RCW 41.56 and bargain in good faith.

This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Agreements, after which this Memorandum of Agreement will expire. This Memorandum of Agreement will be treated as part of the collective bargaining agreement.

Dated this day of _____, 2013

Rich O'Neill
President, Seattle Police Officers' Guild

Mike Fields
Labor Negotiator, City of Seattle



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David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #3
June 6, 2013
Version #1

# MEMORANDUM OF AGREEMENT #2

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding implementation of a body-worn video pilot program within the Seattle Police Department ("Department").

Whereas, the City has indicated an interest in testing the operational and technical aspects of deploying a body-worn video recording system, the Guild and the City agree to the following:

A body-worn video pilot program ("Pilot") shall be created during which certain officers will wear video recording devices attached to their uniforms. No more than 12 cameras will be in use during the pilot program. During the course of the Pilot only volunteer officers will be used. Consistent with the participants' volunteer status, no discipline shall result from not using the camera in a particular instance. No officers will be pressured or instructed to volunteer. Additionally, officers who are able to articulate a legitimate reason will have the discretion to turn the video cameras off. The use and storage of video recorded as part of the Pilot shall be governed by the terms of the parties' 2012 agreement concerning recorded imagery, a copy of which is attached hereto as Exhibit A. Prior to implementation of the Pilot, the City shall verify that provisions of the Pilot conform to State law.

This Memorandum of Agreement will be in effect for one year from the date the Pilot begins after which time it will expire and use of body-worn video will cease unless agreed to by the mutual, written agreement of the parties. The Department will notify the Guild when the pilot program is beginning.

Dated this ___ day of 2013

| | |
|---|---|
| _____ Rich | _____ O'Neill |
| Seattle Police Officer's Guild President | Labor Negotiator, City of Seattle |



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David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #4
June 6, 2013
Version #1

MEMORANDUM OF AGREEMENT #3

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding access and confidentiality issues arising out of work to be done by the Monitor (the term "Monitor" refers to all members of the Monitor's team) appointed as a result of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements").

Whereas the City and the U.S. Department of Justice entered into a voluntary Settlement Agreement which created the appointment of the Monitor who would be granted access to Seattle Police Department documents, facilities and personnel; and

Whereas the Monitor sent a letter dated January 16, 2013 ("Letter"), to the Guild and the City making certain representations regarding confidentiality and access issues related to the Monitor's work;

The parties agree that the City will act consistently with all commitments regarding confidentiality and access issues made by the Monitor in the Letter, as set forth in the paragraphs labeled "Confidentiality," Nondisclosure," "Conversations," "Searches," and "OPA." This agreement does not affect or limit the City's obligations under federal or state law, including the Washington Public Records Act. This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Settlement Agreement, after which this Memorandum of Agreement will expire.

Dated this day of _____, 2013

Rich O'Neill
Seattle Police Officer's Guild President

Mike Fields
Labor Negotiator, City of Seattle

Attachment 4 to PER SPOG CBA ORD

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David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #5
June 6, 2013
Version #1

# MEMORANDUM OF AGREEMENT #4

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding formation of the Community Police Commission ("Commission") created as a result of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements").

Whereas the City of Seattle and the U.S. Department of Justice entered into a voluntary Settlement Agreement and a Stipulated Order of Resolution addressing reforms of the Seattle Police Department;

Whereas the Agreements call for the creation of the Commission, the City and the Guild agree as follows;

1) At least one of the positions on the Commission is reserved for an elected SPOG board member appointed by the Mayor;

2) The role of the Commission is set forth in the Agreements and Ordinance No. 124021. Any changes to the role of the Commission that involve a mandatory subject of bargaining will be bargained in good faith pursuant to the provisions of RCW 41.56.

3) The Commission will not have access to any non-public information regarding an individual police officer or allegation of misconduct or disciplinary action;

4) The Commission will not review or report on specific cases of alleged misconduct, review or comment on discipline, and will not seek to influence the course or outcome of a specific complaint investigation or the discipline of specific police officers.

This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Agreements, after which this Memorandum of Agreement will expire.



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Dated this day of _____, 2013

Rich O'Neill
President, Seattle Police Officers' Guild

Mike Fields
Labor Negotiator, City of Seattle



CITY CLERK

David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #6
June 6, 2013
Version #1

# MEMORANDUM OF AGREEMENT #5

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding implementation of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements") as it relates to the duties of a supervisor within the Seattle Police Department ("Department").

Whereas, the parties hereto recognize that implementation of the Agreements, as reflected in Department policy, will involve new and different obligations on the part of sergeants; and

Whereas, it is the stated intent of the Department to provide adequate supervision to patrol officers;

The Guild and the City agree to the following:

The Department is responsible for setting sergeant staffing levels. Sergeant staffing levels will be based upon, among other things, ensuring adequate supervision of officers and adequate resources to perform required follow-up activities as required by Department policy. Sergeant staffing levels for the purposes set forth above are not grievable pursuant to this agreement. The appropriate commander shall make every reasonable and necessary effort to ensure that appropriate sergeant staffing levels are met. In the event a sergeant believes there is inadequate sergeant staffing on a given watch, he/she shall bring it to the attention of the appropriate commander.

Sergeants will be trained and given notice of new Department policies that arise out of implementation of the Agreements. In the event a sergeant is to be disciplined for failing to adhere to said policies, the sergeant shall have an affirmative defense to the proposed discipline if he/she is able to prove the following: 1) he/she had not been trained and given notice of the policy in question; or 2) he/she had believed sergeant staffing to be inadequate during the shift in which the alleged failure to follow policy occurred, that he/she had brought such believed inadequate staffing to the attention of the appropriate commander, and that staffing was in fact inadequate to



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allow the sergeant to reasonably complete the duties imposed by the Department policy in question.

This Memorandum of Agreement will be in effect for as long as the Department is being monitored pursuant to the Settlement Agreement, after which time it will expire unless extended by the mutual, written agreement of the parties.

Dated this ___ day of 2013

| | |
|---|---|
| Rich O'Neill | Mike Fields |
| Seattle Police Officer's Guild President | Labor Negotiator, City of Seattle |



CITY CLERK

David Stewart/David Bracilano/sb
PER SPOG CBA ATTACH #7
June 6, 2013
Version #1

# MEMORANDUM OF AGREEMENT#6

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding defense of police action cases.

The parties recognize that the parties are currently in litigation regarding the defense of police action cases in PERC case number 24026-U-11-6144.

The parties agree that the parties will be bound by the final determination regarding the duty to bargain the selection of counsel, as set forth in the pleadings in Case 24026-U-11-6144. The final determination as used in this MOA includes the exhaustion of appeals, if the decision is appealed by either party.

If as a result of the final determination of the litigation it is necessary to modify the language of the collective bargaining agreement to make it consistent with the final determination, then the parties shall meet to negotiate replacement language to modify the collective bargaining agreement consistent with the final determination.

Dated this ___ day of , 2013

| | |
|---|---|
| Rich O'Neill | Mike Fields |
| Seattle Police Officer's Guild President | Labor Negotiator, City of Seattle |



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Form revised: December 12, 2012

# FISCAL NOTE FOR NON-CAPITAL PROJECTS

| Department: | Contact Person/Phone: | CBO Analyst/Phone: |
|---|---|---|
| Personnel | David Bracilano/684-7874<br>Sarah Butler/684-7929 | Candice Livingston/233-7274 |

**Legislation Title:**
AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing the execution of a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild to be effective January 1, 2011 through December 31, 2014; authorizing the execution of memoranda of understanding between the City of Seattle and the Seattle Police Officers' Guild; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2012 and 2013 payments therefor; and ratifying and confirming prior acts.

**Summary of the Legislation:**
This legislation authorizes a collective bargaining agreement between the City and the Seattle Police Officers' Guild (SPOG) and appropriates funding to the Seattle Police Department (SPD) to pay for 2012 and 2013 wages adjustments associated with the agreement effective January 1, 2011 through December 31, 2014. This legislation also authorizes six memoranda of agreement between the City and SPOG. This legislation affects approximately 1,222 City employees represented by SPOG.

The Seattle Police Department's finance department has estimated the approximate costs of ratifying the new agreement. The impact of the total agreement between the City and SPOG to SPD budget is approximately $23 million over the course of the four year contract. This legislation will appropriate $10,894,347 for the 2012 and 2013 SPOG agreement payments associated with the COLA increases. The exact costs associated with the bonus changes to sergeant pay are still being calculated and will be addressed via separate legislation. The 2014 budget process will address changes to the SPD base budget for all wage adjustments in the 2014 fiscal year.

**Background:**
The collective bargaining agreement between the City and SPOG expired on December 31, 2010. Union members continued to work on condition that their wages, hours and other working conditions be negotiated. SPOG members ratified the new agreement in May of 2013.

This agreement stipulates that the union members will not receive a wage increase for 2011; however, they will receive increases for 2012, 2013, and 2014. These increases are defined as follows:

- 2.3% in 2012;



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- 3.25% in 2013; and,
- 0.75 percent plus 100 percent of the percentage increase of the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) June over June increase in 2014.

Other contract items include changes to sergeant pay structures and health care. Effective January 1, 2012, longevity and premium pay for police sergeants will no longer be based off the top step of the police officer base pay, but off the top step of the police sergeant base pay. The City and SPOG agreed to add preventative plan design elements that mirror health care benefits for most City employees. The City and SPOG members will continue to premium share at 95 percent and 5 percent, respectively.

The City and SPOG also agreed to changes to other conditions of employment, including a body mounted camera pilot project, Department of Justice settlement agreement implementation issues and reopeners on Department of Justice settlement agreement issues, patrol shifts and the SPOG President's salary, among other items.

Please check one of the following:

____ **This legislation does not have any financial implications.**

_X_ **This legislation has financial implications.**

| Fund Name and Number | Department | Budget Control Level* | 2013 Appropriation | 2014 Anticipated Appropriation |
|---|---|---|---|---|
| General Subfund (00100) | Seattle Police Department | Office of the Chief of Police (P1000) | $90,517 | $98,715 |
| General Subfund (00100) | Seattle Police Department | Office of Professional Accountability (P1300) | $69,840 | $75,724 |
| General Subfund (00100) | Seattle Police Department | Deputy Chief of Staff (P1600) | $54,069 | $58,935 |
| General Subfund (00100) | Seattle Police Department | Special Operations (P3400) | $1,430,146 | $1,555,038 |
| General Subfund (00100) | Seattle Police Department | Patrol Operations Administration (P6000) | $54,559 | $60,132 |
| General Subfund (00100) | Seattle Police Department | West Precinct Patrol (P6100) | $1,929,545 | $2,095,487 |
| General Subfund (00100) | Seattle Police Department | North Precinct Patrol (P6200) | $2,068,507 | $2,245,896 |
| General Subfund (00100) | Seattle Police Department | South Precinct Patrol (P6500) | $1,102,401 | $1,197,201 |



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| | | | | |
|---|---|---|---|---|
| General Subfund (00100) | Seattle Police Department | East Precinct (P6600) | $1,519,335 | $1,650,665 |
| General Subfund (00100) | Seattle Police Department | Southwest Precinct Patrol (P6700) | $1,012,991 | $1,101,474 |
| General Subfund (00100) | Seattle Police Department | Criminal Investigations Administration (P7000) | $82,858 | $89,745 |
| General Subfund (00100) | Seattle Police Department | Violent Crimes Investigations (P7100) | $392,949 | $426,877 |
| General Subfund (00100) | Seattle Police Department | Narcotics Investigations (P7700) | $224,778 | $245,301 |
| General Subfund (00100) | Seattle Police Department | Special Investigations (P7800) | $224,211 | $243,698 |
| General Subfund (00100) | Seattle Police Department | Special Victims (P7900) | $328,569 | $357,394 |
| General Subfund (00100) | Seattle Police Department | Field Support Administration (P8000) | $309,072 | $336,615 |

**See budget book to obtain the appropriate Budget Control Level for your department.*

Appropriations Notes:

The above costs do not include the longevity and bonus pay associated with the change in calculation associated with the new contract. This amount will be exactly identified and appropriated to SPD as necessary in separate legislation.

**Anticipated Revenue/Reimbursement Resulting from this Legislation:** NONE

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:** NONE

**Spending/Cash Flow:** All funding will be spent in 2013. No funding will be carried over for this purpose in 2014.

**Other Implications:**

a) **Does the legislation have indirect financial implications, or long-term implications?**
This contract permanently changes the base pay of SPOG members and as a result increases the SPD base budget in future years.

b) **What is the financial cost of not implementing the legislation?**
If the contract is not legislated, employees will continue to receive the same wages that became effective on January 6, 2010. There may be additional legal risks associated with not implementing this legislation.



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c) **Does this legislation affect any departments besides the originating department?**
The Seattle Police Department is affected by this legislation. This proposed Council Bill will increase the Police Department's budget to make required payments provided in the collective bargaining agreement.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.

e) **Is a public hearing required for this legislation?**
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

g) **Does this legislation affect a piece of property?**
No.

h) **Other Issues:** None



CITY CLERK

**City of Seattle**
Office of the Mayor

June 25, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that authorizes a collective bargaining agreement and six memoranda of agreement (MOA) between the City of Seattle and the Seattle Police Officers' Guild (SPOG) and provides funding for the Seattle Police Department (SPD) to make payments associated with these agreements. This legislation affects approximately 1,222 City employees and will appropriate $10.9 million for payments through the end of 2013.

The largest financial impact of these agreements is driven by the wage changes of union members. Under the agreements reached between the City and SPOG, union members will not receive a wage increase for 2011; however, they will receive a 2.3 percent increase for 2012 and 3.25 percent increase in 2013. In 2014, base wages will increase by 0.75 percent plus 100 percent of the June over June percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index. Other changes include using a different method of calculating police sergeant's longevity and premium pay and adding preventative plan design elements that mirror health care benefits for most City employees.

To continue progress of several key City programs, SPOG agreed to move forward with a body mounted camera pilot project in 2013, as well as provide reopeners for other conditions of employment, including patrol shifts and the SPOG President's salary. The attached MOAs and associated contract reopeners also encourage continued progress towards meeting the requirements of the Department of Justice settlement agreement.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206)684-7874 or Sarah Butler at (206)684-7929.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

2013 CITY CLERK

## STATE OF WASHINGTON -- KING COUNTY

--ss.

301404 No.

CITY OF SEATTLE,CLERKS OFFICE

# 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.

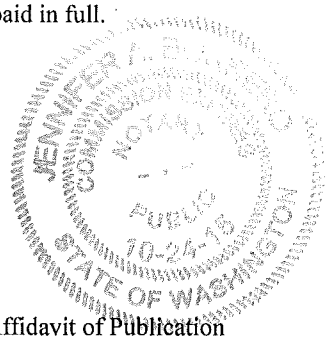
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124227-124237 TITLE

was published on

08/15/13

The amount of the fee charged for the foregoing publication is the sum of $214.50 which amount has been paid in full.




Subscribed and sworn to before me on

08/15/2013

Notary public for the State of Washington,
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on July 22, 2013, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

**ORDINANCE NO. 124227**

AN ORDINANCE relating to historic preservation, imposing controls upon the Ballard Carnegie Free Public Library Building, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

**ORDINANCE NO. 124228**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to grant and convey easement rights under portions of Rainbow Point Park to the Central Puget Sound Regional Transit Authority for the purposes of installing, repairing, maintaining, and operating tunnels for light rail service, and to accept payment therefor; and finding that the grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

**ORDINANCE NO. 124229**

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961, and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Director of Seattle Center to convey an easement to King County through Seattle Center land in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

**ORDINANCE NO. 124230**

AN ORDINANCE relating to revenues generated from the use of school zone fixed automated traffic cameras; creating a fund for depositing such revenues; and adopting financial policies for the City of Seattle governing the fund.

**ORDINANCE NO. 124231**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of the real property commonly known as the Port of Seattle's West Yard; authorizing the acceptance and recording of the deed for open space, park and recreation purposes; authorizing the 2008 Parks and Green Spaces Levy Oversight Committee to perform all functions of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; deleting a project from the Acquisition Category and a project from the Development Category of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; reallocating funds to the Opportunity Fund categories of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy and the 2008 Parks Levy; abandoning certain appropriations to the Department of Parks and Recreation effective as of January 1, 2013; increasing the appropriations to the Department of Parks and Recreation in the 2013 Adopted Budget; amending the 2013-2018 Adopted Capital Improvement Program; and ratifying and confirming certain prior acts; all by three-fourths vote of the City Council.

**ORDINANCE NO. 124232**

AN ORDINANCE relating to the Department of Finance and Administrative Services; amending Ordinance 121969 regarding the grant of an easement to Puget Sound Energy for a nonexclusive easement over, under, through, across and upon a portion of the property known as the Joint Training Facility, located at 9401 Myers Way South.

**ORDINANCE NO. 124233**

AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing the execution of a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild to be effective January 1, 2011 through December 31, 2014; authorizing the execution of memoranda of understanding between the City of Seattle and the Seattle Police Officers' Guild; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2012 and 2013 payments therefor; and ratifying and confirming prior acts.

**ORDINANCE NO. 124234**

AN ORDINANCE relating to City employment, adopting a 2013 Citywide Position List.

**ORDINANCE NO. 124235**

AN ORDINANCE relating to the Downtown Parking and Business Improvement Area (known as the Metropolitan Improvement District); amending Ordinance 124175 to correct a technical error in the special assessment rate schedule; and ratifying and confirming certain prior acts.

**ORDINANCE NO. 124236**

AN ORDINANCE relating to historic preservation, imposing controls upon the Anhalt Apartment Building at1600 East John Street, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

**ORDINANCE NO. 124237**

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, August 15, 2013.

8/15(301404)

**of affidavit**