

Ord. 98510

Ordinance No. 98510

AN ORDINANCE authorizing a collective bargaining agreement (1970-1971) with the Seattle Police Officers' Guild.

12-31-69 PASS

COMPTROLLER
FILE NUMBER _____

Council Bill No. 90098

INTROUCED: DEC 29 1969	BY: EXECUTIVE REQUEST
REFERRED: DEC 29 1969	TO: <i>Finance</i>
REPORTED:	
REPORTED:	
REPORTED: JAN 5 1970	SECOND READING: JAN 5 1970
THIRD READING: JAN 5 1970	SIGNED: JAN 5 1970
PRESENTED TO MAYOR: JAN 6 1970	APPROVED: JAN 6 1970
SENT TO CITY CLERK: JAN 6 1970	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

1167

(To be used for all Ordinances except Emergency.)

ORDINANCE NO. 98510

AN ORDINANCE authorizing a collective bargaining agreement (1970-1971) with the Seattle Police Officers' Guild.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

AMENDED-ORD.
~~ORDINANCE~~
enw-*sp*

Section 1. That the Mayor is hereby authorized for and on behalf of the City of Seattle to execute effective January 1, 1970 and through December 31, 1971, a collective bargaining agreement with the Seattle Police Officers' Guild substantially in the form of Exhibit "I" attached hereto with Exhibits "A", "B", "C", "D", "E", and "F" attached to the agreement setting forth certain working conditions and pay adjustment provisions for the classes of positions listed therein and supplementing Ordinance 98470 as authorized by R.C.W Chapter 41.56.

~~ORDINANCE~~
enw-*sp*

Section 2. That all Ordinances insofar as inconsistent herewith are hereby superseded.

AMENDED-ORD.
~~ORDINANCE~~
enw-*sp*

Section 3. That execution and delivery of the agreement authorized in Section 1 hereof and any act pursuant thereto and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 5 day of January, 1970
and signed by me in open session in authentication of its passage this 5 day of January, 1970

Charles M. Garbell
President of the City Council.

Approved by me this 6th day of January, 1970

Mrs. Uhlman
Mayor.

Filed by me this 6 day of January, 1970

Attest: *C. H. Glendonson*
City Comptroller and City Clerk.

(SEAL)

Published

By *J. F. Fenton*
Deputy Clerk.

AGREEMENT

By and Between

CITY OF SEATTLE
and
SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

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

ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department up to and including the rank of Sergeant for the purposes of bargaining with the Employer. Provided, however, that nothing in this rule shall be construed to require a member of the Seattle Police Department to join the Guild as a condition of continued employment.

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

ARTICLE II - UNION MEMBERSHIP AND DUES DEDUCTION

Section 1. The Employer recognizes that members of the Seattle Police Department may, at their discretion, become members of the Guild. The Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

Section 3. It is recognized that the governing body at the Guild may be required to absent themselves from their regular duties while participating in negotiations and official meetings and functions of the Guild. Past practice with respect to release time for such individuals shall be continued. The Employer retains the right to restrict such release time when an extreme emergency condition, such as but not limited to riots, civil disorder, earthquake or other major disaster, exists and such release from regular assignments would create a danger to public safety.

Section 4. Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided notification is given. The

Employer retains the right to restrict such release time when an extreme emergency condition exists and such release from regular assignments would create a danger to public safety.

Section 5. Upon written authorization by an employee and approved by the representative of the Guild, the Employer agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments, and twice each month Guild dues, and forward the sum to the Guild Secretary-Treasurer. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignments, no deduction shall be made from the employee for that month.

ARTICLE III - DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 1. The parties agree that discipline is a command function and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are attached as Exhibit "A" and incorporated into this Agreement by this reference.

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

Section 3. The parties agree that a conference board shall be established in accordance with Exhibit "C" and incorporated into this Agreement by this reference.

Section 4. Any disputes under this Agreement will first be brought to the attention of the City Personnel Director and Guild President one week before legal action by either party is initiated.

ARTICLE IV - EMPLOYMENT PRACTICES

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

10:03 LAYOFF

- a. In a given class in a department, the following shall be the order of layoff:
 - 1) Provisional appointees
 - 2) Temporary or intermittent employees not earning service credit
 - 3) Probationers (except as their layoff may be affected by military service during probation)
 - 4) Regular employees in the order of length of service, the one with the least service being laid off first
- b. Residence Preference: In each group of regular appointees or regular employees being considered for layoff, an employee who is nonresident shall be laid off before a resident employee.
- c. Layoff out of order: The Secretary may grant permission for layoff out of the regular order, upon showing of the appointing authority of the department of a necessity therefor in the interest of efficient operation of his department, after giving any employee or employees affected an opportunity to be heard.
- d. Reduction in lieu of layoff: At the time of any layoff, a regular employee or a promotional probationer shall be given an opportunity to accept reduction to the next lower class in a series of classes in his department, or he may be transferred as provided by Rule 10:01 c (3), transfer in lieu of layoff. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with the Service Credit Rule 9.

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

6.02 RETURN TO REGISTER FOLLOWING LAYOFF

On layoff, an employee's name shall be placed upon the proper eligible register for his class, according to his grade, for one year from the date of such layoff;

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

6.04 ESTABLISHMENT OF REINSTATEMENT REGISTERS:

- a. The names of regular employees who have been laid off shall be placed upon a reinstatement register for the same class and for the department from which laid off, for a period of one year from the date of layoff;
- b. Upon the request of an appointing authority, the Secretary may approve the certification of anyone on such a reinstatement register as eligible for appointment on an open competitive basis in the department requesting certification.
- c. Anyone on a reinstatement register who becomes a regular employee in the same class in another department shall lose his reinstatement rights in his former department.
- d. Anyone accepting a permanent appointment in the class from which laid off and in a department other than that from which laid off is not to be certified to his former department unless his eligibility for that department is restored.
- e. Refusal to accept permanent work from a reinstatement register shall terminate all rights granted under this rule; provided, no one shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which laid off.

7.03 CERTIFICATION

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

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

b. 1) Order of Reinstatement:

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

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

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

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

- 1) Residence preference, if there be such, and
 - 2) A departmental percentage preference which shall be added to the examination grade of an eligible who is employed in the department in which the vacancy exists; such percentage preference shall be give per cent of the eligible's grade including service credit.
- 7.03 d. In determining the number of names on the eligible register for the purpose of certifying twenty-five percent thereof, only the names of those available shall be considered. If the number is not exactly divisible by four, and the remainder is two or three, the number shall be increased to the next highest number divisible by four. If the remainder is one, the number shall not be increased.
- 7.03 e. If two or more vacancies are to be filled from any of the above registers other than the reinstatement register, the names of two more than the number to be appointed shall be certified.
- 7.03 f. If an appointing authority makes an acceptable showing that any of the eligibles certified are not available or that they do not respond, sufficient additional names shall be furnished to complete the certification.
- 7.03 g. Where a certification of eligibles with special experience, training or skill is requested in writing by the appointing authority as being necessary for satisfactory performance in a particular position, and the Secretary determines that the reasons given fully justify the request, a certification may be made of only the highest ranking eligibles who possess the special qualifications. Certification of eligibles of only one sex shall not be made unless there is clear evidence that efficient performance of duties to be assigned could be performed only by the sex specified.
- 7.03 i. Inspection of papers by appointing authority: The application and the examination papers of a certified eligible shall be available for inspection by the appointing authority.

7.05 DURATION OF CERTIFICATION

Certification shall be in effect for 21 days from its date of issuance. The appointing authority must file a report of any appointment from such certification with the Secretary. Such report shall be made immediately upon appointment and within the 21-day period. Failure

to make such report in time will automatically void any certification unless, prior to expiration, authority for its continuance has been granted by the Secretary. Expiration of eligibility shall not cancel the validity of a certification.

7.06 REGULAR APPOINTMENT

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

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

Section 4. Working Out of Classification. Any employee who is assigned to perform the duties of a higher paying classification for a continuous period of four hours or longer on any shift shall be paid an additional two dollars for the shift over his regular rate of pay. An employee who works three or more continuous shifts in a higher classification shall be paid three dollars per shift beginning with the first shift.

Section 5. Personnel Files. The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal

photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department. 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 may be released to outside groups subject to the approval of both the Employer and employee.

Section 6. Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

Section 7. Non-discrimination. It is agreed by the Employer and the Guild that the City is obligated, legally and morally, to provide equality of opportunity, consideration, and treatment of all members employed by the Seattle Police Department in all phases of the employment process.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. Hours of Duty. The working hours for members affected by this Agreement shall be the equivalent of forty hours per week on an annualized basis. The normal schedule for employees other than those in the patrol division shall be five days worked and two days off during a seven-day period. The normal schedule for employees in the patrol division shall be six consecutive days worked followed by two consecutive days off, adjusted to provide 104 furlough days per year. Except in the event of unusual occurrence, civil disorder or national disaster, no employee shall be required over his objection to work in excess of six consecutive days.

Section 2. Overtime. Except as otherwise provided in this article, employees on a five day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day or forty in one scheduled week and employees on a six day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day and for all hours worked on a scheduled furlough day.

Section 3. Overtime Minimum Pay. In the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be for four hours at the time and one-half rate.

Section 4. Overtime Pay for Court Appearances. In the event that an employee is required to appear to testify in Court outside of his regularly scheduled hours, such time shall be compensated for at the applicable straight time rate in accordance with Exhibit D.

Section 5. An employee, subject to approval by his immediate supervisor, may have any earned overtime paid on the basis of compensable time off. Excluding Court overtime, all such compensable time off will be at time and one-half.

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

ARTICLE VI - SALARIES

Salaries shall be as shown in Exhibit E of this Agreement.

ARTICLE VII - DEPARTMENTAL WORK RULES

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

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

Section 2. Clothing Allowance. Each uniformed employee shall receive a clothing allowance of \$150 per annum. Employees hired on or after January 1, 1971 shall be reimbursed for actual cost of items up to \$250.00 upon the completion of six months service. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

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

Section 4. Hazardous Duty Pay. Hazardous duty pay in addition to regular pay shall be granted to certain employees in accordance with the following schedule:

- | | |
|---------------------|------------|
| a) Helicopter Pilot | \$25/month |
| b) Diver | \$25/month |

The Guild reserves the right to open this Agreement with respect to pay and working conditions of members assigned to the "bomb squad" at such time as such a function is initiated by the City.

Section 5. No police officer shall be required to work without a firearm unless mutually agreed to the contrary.

ARTICLE VIII - HOLIDAYS

Employees shall receive holidays in accordance with a relative covering City Ordinance, to wit:

That effective January 1, 1970 uniformed Police personnel shall be allowed eleven (11) holidays off per year with pay, or eleven (11) days off in lieu thereof, at the discretion of the Chief of Police, and Ordinance 95256 and all others in conflict herewith are hereby superseded.

ARTICLE IX - VACATIONS

Employees shall receive paid vacation in accordance with City Ordinance 86799,
to wit:

Section 1. (1) Officers and employees with less than five (5) years' service:

- (a) Officers and employees on a five-day week basis and uniformed policemen shall receive vacations at the rate of 12 working days per year.
- (c) For service of less than one (1) year, officers and employees other than firemen shall receive vacations at the rate of one (1) working day for each month of actual service in the preceding calendar year...

(2) Officers and employees with more than five (5) years service:

- (a) Officers and employees on a five-day week basis and uniformed policemen shall receive vacations at the following rate:

From 5 to 10 years service	14 working days
From 10-15 years service	16 working days
From 15-20 years service	18 working days
From 20-25 years service	20 working days
25 years service and over	25 working days

- (c) For service of less than a full year, officers and employees eligible for vacations, as provided in this section, shall receive vacations at a rate proportionate to the applicable annual vacation for each month of actual service to the nearest four (4) hours of vacation allowance.
- (d) Additional vacation allowances for officers and employees with five (5) or more years' service shall be made available on and after the first of the year following the anniversary in which the required service accumulated; EXCEPT, that when said anniversary falls on the first working day of a year, the additional vacation allowance shall be made available in that year. (Section 1 amended by Ordinance No. 97354.)

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

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

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

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

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

ARTICLE X - PENSIONS

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

ARTICLE XI - MEDICAL COVERAGE

Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120.

ARTICLE XII - FALSE ARREST INSURANCE

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

ARTICLE XIII - MANAGEMENT RIGHTS

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

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

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

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

- (a) To recruit, assign, transfer, or promote members to positions within the department;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine methods, means, and personnel necessary for departmental operations;
- (d) To control the departmental budget; and
- (e) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

ARTICLE XIV - PERFORMANCE OF DUTY

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

ARTICLE XV - RETENTION OF BENEFITS

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 the knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE XVI - SAVINGS CLAUSE

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

ARTICLE XVII - ENTIRE AGREEMENT

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

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

ARTICLE XVIII - DURATION OF AGREEMENT

This Agreement shall become effective as of its execution and shall remain in effect through December 31, 1971. Provided, however, that either party may open negotiations on non-economic items on September 1, 1970, such items to be effective January 1, 1971. This Agreement shall remain in force after December 31, 1971 from year to year unless notice of intent to terminate is served by either party at least 120 days prior to the termination of the Agreement.

Signed this 6th day of January 1970.

CITY OF SEATTLE

SEATTLE POLICE OFFICERS' GUILD

Mr. Ahlman
Mayor

George Pavlovich
Patrick W. Murphy

Attest: _____
City Clerk

Approved as to form: _____
City Attorney

EXHIBIT "A"

"... When a disciplinary action receives the final approval of the Chief of Police, the Bureau Chief of the accused shall immediately notify him of the recommended discipline and his right to a disciplinary hearing, which he must request within 24 hours.

- (b) Except in those cases where he is likely to be charged with a felony, the accused has 24 hours from the time of notification in which to waive or exercise his right to a disciplinary hearing. The accused shall notify his commanding officer within 24 hours otherwise he will be deemed to have waived his right to a disciplinary hearing. At this time, the waiver may not be rescinded. If the accused exercises his right to a disciplinary hearing, he shall have adequate time to prepare his defense after he had been fully informed of the nature of the charges that have been lodged against him.
- (c) The appropriate command will notify the Internal Investigation Division that the accused has waived his rights.
- (d) The accused's commanding officer will implement the disciplinary action. The Internal Investigations Division will assist in implementation of the discipline."

"...d. Disciplinary Hearing Panel

- (1) A disciplinary hearing panel shall consist of five members. Any member with the rank of lieutenant or above, except members of

EXHIBIT "A" (CONTINUED)

the Internal Investigations Division, the Police Legal Advisor, or the accused member's commanding officer, will be eligible for appointment to the panel. The Chief of Police will assign four members to the panel, one of whom shall be an Assistant Chief or major who shall be designated as the presiding officer at the hearing. Anyone from within the Department, including members of the Internal Investigations Division but excluding the Police Legal Advisor, may be selected by the accused to serve as the fifth panel member.

The accused officer shall have the right to challenge any member of the panel for cause and will be allowed to exercise one preemptory challenge.

Personal animosity or previous disciplinary action against the accused by a prospective panelist shall be just cause for exclusion from the panel. The final determination of just cause shall be made by the presiding officer.

- (2) The disciplinary hearing panel will hear cases whenever the accused requests a hearing, or upon the direction of the Chief of Police.
- (3) The commanding officer of the Internal Investigations Division will prepare cases for presentation to the disciplinary hearing panel, requesting an additional investigation when needed. He will schedule the cases and arrange for the hearings to be recorded. He will forward the findings and recommendations of the disciplinary hearing

EXHIBIT "A" (CONTINUED)

panel directly to the Chief of Police for final action.

- (a) The accused will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The accused may be granted a continuance for the purpose of presenting a full and complete defense.
 - (b) The accused may ask any willing member of the Department or an attorney for assistance in the presentation of his case, with the exception of personnel from the Internal Investigations Division of the Police Legal Advisor.
 - (c) The accused may record the proceedings at his own expense.
 - (d) The Guild shall be notified whenever a disciplinary hearing is scheduled. The Guild may assign any elected officer of the Guild to sit in as an observer.
- (4) The disciplinary hearing panel is to determine the truth of falsity of allegations made against Department personnel. The hearing is not a judicial trial and any evidence pertinent to the issue may be presented.
- (a) The presiding officer shall decide any question of procedure or acceptability of evidence, accepting any evidence which is reasonably relevant to the present charges.

EXHIBIT "A" (CONTINUED)

- (b) No statements made by the accused can be used against him in a criminal prosecution.
 - (c) The Legal Advisor may be present as an advisor on procedural matters.
- (5) The disciplinary hearing panel will consider the investigation reports, statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The panel will hear the plea of any accused who wishes to be heard and, at its discretion, may order the accused or any other member of the Department to appear.
- (6) Upon conclusion of the presentation of evidence by both sides, the hearing panel will reach a verdict by secret ballot. The accused will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.
- (7) On the basis of its findings, the panel will recommend one of the following actions to the Chief of Police:
- (a) Further investigation with specific recommendations;
 - (b) Dismissal of the charge;
 - (c) Finding a charge not sustained;
 - (d) Finding a charge sustained and listing their recommendations.

EXHIBIT "A" (CONTINUED)

If a sustained finding is made, the disciplinary panel will then consider previous disciplinary actions taken against the accused in determining appropriate action in the present case.

- (8) The disciplinary panel shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend. "

EXHIBIT "B"

CITY OF SEATTLE
DEPARTMENT OF POLICE

OFFICE OF THE CHIEF
DATE ISSUED 12/26/69

GENERAL ORDER NO. 132

SUBJECT: Grievance and Recommendation Procedure

Effective Date: December 26, 1969

Expiration:

Amends: 2.03.041 (New Section)
Index

Rescinds: All Manual por-
tions in conflict
herewith

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

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

2.03.041 Grievance and Recommendation Procedure

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

1. Applicability

- a. This procedure shall be applicable to any grievance or recommendation submitted by a member or employee, including those concerned with material benefits, employee status, management practices, operational matters, personal disputes and other matters under the control of the Police Department.

EXHIBIT "B" (CONTINUED)

- b. Provisions of this procedure are limited to all sworn members of the rank of sergeant and below, and to all civilian employees below the level of director.
- c. Employee participation will be considered a duty assignment, provided however, that witnesses appearing at the request of management shall be treated in a manner similar to Court Overtime.

2. Employee Relations Panel

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

- a. The first panel meeting of each year shall be scheduled and conducted by the Director of Personnel. At this meeting, elections will be held for chairman and secretary of the panel.
- b. The elected chairman shall call for and preside over panel meetings and all panel members shall be notified in advance of such meetings.
- c. The panel secretary shall be responsible for the preparation and submission of reports and recommendations.
- d. The Employee Relations Panel shall select a Screening Committee and a Hearing Committee from membership of the panel to carry out its functions, or shall itself carry out the functions of these committees when meeting as a Committee of the Whole.

EXHIBIT "B" (CONTINUED)

- e. The Employee Relations Panel shall have the responsibility for reviewing grievances and recommendations, conducting hearings, and reporting findings and making recommendations on all cases to the Chief of Police.
- f. The panel shall have the responsibility for screening and consolidating grievances, conducting hearings, and calling employees to testify at hearings.
- g. Since duplicate or similar grievances and recommendations may be received by the panel, they may be rejected in a summary fashion without providing elaborate explanations for the rejection to the initiator. Moreover, the panel shall consolidate similar grievances and recommendations and take necessary steps to properly handle them. A reply will be made to the initiator of each grievance or recommendation.
- h. A quorum of the panel shall consist of six persons out of the total membership.
- i. Employee Relations Panel members shall serve no more than two consecutive terms in office.

EXHIBIT "B" (CONTINUED)

3. Employee Relations Panel Membership

The Employee Relations Panel shall consist of the following personnel:

Two Captains	Two Police Officers
Two Lieutenants	Two Civilians
Two Sergeants	

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

EXHIBIT "B" (CONTINUED)

- c. Election of civilians to the panel shall be accomplished by separate elections among all employees below the level of director. This election shall be conducted by the Administrative Services Bureau Chief or his representative in December of each year.

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

4. Grievance and Recommendation Transmittal

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

- a. A grievance and Recommendation Transmittal report form is to be used for submitting all formal grievances and recommendations.
- b. A sufficient supply of the above forms shall be maintained by each division, and shall be made readily available to all members and employees.

5. Authority for Initiating and Handling Grievances and Recommendations

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

EXHIBIT "B" (CONTINUED)

- a. The Employee Relations Panel shall have authority to report findings and make recommendations to the Chief of Police or the Civil Service Commission in regard to all grievances or recommendations.
 - b. The Screening Committee of the Employee Relations Panel shall have authority to review and consolidate grievances, conduct hearings, decide the composition of hearing committees, refer grievances and recommendations to the Employee Relations Panel, and call members and employees to testify at hearings.
 - c. The Hearing Committee of the Employee Relations Panel shall have authority to hear cases and make reports of findings to the panel.
 - d. Each supervisor in the normal chain of command may be the final authority in connection with an individual grievance and recommendation case if he accepts and implements the member's or employee's suggestion, or provides a solution to a grievance which is entirely acceptable to the member or employee.
- If the grievance or recommendation cannot be solved by the supervisor to the member's or employee's complete satisfaction, it must be forwarded to the next higher command level as indicated on the Grievance and Recommendation Transmittal report form.

EXHIBIT "B" (CONTINUED)

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

6. Legal Assistance

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

7. Clerical Assistance

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

By Order of:

/s/ W. F. Moore

Acting Chief of Police

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

**SEATTLE POLICE DEPARTMENT
GRIEVANCE/SUGGESTION TRANSMITTAL REPORT**

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

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

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

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

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

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

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

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

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

I further understand that the Employee Relations Panel has the right to consolidate grievances and may not make recommendations to the administration of the department or bureau in every case. I also understand that a detailed explanation of the panel's decision may not be reported to me.

Signed

Date

ROUTING OF COPIES: Initiating employee should retain pink copy for personal reference. Original and yellow copy should go to the Employee Relations Panel. Original should then go back to the initiator with the decision, with or without a detailed explanation. Yellow copy is then to go to the employee's personnel file.

EXHIBIT "C"

CONFERENCE BOARD

There shall be created a Department Conference Board consisting of three persons named by the Guild and three officers of the Department named by the Chief of the Department. The Chief of the Department shall sit as one of the three officers to the maximum extent practicable, but any of the six members may be replaced with an alternate from time to time. A representative of the City of Seattle Personnel Director's office may be requested to attend Conference Board meetings at the discretion of either party. The Conference Board shall meet monthly on a predetermined schedule, or more frequently as determined by them and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees. Accordingly, the Conference Board will not discuss grievances properly the subject of procedure outlined in Article III, Section 2 except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Guild representatives or the Department representatives may initiate discussion of any subject of general nature affecting the operations of the Department or its employees. A proposed agenda shall be prepared by both sides and distributed in advance of each meeting and minutes shall be kept by the Chief's secretary, with a copy sent to the Personnel Director of the City of Seattle.

EXHIBIT D

COURT OVERTIME SCHEDULE

Paid overtime or compensatory time-off for Municipal and/or Justice Court attendance will be allowed on the following time basis:

<u>Shift Worked</u>	<u>Morning Court</u>	<u>Afternoon Court</u>	<u>Evening Court</u>		
12:00 midnight to 8:00 a. m.	2 hours	3 hours	4 hours		
1:00 a. m. to 9:00 a. m.	2 hours	3 hours	4 hours		
6:00 a. m. to 2:00 p. m.	0	2 hours	4 hours		
7:00 a. m. to 3:00 p. m.	0	2 hours (only after 3:00 p. m.)	3 hours		
8:00 a. m. to 4:00 p. m.	0	0	3 hours		
9:00 a. m. to 5:00 p. m.	0	0	3 hours		
				<u>7 P. M. COURT</u>	<u>8 P. M. COURT</u>
10:00 a. m. to 6:00 p. m. (8:45 a. m. Court)	2 hours	0	2 hours	2 hours	3 hours
11:00 a. m. to 7:00 p. m.	2 hours	0	2 hours	2 hours	2 hours
2:00 p. m. to 10: p. m.	4 hours	0	0	0	0
3:00 p. m. to 11:00 p. m.	4 hours	2 hours	0	0	0
4:00 p. m. to 12:00 midnight	4 hours	3 hours	0	0	0
5:00 p. m. to 1:00 a. m.	4 hours	3 hours	0	0	0
6:00 p. m. to 2:00 a. m.	4 hours	3 hours	0	0	0
*7:00 p. m. to 3:00 a. m.	4 hours	3 hours	0	0	0
**8:00 p. m. to 4:00 a. m.	4 hours	3 hours	2 hours	0	0
11:00 p. m. to 7:00 a. m.	2 hours	3 hours	3 hours	3 hours	2 hours
Furlough Day (all shifts)	4 hours	4 hours	4 hours	4 hours	4 hours

*FOR MORNING COURT: Officers may be relieved at midnight, and carry time from midnight to 3:00 a. m. as court time. No overtime shall be given.

**FOR MORNING COURT: 1. Officers may be relieved at midnight, and carry time from midnight to 4:00 a. m. as court time. No overtime shall be given.
2. Officers may be relieved at 2:00 a. m. and carry time from 2:00 a. m. to 4:00 a. m. as court time. Two (2) hours overtime will be given.

FOR SUPERIOR COURT: Officers attending Superior Court on normal off duty hours shall receive a minimum of 2 hours overtime and additional time spent in court shall be on an hour to hour basis. A minimum of 4 hours overtime shall be paid for Superior Court attendance on furlough days. This schedule shall be renegotiated and revised if shifts change and or Court times change.

EXHIBIT E

SALARIES

Section 1. Effective December 15, 1969 through December 31, 1970 salaries shall be in accordance with the following schedule:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>18 months</u>	<u>30 months</u>	<u>42 months</u>
Police Officer	\$710	\$765	\$803	\$837	\$880
Policewoman	710	765	803	837	880
Sergeant, Police	912	953	995		
Sergeant, Policewoman	912	953	995		

Section 2. Should the cost-of-living index for the Seattle area as measured by the Bureau of Labor Statistics for the period October 1, 1969 - October 1, 1970 rise 6% or less, the salaries in Section 1 shall be increased 7% for the calendar year 1971. Should the percentage increase in cost-of-living be greater than 6%, the percentage increase for salaries in Section 1 shall be computed by rounding the cost-of-living increase up to the next whole percentage point and adding 1%. In either event, all salaries shall be rounded off to the nearest whole dollar.

Section 3. Salary premiums shall be paid for the following classifications during the life of the Agreement:

Detectives, while assigned from any classification in Section 1	\$25.00/month
Investigators, while assigned from any classification in Section 1	\$25.00/month
Radio Dispatcher, while assigned from Police Officer or Policewoman	\$25.00/month
Motorcycle Officer, while assigned from any classification in Section 1	\$15.00/month

EXHIBIT E (CONTINUED)

Section 4. Service step premiums shall be added to salaries in Section 1 during the life of this Agreement in accordance with the following schedule:

Completion of five years service	\$5.00/month
Completion of ten years service	\$10.00/month
Completion of fifteen years service	\$15.00/month
Completion of twenty years service	\$20.00/month

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

GENERAL LIABILITY

- AUTOMOBILE POLICY

DECLARATIONS

No. LM 003101

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

CITY OF SEATTLE (see Endt. #1)
Seattle
Washington

Item 2. Policy Period: (Mo. Day Yr.)

From January 1, 1970 to January 1, 1971
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

Individual Partnership

Corporation

Joint Venture

Other:

Business of the named insured is: (insert below)

Audit Period: Annual, unless otherwise stated. (insert below)

Not applicable

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Farmer's Medical Payments Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Garage Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Non Fleet)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Owner's and Contractor's Protective Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Comprehensive General Liability Insurance	\$		Personal Injury Liability Insurance
\$		Comprehensive Personal Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Contractual Liability Insurance	\$		Premises Medical Payments Insurance
\$		Druggists' Liability Insurance	\$		Protection Against Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$		Special Protective and Highway Liability Insurance New York Department of Public Works
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		Storekeeper's Insurance
\$		Farmer's Comprehensive Personal Insurance	\$ 32,281.65		FALSE ARREST INSURANCE per form. Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

\$ 32,281.65 Total Advance Premium for this policy, plus taxes & fees.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: 12/22/69 JB

*Not applicable in Texas

Pitts & Still, Inc.

By *Spencer Pitts*
Authorized Representative

Ptd. in U.S.A.

PREMIUM	\$
FEDERAL TAX	\$
STATE TAX	\$
S. L. FEE	\$
TOTAL	\$ _____

ENDORSEMENT # 1

It is understood and agreed that the Named Assured reads as follows:

CITY OF SEATTLE, Members of the City of Seattle Police Department and all City of Seattle employees with the power of arrest and the Seattle Police Officer's Guild and any member in good standing.

ENDORSEMENT NUMBER 1

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 1/1/70

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

CERTIFICATE NUMBER IM 003101
of California Union Insurance Company

ISSUED TO CITY OF SEATTLE, et al

DATE OF ISSUE 12/22/69

BY jb

PITTS & STILL, INC.

BY Spencer Pitts

SERVICE OF SUIT CLAUSE: IT IS AGREED THAT IN THE EVENT OF THE FAILURE OF INSURERS HEREON TO PAY ANY AMOUNT CLAIMED TO BE DUE HEREUNDER, INSURERS HEREON, AT THE REQUEST OF THE INSURED (OR REINSURED) WILL SUBMIT TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION WITHIN THE UNITED STATES AND WILL COMPLY WITH ALL REQUIREMENTS NECESSARY TO GIVE SUCH COURT JURISDICTION AND ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAW AND PRACTICE OF SUCH COURT.

IT IS FURTHER AGREED THAT SERVICE OF PROCESS IN SUCH SUIT MAY BE MADE UPON PITTS & STILL, INC., HOGE BUILDING, SEATTLE, WASHINGTON 98104, AND THAT IN ANY ONE OF THEM UPON THIS CONTRACT, INSURERS WILL ABIDE BY THE FINAL DECISION OF SUCH COURT OR OF ANY APPELLATE COURT IN THE EVENT OF AN APPEAL.

THE ABOVE-NAMED ARE AUTHORIZED AND DIRECTED TO ACCEPT SERVICE OF PROCESS ON BEHALF OF INSURERS IN ANY SUCH SUIT AND/OR UPON THE REQUEST OF THE INSURED (OR REINSURED) TO GIVE A WRITTEN UNDERTAKING TO THE INSURED (OR REINSURED), THAT THEY WILL ENTER A GENERAL APPEARANCE UPON INSURERS BEHALF IN THE EVENT SUCH A SUIT SHALL BE INSTITUTED.

FURTHER, PURSUANT TO ANY STATUTE OF ANY STATE, TERRITORY OR DISTRICT OF THE UNITED STATES WHICH MAKES PROVISION THEREFORE, INSURERS HEREON HEREBY DESIGNATE THE SUPERINTENDENT, COMMISSIONER OR DIRECTOR OF INSURANCE OR OTHER OFFICER SPECIFIED FOR THAT PURPOSE IN THE STATUTE, OR HIS SUCCESSOR OR SUCCESSORS IN OFFICE, AS THEIR TRUE AND LAWFUL ATTORNEY UPON WHOM MAY BE SERVED ANY LAWFUL PROCESS IN ANY ACTION, SUIT OR PROCEEDING INSTITUTED BY OR ON BEHALF OF THE INSURED (OR REINSURED) OR ANY BENEFICIARY HEREUNDER ARISING OUT OF THIS CONTRACT OF INSURANCE (OR REINSURANCE), AND HEREBY DESIGNATE THE ABOVE-NAMED AS THE PERSON TO WHOM THE SAID OFFICER IS AUTHORIZED TO MAIL SUCH PROCESS OR A TRUE COPY THEREOF.

THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE INSURANCE CODE OF THE STATE OF Washington ENACTED IN 1947.

PREMIUMS CHARGED HEREON ARE SUBJECT TO THE FOLLOWING TAXES AND FEES:

PREMIUM:	<u>32,201.05</u>
POLICY FEE	<u>10.00</u>
SUB-TOTAL:	<u>32,291.05</u>
STATE TAX <u>2</u> %	<u>645.83</u>
SURPLUS LINE <u>1</u> %	<u>322.91</u>
TOTAL:	<u>33,260.39</u>

ATTACHED TO POLICY No. LM 003101
OF California Union Insurance Company
ISSUED TO CITY OF SEATTLE, et al
DATE 12/22/69

PITTS & STILL, INC.

BY J. Pitts

FALSE ARREST INSURANCE

Named Insured:

CITY OF SEATTLE, Members of the City of Seattle Police Department and all City of Seattle employees with the power of arrest and the Seattle Police Officer's Guild and any member in good standing.

1. Subject to the terms, conditions and limitations hereinafter mentioned, the Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of legal liability imposed by civil, criminal, or federal civil rights law upon the Assured on account of:

- (A) False Arrest, Assault and/or Battery and wrongful death resulting therefrom, Detention or Imprisonment or Malicious prosecution;
- (B) Libel, Slander, Defamation or Violation of Rights of Privacy or Discrimination;
- (C) Wrongful Entry or Eviction or other invasion of Rights of Private Occupancy.

Committed or alleged to have been committed during the Policy period.

2. The Company also agrees to reimburse the Assured for the amount of any "costs" (which expression shall mean all investigation, adjustment and legal expenses) incurred by the Assured in the investigation, adjustment and defense of any claims, suits or proceedings which may be brought against the Assured within the coverage of this policy or any other action against the Assured based on any other offense of the types described in paragraphs 1A, 1B and 1C hereon, even if such claims, suit or proceedings are groundless, false or fraudulent. Also, reasonable expenses incurred by the Assured at the Company's request, including actual loss of wages (but not loss of other income) not to exceed \$25.00 per day, because of his attendance at hearings or trials at such request.

The amounts so incurred under this Section (2) are payable in addition to the applicable limit of liability of this policy.

3. LIMITS OF LIABILITY

The Company's limit of liability under this policy exclusive of costs shall in no event exceed the following:

- \$ 100,000.00 in respect of any one person and, subject to that same limit any one person.
- \$ 300,000.00 in respect of any one incident involving more than one person, and
- \$ 300,000.00 in respect of all incidents occurring during the policy period.

4. Acts committed or alleged to have been committed by any person employed by the Assured in or about the conduct of operations by or on behalf of the Assured shall be deemed to have been committed by the Assured.

5. POLICY PERIOD

The term "Policy Period" wherever used herein shall mean the period commencing at 12:01 A.M. (standard time at the location of the Assured) on the 1st day of January 19 70, and ending at 12:01 A.M. on the 1st day of January 19 71.

6. EXCLUSIONS:

This Policy does not cover -

- (A) Liability assumed by the Assured under any written contract or agreement unless the Company has given their written agreement thereto,
- (B) Claims or suits made or brought against the Assured by any Officers, Guild Members, Directors, Partners, or Employees of the Assured.
- (C) Any obligation for which the Assured or any Insurance Carrier as his Insurer may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law.
- (D) Claims arising from the intentional violation of a penal statute or ordinance which has resulted in the criminal conviction of any insured. It is agreed, however, that this exclusion applies only to an insured so convicted and not to any other insured who is not so convicted.

Provided however that should a conviction under a criminal action be sustained against any insured after all appropriate appeal procedures have been exhausted, then and in that event the Company shall be reimbursed by the individual who was so convicted for all costs expended by the Company in the investigation, adjustment or legal defense of the criminal action.

- (E) Personal Injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Assured.
- (F) Claims or Awards for Punitive Damages, as distinguished from compensatory damages.

7. CONDITIONS

- (A) In the event of a claim occurring likely to involve the Company, the Assured shall not make any payment, assume any liability or incur any expense without the consent of the Company being first obtained. The Company shall be entitled, if they so desired, to take over the conduct in the name of the Assured of the Defense of any claim, provided the Attorney retained is approved in writing by the Assured and acceptable to the carrier. The Company shall have full discretion in the handling of any claim, and the Assured shall give all information and assistance as the Company may reasonably require.
- (B) This insurance is not to be called upon in contribution and is only to pay any loss hereon insofar as it is not recoverable under any other insurance.
- (C) The Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid the happening of any peril insured against.
- (D) The insolvency or bankruptcy of the Assured shall not release the Company from any of their obligations assumed hereunder. In case execution against the Assured on any final judgment covered by this insurance shall be returned "unsatisfied" by reason of such insolvency or bankruptcy, then an action may be maintained by the claimant or his or her personal representative against the Company on this policy in the same manner and to the same extent as the Assured but not in excess of the limits of liability expressed herein.
- (E) This policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or surrender of this Policy to PITTS & STILL, INC., Hoge Building, Seattle, Washington 98104.
- This policy may also be cancelled, with or without the return or tender of the unearned premium by the Company or by PITTS & STILL, INC., in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assureds address as shown herein not less than thirty (30) days' written notice stating when the cancellation shall be effective, and in such case the Company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulation herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured. The mailing of notice as aforesaid shall be sufficient proof of notice.
- (F) The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate advice thereof to the Company through PITTS & STILL, INC.
- (G) The Company waives any and all rights of Subrogation against any Assured hereunder.

Pitts & Still, Inc.

Jenna Pitts

98510

CSS 20.14

The City of Seattle--Legislative Department

Date Reported
and Adopted

JAN 5 1970

MR. PRESIDENT:

Your Committee on FINANCE

to which was referred C. B. No. 90098

authorizing a collective bargaining agreement (1970-71) with the Seattle Police Officers' Guild,

RECOMMENDS THAT THE SAME DO PASS.

Handwritten signature

..... Chairman
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..... Chairman
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MT:rp

12/31/69

Committee

Committee