

ORDINANCE No. 118118

Law Department

COUNCIL BILL No. 111222

The City of Seattle--Legislative

INDEXED

AN ORDINANCE authorizing a collective bargaining agreement between the City of Seattle and Seattle Police Dispatchers' Union, effective through December 31, 1997; and providing payment therefor.

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____ report that we have considered the same and respectfully recommend that

Passed 3-0



COMPTROLLER FILE No. _____

| | |
|-------------------------------------|--|
| Introduced: APR 29 1996 | By: WEEKS |
| Referred: APR 29 1996 | To: Personnel & Labor Policy Committee |
| Referred: | To: |
| Referred: | To: |
| Reported: MAY - 6 1996 | Second Reading: MAY - 6 1996 |
| Third Reading: MAY - 6 1996 | Signed: MAY - 6 1996 |
| Presented to Mayor: MAY - 7 1996 | Approved: MAY 13 1996 |
| Returned to City Clerk: MAY 14 1996 | Published: <i>Lille</i> |
| Vetoed by Mayor: | Veto Published: |
| Passed over Veto: | Veto Sustained: |

Tom Thibault
Committee Chair

ORDINANCE 118118

1
2
3 AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle
4 and Seattle Police Dispatchers' Guild, effective through December 31, 1997; and
5 providing payment therefor.

6 WHEREAS a collective bargaining agreement between the City and the Seattle Police
7 Dispatchers' Guild, as the representative of certain City employees, expired on
8 December 31, 1994; and

9 WHEREAS, a Memorandum of Understanding by and between the City of Seattle and the
10 Coalition of Unions concerning wages, health care benefits, and other conditions of
11 employment was authorized by Ordinance 117487; and

12 WHEREAS, said Memorandum of Understanding extended each member Union's labor
13 agreement through December 31, 1995, and open for further negotiations between
14 the City of Seattle and each of the member Unions; and

15 WHEREAS, the Seattle Police Dispatchers' Guild was a member of the Coalition of Unions;
16 and

17 WHEREAS, said employees continued to work after December 31, 1994, on condition that
18 the subject of their wages and other conditions of employment were and continued
19 to be negotiated during collective bargaining; and

20 WHEREAS, collective bargaining has led to an agreement concerning wages and certain
21 other conditions of employment between the City and the Seattle Police Dispatchers'
22 Guild; Now, Therefore,

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

24 Section 1. As contemplated by Ordinance 117487 and as requested by the Personnel
25 Director and recommended by the Mayor in the materials attached hereto, the Mayor is
26 hereby authorized for and on behalf of the City to execute a collective bargaining agreement
27 with the Seattle Police Dispatchers' Guild, effective through December 31, 1997,
28 substantially in the form attached hereto and identified as "Agreement by and between The
City of Seattle and Seattle Police Dispatchers' Guild," with "Appendix A" thereto setting forth
rates of pay for the classes of positions listed therein effective December 28, 1994 and
December 27, 1995.

Section 2. The heads of employing units are hereby authorized to use unexpended
and unencumbered salary funds accumulating in their budgets to pay the compensation
authorized herein. The Finance Director is authorized to draw and pay the warrants drawn
for the compensation authorized herein.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

Passed by the City Council the 10 day of May, 1996, and signed by me in open session in authentication of its passage this 6 day of May, 1996.

Walter Clow
President ~~Pro Tem~~ of the City Council

Approved by me this 13 day of May, 1996

Norman B. Rice
Mayor

Filed by me this 14 day of May, 1996.

Justin E. Pippin
City Clerk

(SEAL)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle Personnel Department

Norman B. Rice, Mayor Sarah Welch, Personnel Director



June 3, 1996

TO: Judith Pippin
City Clerk

ATTENTION: Margaret Carter

FROM: Steve Lakich *Steve Lakich*
Director of Labor Relations

SUBJECT: Collective Bargaining Agreement between The City of Seattle and Seattle Police Dispatchers' Guild

Enclosed is one signed copy of the collective bargaining agreement between The City of Seattle and Seattle Police Dispatchers' Guild.

LL/bc
Enclosures

118118
96 JUN -7 AM 9:35
FILED
CITY OF SEATTLE
CITY CLERK

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CLERK.CBA

An equal employment opportunity affirmative action employer
12th Floor Dexter Horton Building Telephone Device for the Deaf and
710 Second Avenue the Hearing Impaired (TDD)
Seattle, WA 98104-1793 684-1888
Fax: 684-4167 Printed on Recycled Paper

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE DISPATCHERS' GUILD

Effective through December 31, 1997

FILED
CITY OF SEATTLE
96 JUN -7 AM 9:36
CITY CLERK

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

TABLE OF CONTENTS

| ARTICLE | PAGE |
|---|------|
| PREAMBLE | iii |
| ARTICLE 1 - NON-DISCRIMINATION | 1 |
| ARTICLE 2 - GENDER | 2 |
| ARTICLE 3 - RECOGNITION AND BARGAINING UNIT | 3 |
| ARTICLE 4 - RIGHTS OF MANAGEMENT | 4 |
| ARTICLE 5 - GUILD MEMBERSHIP AND DUES | 5 |
| ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE | 8 |
| ARTICLE 7 - WORK STOPPAGE | 9 |
| ARTICLE 8 - GRIEVANCE PROCEDURE | 10 |
| ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY | 14 |
| ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY | 16 |
| ARTICLE 11 - HOLIDAYS | 21 |
| ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE | 22 |
| ARTICLE 13 - ANNUAL VACATIONS | 26 |
| ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE | 31 |
| ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS | 35 |
| ARTICLE 16 - RETIREMENT | 38 |
| ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE | 39 |
| ARTICLE 18 - GUILD REPRESENTATIVES | 40 |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS 41
ARTICLE 20 - SAVINGS CLAUSE 46
ARTICLE 21 - ENTIRE AGREEMENT 47
ARTICLE 22 - SUBORDINATION OF AGREEMENT 48
ARTICLE 23 - TERM OF AGREEMENT 49
APPENDIX A 51

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers' Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The City and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.
- 1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

- 3.1 The City hereby recognizes the Seattle Police Dispatchers' Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include full-time and part-time employees.
- 3.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, and part-time employees not otherwise excluded or limited in the following Sections of this Article.
- 3.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service.
- 3.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 3.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 3.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 3.2 The elected President, Vice President, Secretary-Treasurer, designated Shop Stewards, 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 the members of the unit for negotiating with the Employer.
- 3.3 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 4 - RIGHTS OF MANAGEMENT

- 4.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal service, the right to increase, diminish, or change operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.2 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine the number of shifts and the number of personnel assigned to such shifts; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 5 - GUILD MEMBERSHIP AND DUES

- 5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 5.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular initiation fee and regular monthly dues uniformly required of members of the Guild. The amounts deducted shall be transmitted monthly 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.
- 5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.
- 5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.
- 5.4.1 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

within this Article, the Guild shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.

5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

5.7 The Guild will administer the provisions of the Article with regard to membership or association of employees in accord with its obligations under the law. Any

disputes concerning the amount of dues or fees and/or the responsibility of the Guild to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

- 6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.
- 6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 7 - WORK STOPPAGE

7.1 The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City, including but not limited to the recovery of any financial losses suffered by the City.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a "contract grievance." Any other dispute between the City and any employee covered by this Agreement shall be considered a "noncontract grievance." A contract grievance shall be processed in accordance with the following procedure while a noncontract grievance shall be processed through procedures established by the City. Only the appropriate contract or noncontract procedure may be used. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process. However, there shall be no change in the nature of any grievance after the initial filing.

8.1.2 An employee has the right to have the Shop Steward or Guild Representative present at each step of the grievance procedure.

Step 1. The contract grievance shall be presented in writing by the employee, the Shop Steward or Guild Representative, to the immediate supervisor within fourteen (14) calendar days of the alleged contract violation. The immediate supervisor should consult and/or arrange a meeting with his superior if necessary to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance within fourteen (14) calendar days after being notified of the alleged contract grievance.

Step 2. If the contract grievance is not resolved as provided in Step 1, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. The basis of the alleged grievance shall not be expanded after the initial submission of the grievance in written form. The Shop Steward or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The Bureau Chief shall thereafter convene a meeting within fourteen (14) calendar days between the Shop Steward or Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT

Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the Guild within fourteen (14) calendar days after the contract grievance meeting.

- Step 3. If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within thirty (30) calendar days of having received the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild an answer in writing fourteen (14) calendar days after receipt of the contract grievance or the meeting between the parties.
- Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and be accompanied by the following information:
- a. Identification of Section(s) of Agreement allegedly violated.
 - b. Details or nature of the alleged violation.
 - c. Position of party who is referring the grievance to arbitration.
 - d. Question(s) which the arbitrator is being asked to decide.
 - e. Remedy sought.

By mutual agreement, the Guild and the City may: 1) submit the grievance for mediation in lieu of arbitration (in which case the parties waive the right to pursue the matter further to arbitration); or 2)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

request the arbitrator selected for arbitration, or another arbitrator, to mediate the dispute, which shall then be subject to arbitration if mediation should fail to result in a settlement.

The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

- I. The arbitrator shall have no power to tender a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.
- III. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- IV. 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.

8.2 Any time limits stipulated in the contract grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

8.3 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

8.4 As a means of facilitating settlement of a contract grievance, either party may include an additional member on its committee. If at any step in the contract grievance, management's answer in writing is unsatisfactory, the Guild's reason for non-acceptance must be presented in writing.

8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.

8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limits shall result in the Guild being able to progress to the next step of the grievance procedure.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement. The rates of pay referenced in A.1 were effective December 28, 1994.

9.1.1 Effective December 27, 1995, the base wage rates referenced in A.1.1 were increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1995 over the same period in 1994, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for the first half of calendar year 1995 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semiannual Average 1st half 1995} - \text{Semiannual Average 1st half 1994}}{\text{Semi-Annual Average 1st Half 1994, Seattle-Tacoma CPI-W}} \times 100$$

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

9.1.2 Effective January 8, 1997, the base wage rates referenced in 9.1.1 above shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for first half of calendar year 1996 as published by Bureau of Labor Statistics under the following formula.

$$\frac{\text{Semiannual Average 1st half 1996} - \text{Semiannual Average 1st half 1995}}{\text{Semi-Annual Average 1st Half 1995, Seattle-Tacoma CPI-W}} \times 100$$

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

9.1.3 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

9.1.4 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty. The work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The workday shall be eight (8) hours a day including mealtime and breaks. The schedule for employees in the Communications Section shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off. The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (12) City holidays are converted to sixteen (16) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the appropriate total furlough days per year. At the discretion of the Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle Police Department Communications Section management and the Guild.

10.2 All hours worked in excess of eight (8) in one (1) day, all hours worked on a scheduled furlough day and all hours worked in excess of forty (40) hours in a work week shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.1 Employees who work more than five (5) consecutive days as a result of a change in shift schedule or management canceling their scheduled time-off, shall be compensated at the rate of time-and-one-half for those hours worked on the days in excess of five (5). At the employee's option, this compensation will be in the form of pay or compensatory time, in compliance with Section 10.4.

10.2.2 Employees who as a result of a change in shifts work more than eight (8) consecutive hours will be compensated at the rate of time-and-one-half for those additional consecutive hours worked in excess of eight (8). Compensation in the

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

form of compensatory time must be agreeable to both the affected employee and the City.

10.2.3 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses, in accordance with the provisions of 10.4.

10.4 The maximum balance of compensatory time which an employee may accumulate will be twenty-four (24) hours. Employees will not knowingly apply for compensatory time when that application would exceed the twenty-four (24) hour limit.

10.5 When overtime assignments are necessitated because of a shortage of Guild members, Guild members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage.

10.5.1 Overtime will normally be assigned on a volunteer basis and shall be divided as equally as possible among those employees with the appropriate skill level who desire to work overtime. However, employees who are on limited duty, mandatory sick reporting or have less than 40 hours of accumulated sick leave (except for employees with less than one (1) year of service) may not work voluntary overtime, provided affected employees may petition the Director of Communications for relief of the restriction. This restriction does not apply to the remaining provisions regarding mandatory overtime.

In the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this agreement, starting with the least senior person provided that the following procedures shall apply.

- (A) The Supervisor will first ask for volunteers for overtime.
- (B) If there are no volunteers or additional personnel are needed, the Supervisor will mandatorily assign overtime as follows:
 - (1) A mandatory overtime log will be maintained at the Shift Supervisor's workstation. Employees will be listed in reverse seniority. The employees selected for mandatory overtime will have the fewest mandatory credits or be less senior than those with equal credits.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Once an employee has been assigned mandatory overtime, the Supervisor will note the month/day/year and the number of mandatory overtime hours worked next to the name of the employee being so assigned.

- (2) Selection of employees for mandatory overtime for the first half of any shift will normally be from those employees present on the previous shift.
 - Selection of employees for mandatory overtime for the second half of any shift will normally be from those employees due to report for work for the oncoming shift.
 - Normally, employees assigned to the fourth watch will be liable for mandatory assignments for the second half of that watch to the extent that it is their turn to work when compared with the employees due to report for the second watch.
 - If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with article procedures will call in personnel who are on regularly scheduled furloughs first, then those who are on scheduled discretionary time off.
 - In the event the next eligible employee for mandatory overtime does not have the necessary skill level needed to the staff the watch, the Shift Supervisor will go to the next eligible employee having that skill level. (This should only be done when shifting personnel within workstations will not provide the skill mix necessary to operate the shift.)
- (3) Any credits for mandatory overtime will expire one year after they are acquired.
- (4) Employees who have already worked or are scheduled to work twelve (12) consecutive hours will not normally be assigned mandatory overtime. However, an employee previously scheduled for mandatory overtime may not volunteer for overtime to avoid their assigned mandatory overtime.
- (5) An employee who can demonstrate that he/she is ill or has an illness in his/her immediate family which requires their attention, will not be required to work overtime.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- (6) Unless given written notice at least twenty-four (24) hours prior to a mandatory overtime assignment, child care problems will be considered a valid reason for not working mandatory overtime, provided that no employee shall attempt to consistently avoid mandatory overtime through the use of this exception.
- (7) Employees will not normally be required to work consecutive "calendar" days of mandatory overtime.
- (8) Employees will not normally be required to work mandatory overtime at the end of their assigned shift if they are scheduled to report back for work within the next thirteen (13) hours after shift end. For example: If employee Jones' assigned shift is 1545 hours to 2345 hours, and Jones has previously committed to reporting for work at 1145 hours the following day, under normal conditions, Jones cannot be required to work mandatory overtime commencing at 2345 hours.

10.6 Whenever a bargaining unit member is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification within the bargaining unit for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification at a step which is closest to a 4% increase while performing such duties and accepting such responsibility; provided, compensation for Dispatcher II's working out of classification as the Chief Dispatcher shall be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Provided further, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. The Guild does permit the assigning of a qualified Dispatcher I to radio work for a maximum of sixty-four (64) hours per month for the primary purpose of maintaining his/her skill level without receiving out-of-classification pay; provided that whenever an insufficient number of Dispatcher II's, III's or Chief Dispatchers are present on shift to staff all radio positions, a qualified Dispatcher I will be assigned to radio and be compensated with out-of-classification pay regardless of hours logged for the month. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.1 Effective October 1, 1995, whenever a Dispatcher III or Chief Dispatcher is assigned by proper authority to perform all of the non-sworn duties and accept all of the non-sworn responsibility of an employee at a higher paid classification as an Acting Supervisor for a period of four (4) consecutive hours or longer, he/she shall be paid at a step closest to a 6% increase above the Chief Dispatcher step wage rate they are entitled to while performing such duties and

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

accepting such responsibility. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.2 An employee temporarily assigned to perform the duties of a lower classification for the benefit of the employee and voluntarily agreed to by the employee shall be paid at the rate of the lower classification which is nearest the salary rate the employee is currently receiving in the higher classification. Upon completion of this temporary assignment, the employee shall be returned to his/her previous classification and pay step. For the purposes of yearly pay step increases, time spent in the lower classification will count as continuous time worked within the normal classification. An employee temporarily assigned to perform the duties of a lower classification by management shall be paid at their normal rate.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 11 - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance 105961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE
AND LONG TERM DISABILITY INSURANCE

- 12.1
- (a) Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health which are applicable to employees covered by this Agreement and which were in effect upon the execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.
 - (b) During calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage under King County Medical Blue Shield or a similar program mutually agreed upon by the City and the Union party to this Agreement.
 - (c) An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997 for that program or a similar program mutually agreed upon by the City and the Union party to this Agreement.
 - (d) An employee may choose the Pacific Health Plan, an alternate HMO plan offered by the city at its discretion, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997.
 - (e) The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.
 - (f) Effective January 1, 1996, employees who retire on after January 1, 1995 and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experienced rated with active employees.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. Effective March 1, 1995, the per person annual maximum benefit shall be increased from one thousand dollars (\$1,000.00) to one thousand five hundred dollars (\$1,500.00). Effective January 1, 1997, the lifetime maximum orthodontic benefit for each eligible dependent shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500).

During the calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2 or a similar program mutually agreed upon by the City and the Union party to this Agreement.

12.3 The maximum monthly medical and dental care premiums per covered employee, including his/her dependents, the City shall assume shall be no less, but no more than the City's share of premium rates established for the calendar year 1994, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

12.4 The health care programs cited in Section 12.1(b), Section 12.1(c), Section 12.1(d) and Section 12.2 do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

12.4.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.5 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical or dental 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 or dental benefits and is more cost effective. The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.2, and 12.4.

12.6 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

- (a) Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees share of the monthly premiums or for life insurance purposes otherwise negotiated.
- (b) Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Section 12.6 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Guild of that fact and the parties, through the Health Care Cost Containment Committee and six (6) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees, shall immediately thereafter negotiate over how said money shall be utilized. The membership of this committee may be expanded or changed upon agreement of the committee.

12.6.1 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families. The implementation of this benefit will correspond with the implementation of the City's new HRIS system.

12.7 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a 90-day elimination period, which insures 60% of the employee's first \$667 base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a 90-day elimination period, which insures 60% for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 1994, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

12.8

Long-Term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members. The implementation of the long-term care benefit will correspond with the implementation of the City's new HRIS system.

NOTE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 13 - ANNUAL VACATIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. 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.

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

| <u>COLUMN NO. 1</u> | | <u>COLUMN NO. 2</u> | | <u>COLUMN NO. 3</u> | |
|---------------------------|-----------------|---------------------------|---------------------|---------------------|----------------|
| <u>ACCRUAL RATE</u> | <u>Vacation</u> | <u>EQUIVALENT ANNUAL</u> | | <u>MAXIMUM</u> | |
| <u>Hours on Regular</u> | <u>Earned</u> | <u>VACATION FOR</u> | | <u>VACATION</u> | |
| <u>Pay Status</u> | <u>Per Hour</u> | <u>FULL-TIME EMPLOYEE</u> | | <u>BALANCE</u> | |
| | | <u>Years of</u> | <u>Working Days</u> | <u>(Hours)</u> | <u>(HOURS)</u> |
| | | <u>Service</u> | <u>Per Year</u> | | |
| 0 through 08320 . . . | .0460 | 0 through 4 . . . | 12 | (96) | 192 |
| 08321 through 18720 . . . | .0577 | 5 through 9 . . . | 15 | (120) | 240 |
| 18721 through 29120 . . . | .0615 | 10 through 14 . . . | 16 | (128) | 256 |
| 29121 through 39520 . . . | .0692 | 15 through 19 . . . | 18 | (144) | 288 |
| 39521 through 41600 . . . | .0769 | 20 | 20 | (160) | 320 |
| 41601 through 43680 . . . | .0807 | 21 | 21 | (168) | 336 |
| 43681 through 45760 . . . | .0846 | 22 | 22 | (176) | 352 |
| 45761 through 47840 . . . | .0885 | 23 | 23 | (184) | 368 |
| 47841 through 49920 . . . | .0923 | 24 | 24 | (192) | 384 |
| 49921 through 52000 . . . | .0961 | 25 | 25 | (200) | 400 |
| 52001 through 54080 . . . | .1000 | 26 | 26 | (208) | 416 |
| 54081 through 56160 . . . | .1038 | 27 | 27 | (216) | 432 |
| 56161 through 58240 . . . | .1076 | 28 | 28 | (224) | 448 |
| 58241 through 60320 . . . | .1115 | 29 | 29 | (232) | 464 |
| 60321 and over | .1153 | 30 | 30 | (240) | 480 |

13.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

and shall not resume until the employee's vacation balance is below the maximum allowed.

- 13.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 13.6 In the event that the Employer cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum, and the employee will continue to accrue vacation for a period of up to three months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 13.7 "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. This section is effective January 1, 1984.
- 13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 13.9 An employee who separates from City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has accrued.
- 13.10 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.
- 13.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 13.12 Where an 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. In all other instances involving approved unpaid leaves of absences, employees must use all accrued vacation prior to beginning a leave of absence.

13.13 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.

13.14 (a) Time off during the months of January, February, and March will be granted by section seniority based on written requests received prior to November 1st of the preceding year, for Steps 1 and 2, by the following procedure:

Step 1.

Requests of at least ten (10) consecutive days or more of paid leave and/or furlough time will be considered first.

Step 2.

Requests for time off, regardless of the length of time, will be addressed last, by written request within ten days after Step 1 posting.

(b) Starting February 1st of each year or earlier if mutually agreed, the section will begin its annual in-person time-off scheduling process for the nine months from April 1st through December 31st (see guideline 4 for exception). The process by which time off from April-December is scheduled is as follows:

Step 1.

Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select periods of time off of at least ten (10) consecutive days or more of paid leave and/or furlough time.

Step 2.

Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select time off of any duration, including single days off, by written request within ten days after Step 1 posting.

Additional guidelines which apply to both Sections (a) and (b):

(1) A minimum of ten (10) consecutive calendar days constitutes a Step 1 vacation period under sections (a) and (b). If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long

NOTICE: THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE.
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.

For example, an employee selects July 1st through July 10th as their vacation period. Because of minimum staffing requirements, July 7th through July 10th are not available. As long as the employee uses furlough and/or paid leave for the remaining available days, the request is a valid ten- (10) day minimum request.

- (2) Requests for time off during either January/February/March or April-December periods received after the respective seniority deadlines will be considered on a first-come, first-served basis.
- (3) Once time off is approved, it is the responsibility of the employee to have sufficient paid leave available to fulfill the time off request as it was approved. If the employee does not have sufficient paid leave to take the entire scheduled time off, said time off may be canceled at the discretion of the Director and said employee forfeits seniority rights to that time now available.
- (4) A request for time off which begins in one calendar year and extends into the following year will be considered as one request, with standing over January/February/March time off requests made in the subsequent year.
- (5) A request for time off which begins in January/February/March and extends into April will be considered as one request, with standing over April - December time off requests in the upcoming year.

13.15 The City agrees to honor previously approved vacation and other paid leave when an employee's promotion necessitates a change in schedule or when City-mandated schedule changes occur or for agreeable employees when the City asks for volunteers to change shifts/schedules.

13.16 If during the vacation granting process, a day(s) is not available, the employee may choose to have themselves listed on the Watch Board as having priority for that day(s) should the time become available. Priority would be listed on a seniority basis, i.e., the most senior person wanting the day(s) would be marked as having "1st choice," the next senior person "2nd choice," etc.

- (1) If the employee is mandatorily assigned to another watch which has a "waiting" list for the same day(s), they (or the employee) will be added to the "waiting" list by seniority.
- (2) If the employee voluntarily switches to another watch which has a "waiting" list for the same day(s), the other employee(s) on the list will prevail and the re-assigned employee will drop to the "last choice" position.

This same system will be used after the vacation process is completed, however it will be on a first-come, first-served basis without regard to seniority.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

- 14.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:
- Illness or injury which prevents the employee from performing his/her regular duties.
 - Disability of the employee due to pregnancy and/or childbirth.
 - Medical or dental appointments for the employee.
 - Sick leave credit may also be used for care of family members as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance No. 114648.
- 14.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.
- 14.1.2 Unlimited sick leave credit may be accumulated.
- 14.1.3 Upon retirement, 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 his/her retirement.
- 14.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.
- 14.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.
- 14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.3

Emergency Leave - Eight (8) hours or portion thereof of sick leave per each calendar year may be taken off without loss of pay with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to the following situation, which necessitates immediate action on the part of the employee to stabilize the employee's household situation: An unforeseen emergency has occurred with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence. Emergency leave may be taken in two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a calendar year.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

14.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

14.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his/her free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

14.1.8 Prerequisites For Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

14.1.8.1 Prompt Notification - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

14.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

14.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her Department Supervisor.

14.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (1/2) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

14.1.8.5 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

14.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

- 15.1 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 15.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 15.1 which provides payment at the eighty percent (80%) rate or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.1.
- 15.1.2 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 15.1.3 Employees must meet standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4)

attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- 15.1.4 Initial Care Facility - The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996, unless the time frame is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.
- 15.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1.
- 15.4 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- 15.5 Sick leave shall not be used for any disability herein described except as allowed in Section 15.1.1.
- 15.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 15.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 15.8 The parties agree either may reopen for negotiation the terms and conditions of this Article.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

- 17.1 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare daily work assignments, and to measure the performance of each employee or group of employees.
- 17.2 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.
- 17.3 The City also agrees that performance standards shall be reasonable.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 18 - GUILD REPRESENTATIVES

- 18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.
- 18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.
- 18.3 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall Stewards interfere with orders of the employer or change working conditions.
- 18.4 GUILD DAYS - Upon sufficient notification by the Guild President or his/her designee, the Employer shall grant Guild members 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 Communications Center. Said absences - excluding time spent in contract negotiations - shall not exceed fifteen (15) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay for such time said Guild members spend on special leave of absence; and such reimbursement shall be due quarterly.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

19.1 The parties have agreed, through a Memorandum of Agreement, to adopt the following three procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, i.e., suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 8.1.2, Step 4, III, of Article 8.

The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

19.2 Employees covered by this Agreement may examine their Section personnel and training files in the presence of a supervisor. Employees may examine their Department Personnel file in the presence of the Director of Police Personnel or his/her designee; however, background investigation information is not accessible to the employee. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their personnel files are permitted to have material inserted relating to the challenge. However, internal investigations files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations.

19.3 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Guild. If

the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

- (1) Grant the employee's request, or
- (2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

In construing this Section, it is understood that:

- (1) The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- (2) The City does not have to grant an employee's request for Guild representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- (3) The employee must make arrangements within two (2) business days for Guild representation when his/her request for representation is granted.
- (4) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

19.3.1 Employees shall be notified in writing before a finding is determined on any complaints received involving them when such complaints will require either a written or oral statement from the employee or by the nature of the complaint, the employee could be subject to disciplinary action. Complaints conducted by the Internal Investigations Section of the Police Department are exempt from this section.

19.3.2 The employee will be provided with the necessary documentation regarding the complaint so that he/she can prepare a statement in their defense, should they so desire. Employees will be given seven (7) calendar days after receipt of said complaint and documentation to submit a statement. This time limit may be extended by the employee upon submission of a written justification for such delay to the City. The Guild agrees that delay requests will be reasonable and not applied for merely to delay the process.

19.3.3 When employees are required to submit a statement in response to an order by a City official, the employee will preface the statement with: "This is a true and

NOTICE : IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

involuntary statement given by me in response to an order by _____ (City Official) _____."

19.3.4 One of the following dispositions will be assigned once the complaint has been investigated: 1) Sustained - the allegation of misconduct is supported by a preponderance of evidence; 2) Not Sustained - a preponderance of evidence neither proves nor disproves the allegation of misconduct; 3) Unfounded - a preponderance of evidence indicates the allegation of misconduct is false or the alleged act did not occur; 4) Exonerated - the preponderance of evidence indicates the alleged act did occur, but the act was justified, lawful and proper.

19.3.5 After an employee has been advised of a complaint against him/her and at the conclusion of that investigation, the employee will be advised of any findings, including those instances where the finding was "exonerated" or "unfounded."

19.3.6 With complaints which may result in disciplinary action, the City may: 1) issue a documented, verbal warning; 2) issue a written reprimand; 3) suspend the employee; 4) demote the employee; 5) terminate the employee.

After three years from the date of a documented verbal warning and/or written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief of Police for the removal of the documented verbal warning and/or written reprimand from his/her Department personnel file. The Chief shall consider the circumstances and the employee's request for such removal and advise the employee of his/her decision.

19.3.7 An employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Civil Service Commission procedures relative to the same disciplinary action.

19.3.8 An employee may request access to the investigative portion of closed Internal Investigations and Communications Section complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. The Internal Investigations Section or the Communications Section shall consider the circumstances and not unreasonably deny such access.

19.3.9 It is agreed by the City and the Guild that it is in the public interest and to their mutual benefit to maintain confidentiality of Departmental disciplinary proceedings to the extent that circumstances may reasonably allow.

- 19.3.10 With the exception of criminal investigations, complaint investigations will be determined by the City within ninety (90) days after the initial employee notification of said complaint. This time limit may be extended by the City upon submission of written notification for such delay. The City agrees that delay requests will be reasonable and not submitted to merely delay the process.
- 19.4 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.
- 19.5 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.
- 19.6 REHIRES - In the event a Seattle Police Dispatchers' Guild member leaves the service of the Communications Section and within the next four (4) years, the Employer rehires said former employee in the same classification and level to which he/she was assigned at the date of termination, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original termination, or at the top step of the salary range if he/she is brought back at a lower level. Such previous time worked shall be included for the purpose of determining eligibility for service steps and section seniority; in addition, the Chief of Police will grant vacation accrual rates in accordance with the rehired employee's past service time.
- If a former employee is rehired as a Dispatcher I and was previously radio trained by the Seattle Police Department, he will be eligible to participate in the next applicable promotional examination after six (6) months of solo radio work.
- 19.7 Wherever referenced in this agreement, and as applies to the yearly shift selection process, Section seniority or seniority is defined as time served in the Communications Section, employed as a civilian dispatcher and would include any additional seniority restored as the result of the Rehire Section (19.6) of this contract.
- 19.8 SMOKING POLICY
- Members of the Guild will be allowed to smoke in the garage of the Public Safety Building on the second floor "E" deck.
- 19.9 List of Employees: The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, and used only for official Guild business. The

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

19.10 Bulletin Boards: The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for notices or other documents that promote or oppose a ballot issue or assist a candidate for public office. However, notices involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Police Dispatchers' Guild.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 20 - SAVINGS CLAUSE

- 20.1 If an article of this Agreement or any addenda thereto 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 addenda 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 for such article.
- 20.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City, and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 21 - ENTIRE AGREEMENT

- 21.1 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.
- 21.2 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, each party voluntarily and unqualifiedly agrees 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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 22 - SUBORDINATION OF AGREEMENT

- 22.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal law, State law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal law, State law or City Charter are paramount and shall prevail.
- 22.2 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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 23 - TERM OF AGREEMENT

- 23.1 This Agreement shall become effective upon signing by both parties unless otherwise specified elsewhere within this Agreement and shall remain in effect through December 31, 1997. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to December 31, 1997. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.
- 23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, this Agreement shall continue to remain in full force and effect, in accordance with interpretation and application of RCW 41.56, during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.
- 23.2 Gainsharing Program - The City may propose a gainsharing program during the term of this Agreement. If the gainsharing program affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement, implementation shall be subject to mutual agreement between the Unions and the City.
- 23.3 Classification and Compensation Study - The City reserves the right to open this Agreement for the purpose of negotiating changes to the City's classification and compensation systems.
- 23.4 Drug and Alcohol Testing Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of programs to maintain a drug- and alcohol-free workplace.
- 23.5 Potential Citywide EEO/Internal Inquiry Complaint Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of an internal EEO complaint process which may preclude other City processes now available; however, the process will not take away any individual contractual or legal rights. Such process may include a means by which such complaints may be mediated to achieve early, mutually satisfactory resolution.

- 23.6 Cost Comparison Methodology - The City or the Union may open this Agreement for the purpose of revising the cost comparison methodology developed by the Task Force on Service Delivery Efficiencies and to negotiate possible incorporation of the methodology into the contract by a Memorandum of Understanding.
- 23.7 General Leave - At any time during the term of this Agreement, but in no event earlier than January 1, 1996, the Union and/or the City shall have the right to open this Agreement for the purpose of negotiating a general leave provision provided written notification is submitted by one party upon the other of their interest in entering into such negotiations.
- 23.8 Project Hire - The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a Department is hiring for a position in which the employee is qualified, and if no business reasons would otherwise make the employee unsuitable for employment, the employee will receive an interview for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

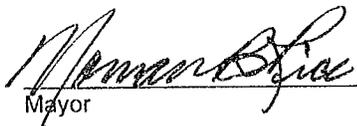
Executed this 22ND day of MAY, 1996.

SEATTLE POLICE DISPATCHERS' GUILD

CITY OF SEATTLE
Executed under authority
of Ordinance 118118.



President



Mayor

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

APPENDIX A

A.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | <u>STEP A</u> | <u>STEP B</u> | <u>STEP C</u> | <u>STEP D</u> | <u>STEP E</u> |
|--|---------------|---------------|---------------|---------------|---------------|
| Police Communications Dispatcher I | \$13.00 | \$13.53 | \$13.99 | \$14.55 | \$15.10 |
| Police Communications Dispatcher II | 15.10 | 15.69 | 16.31 | 16.92 | 17.57 |
| Police Communications Dispatcher III | 16.92 | 17.57 | 18.27 | 18.98 | 19.75 |
| Chief Police Communications Dispatcher* | 18.61 | 19.36 | 20.17 | 20.91 | 21.67 |

*Salary for the above title is effective and retroactive to October 1, 1995.

A.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | <u>STEP A</u> | <u>STEP B</u> | <u>STEP C</u> | <u>STEP D</u> | <u>STEP E</u> |
|---|---------------|---------------|---------------|---------------|---------------|
| Police Communications Dispatcher I | \$13.38 | \$13.92 | \$14.40 | \$14.97 | \$15.54 |
| Police Communications Dispatcher II | 15.54 | 16.15 | 16.78 | 17.41 | 18.08 |
| Police Communications Dispatcher III | 17.41 | 18.08 | 18.80 | 19.53 | 20.32 |
| Chief Police Communications Dispatcher | 19.15 | 19.92 | 20.75 | 21.52 | 22.30 |

A.2 Police Communications Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount equal to five percent (5%) of the current top step base pay rate for Police Communications Dispatcher II while performing in such training capacity.

A.3 Effective upon the signature date of this Agreement, a shift differential of forty-five cents (45¢) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

hours of 3:45 p.m. and 7:45 a.m. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 3:45 p.m. and 7:45 a.m., in which case it will be paid for all hours of overtime work for that shift.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

AGREEMENT
By and Between
THE CITY OF SEATTLE
and
SEATTLE POLICE DEPARTMENT MEMBERS' GUILD

Effective through December 31, 1994.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

TABLE OF CONTENTS

| ARTICLE | Page |
|---|------|
| PREAMBLE | iii |
| ARTICLE 1 - NON-DISCRIMINATION | 1 |
| ARTICLE 2 - GENDER | 2 |
| ARTICLE 3 - RECOGNITION AND BARGAINING UNIT | 3 |
| ARTICLE 4 - RIGHTS OF MANAGEMENT | 5 |
| ARTICLE 5 - GUILD MEMBERSHIP AND DUES | 6 |
| ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE | 9 |
| ARTICLE 7 - WORK STOPPAGE | 10 |
| ARTICLE 8 - GRIEVANCE PROCEDURE | 11 |
| ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY | 15 |
| ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY | 17 |
| ARTICLE 11 - HOLIDAYS | 22 |
| ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE | 23 |
| ARTICLE 13 - ANNUAL VACATIONS | 27 |
| ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE | 33 |
| ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS | 37 |
| ARTICLE 16 - RETIREMENT | 40 |
| ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE | 41 |
| ARTICLE 18 - GUILD REPRESENTATIVES | 42 |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS 43

ARTICLE 20 - SAVINGS CLAUSE 48

ARTICLE 21 - ENTIRE AGREEMENT 49

ARTICLE 22 - SUBORDINATION OF AGREEMENT 50

ARTICLE 23 - TERM OF AGREEMENT 51

APPENDIX A 53

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers' Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The City and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.
- 1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

- 3.1 The City hereby recognizes the Seattle Police Dispatchers' Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include full-time employees, and part-time employees and temporary employees.
- 3.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, and part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 3.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service from an eligible register.
- 3.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 3.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 3.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 3.1.6 ~~The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on-call; or intermittent.~~
- 3.2 ~~Temporary employees shall be exempt from all provisions of this Agreement except Section 3.2; Article 5; Section 9.2; and Section 10.2.4.~~

- 3.32 The elected President, Vice President, Secretary-Treasurer, designated Shop Stewards, 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 the members of the unit for negotiating with the Employer.
- 3.43 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 4 - RIGHTS OF MANAGEMENT

- 4.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal service, the right to increase, diminish, or change operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.2 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; ~~determine work schedules~~ determine the number of shifts and the number of personnel assigned to such shifts; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 5 - GUILD MEMBERSHIP AND DUES

- 5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 5.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular initiation fee and regular monthly dues uniformly required of members of the Guild or the alternative biweekly Union service fees required of temporary employees per 5.4.2. The amounts deducted shall be transmitted monthly 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.
- 5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.
- 5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.
- 5.4.1 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 5.4.2 ~~In lieu of the Union security requirement under Section 5.4, a temporary employee may pay a Union service fee of fifty-five hundredths of one percent (.55%) of all gross straight-time earnings (including premium pay) for all hours worked within the bargaining unit each biweekly pay period. Said service fee will~~

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

~~begin the thirty-first (31st) day following the date of employment within the bargaining unit.~~

5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Guild shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.

5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented to the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer against any and all liability ~~resulting from the dues check-off system~~ arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

5.7 The Guild will administer the provisions of the Article with regard to membership or association of employees in accord with its obligations under the law. Any disputes concerning the amount of dues or fees and/or the responsibility of the Guild to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

- 6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.
- 6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 7 - WORK STOPPAGE

7.1

The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City, including but not limited to the recovery of any financial losses suffered by the City.

NOTE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a "contract grievance." Any other dispute between the City and any employee covered by this Agreement shall be considered a "noncontract grievance." A contract grievance shall be processed in accordance with the following procedure while a noncontract grievance shall be processed through procedures established by the City. Only the appropriate contract or noncontract procedure may be used. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process. However, there shall be no change in the nature of any grievance after the initial filing.
- 8.1.2 An employee has the right to have the Shop Steward or Guild Representative present at each step of the grievance procedure.
- Step 1. The contract grievance shall be taken ~~up~~ presented in writing by the employee, the Shop Steward or Guild Representative, with to the immediate supervisor within fourteen (14) calendar days of the alleged contract violation. The immediate supervisor should consult and/or arrange a meeting with his superior if necessary to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance within fourteen (14) calendar days after being notified of the alleged contract grievance.
- Step 2. If the contract grievance is not resolved as provided in Step 1, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. The basis of the alleged grievance shall not be expanded after the initial submission of the grievance in written form. The Shop Steward or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The Bureau Chief shall thereafter convene a meeting within fourteen (14) calendar days between the Shop Steward or Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the Guild within fourteen (14) calendar days after the contract grievance meeting.

- Step 3. If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within thirty (30) calendar days of having received the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild an answer in writing fourteen (14) calendar days after receipt of the contract grievance or the meeting between the parties.
- Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and be accompanied by the following information:
- a. Identification of Section(s) of Agreement allegedly violated.
 - b. Details or nature of the alleged violation.
 - c. Position of party who is referring the grievance to arbitration.
 - d. Question(s) which the arbitrator is being asked to decide.
 - e. Remedy sought.

By mutual agreement, the Guild and the City may: 1) submit the grievance for mediation in lieu of arbitration (in which case the parties waive the right to pursue the matter further to arbitration); or 2)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

request the arbitrator selected for arbitration, or another arbitrator, to mediate the dispute, which shall then be subject to arbitration if mediation should fail to result in a settlement.

The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

- I. The arbitrator shall have no power to tender a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.
- III. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- IV. 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.

~~Disciplinary action may be processed through the third (3rd) step of the grievance procedure, but shall not be a subject for arbitration. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by City Charter, Ordinance or Law, including the procedure for appeals thereof. This clause shall not, however, prevent the Guild from affording to its members such representation in any other proceeding as it may see fit.~~

8.2 Any time limits stipulated in the contract grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

8.3 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced

at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

- 8.4 As a means of facilitating settlement of a contract grievance, either party may include an additional member on its committee. If at any step in the contract grievance, management's answer in writing is unsatisfactory, the Guild's reason for non-acceptance must be presented in writing.
- 8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.
- 8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limits shall result in the Guild being able to progress to the next step of the grievance procedure.

NOTICE: IF THE DOCUMENT IN THIS FOLDER IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement. The rates of pay referenced in A.1 were effective December 28, 1994.

9.1.1 Effective December 27, 1995, the base wage rates referenced in 9.1A.1.1 above shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1995 over the same period in 1994, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for the first half of calendar year 1995 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semiannual Average 1st half 1995} - \text{Semiannual Average 1st half 1994}}{\text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1994, Seattle-Tacoma CPI-W

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

9.1.2 Effective January 8, 1997, the base wage rates referenced in 9.1.1 above shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for first half of calendar year 1996 as published by Bureau of Labor Statistics under the following formula.

$$\frac{\text{Semiannual Average 1st half 1996} - \text{Semiannual Average 1st half 1995}}{\text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1995, Seattle-Tacoma CPI-W

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

9.1.3 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

9.1.4 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.

9.2 ~~Temporary employees shall be paid for all hours worked at the first pay step of the pay range for the regular job titles set forth in Appendix A.~~

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

- 10.1 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 workday shall be eight (8) hours a day including meaitime and breaks. The normal schedule for employees in the Communications DivisionSection shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off, ~~adjusted to provide 120 furlough days per year. (In order to receive 120 furlough days, the Guild agrees to give up the twelve holidays and the corresponding premium pay for holidays worked that was previously cited in their collective bargaining agreement.)~~ The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (12) City holidays are converted to sixteen (16) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the appropriate total of 120 furlough days per year. At the discretion of the Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle Police Department Communications DivisionSection management and the Guild.
- 10.2 All hours worked in excess of eight (8) in one (1) day, ~~and all~~ hours worked on a scheduled furlough day and all hours worked in excess of forty (40) hours in a work week shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.
- 10.2.1 Employees who work more than five (5) consecutive days as a result of a change in shift schedule or management canceling their scheduled time-off, shall be compensated at the rate of time-and-one-half for those hours worked on the days in excess of five (5). At the employee's option, this compensation will be in the form of pay or compensatory time, in compliance with Section 10.4.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- 10.2.2 Employees who as a result of a change in shifts work more than eight (8) consecutive hours will be compensated at the rate of time and-one-half for those additional consecutive hours worked in excess of eight (8). Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.
- 10.2.3 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.
- 10.2.4 ~~Temporary employees shall be paid overtime for hours worked in excess of eight (8) hours in one (1) day at the rate of one and one-half (1-1/2) times the temporary employee's straight time rate of pay.~~
- 10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses, in accordance with the provisions of 10.4.
- 10.4 The maximum balance of compensatory time which an employee may accumulate will be twenty-four (24) hours; ~~provided employees will have one (1) year from the signing of this Agreement to bring balances into compliance. During this one-year period, employees whose balances exceed the twenty-four hour limit will not be allowed to earn additional compensatory time. After the one-year grace period has expired, employees whose time balances exceed the twenty-four hour limit as reflected by the departmental time balance sheet will be instructed by the Director or his designee to schedule the excess compensatory time within the next two pay periods. If an employee still is in excess of the twenty-four (24) hour limit at the end of the two pay periods, said excess will be cashed out by the department at the employee's current wage rate. Employees will not knowingly apply for compensatory time when that application would exceed the twenty-four (24) hour limit.~~
- 10.5 When overtime assignments are necessitated because of a shortage of Guild members, Guild members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage.
- 10.5.1 Overtime will normally be assigned on a volunteer basis and shall be divided as equally as possible among those employees with the appropriate skill level who desire to work overtime. However, employees who are on limited duty, mandatory sick reporting or have less than 40 hours of accumulated sick leave (except for employees with less than one (1) year of service) may not work voluntary overtime, provided affected employees may petition the Director of

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Communications for relief of the restriction. This restriction does not apply to the remaining provisions regarding mandatory overtime.

In the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this agreement, starting with the least senior person provided that the following procedures shall apply.

- (A) The Supervisor will first ask for volunteers for overtime.
- (B) If there are no volunteers or additional personnel are needed, the Supervisor will mandatorily assign overtime as follows:
 - (1) A mandatory overtime log will be maintained at the Shift Supervisor's workstation. Employees will be listed in reverse seniority. The employees selected for mandatory overtime will have the fewest mandatory credits or be less senior than those with equal credits. Once an employee has been assigned mandatory overtime, the Supervisor will note the month/day/year and the number of mandatory overtime hours worked next to the name of the employee being so assigned.
 - (2) Selection of employees for mandatory overtime for the first half of any shift will normally be from those employees present on the previous shift.
 - Selection of employees for mandatory overtime for the second half of any shift will normally be from those employees due to report for work for the oncoming shift.
 - Normally, employees assigned to the fourth watch will be liable for mandatory assignments for the second half of first watch to the extent that it is their turn to work when compared with the employees due to report for the second watch.
 - If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with above procedures will call in personnel who are on regularly scheduled furloughs first, then those who are on scheduled discretionary time off.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- In the event the next eligible employee for mandatory overtime does not have the necessary skill level needed to the staff the watch, the Shift Supervisor will go to the next eligible employee having that skill level. (This should only be done when shifting personnel within workstations will not provide the skill mix necessary to operate the shift.)
- (3) Any credits for mandatory overtime will expire one year after they are acquired.
 - (4) Employees who have already worked or are scheduled to work twelve (12) consecutive hours will not normally be assigned mandatory overtime. However, an employee previously scheduled for mandatory overtime may not volunteer for overtime to avoid their assigned mandatory overtime.
 - (5) An employee who can demonstrate that he/she is ill or has an illness in his/her immediate family which requires their attention, will not be required to work overtime.
 - (6) Unless given written notice at least twenty-four (24) hours prior to a mandatory overtime assignment, child care problems will be considered a valid reason for not working mandatory overtime, provided that no employee shall attempt to consistently avoid mandatory overtime through the use of this exception.
 - (7) Employees will not normally be required to work consecutive "calendar" days of mandatory overtime.
 - (8) Employees will not normally be required to work mandatory overtime at the end of their assigned shift if they are scheduled to report back for work within the next thirteen (13) hours after shift end. For example: If employee Jones' assigned shift is 1545 hours to 2345 hours, and Jones has previously committed to reporting for work at 1145 hours the following day, under normal conditions, Jones cannot be required to work mandatory overtime commencing at 2345 hours.

10.6 Whenever a ~~Dispatcher I or a Dispatcher II~~ bargaining unit member is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification within the bargaining unit for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification at a step which is closest to a 4% increase while performing such duties and accepting such responsibility;

provided, compensation for Dispatcher III's working out of classification as the Chief Dispatcher shall be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled to. Provided however, further, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. The Guild does permit the assigning of a qualified Dispatcher I to radio work for a maximum of sixty-four (64) hours per month for the primary purpose of maintaining his/her skill level without receiving out-of-classification pay; provided that whenever an insufficient number of Dispatcher II's, III's or Chief Dispatchers are present on shift to staff all radio positions, a qualified Dispatcher I will be assigned to radio and be compensated with out-of-classification pay regardless of hours logged for the month. Proper authority shall be the Communications Division Section Lieutenant or Director.

10.6.1 Effective October 1, 1995, whenever a Dispatcher III or Chief Dispatcher is assigned by proper authority to perform all of the non-sworn duties and accept all of the non-sworn responsibility of an employee at a higher paid classification as an Acting Supervisor for a period of two (2) consecutive calendar weeks or longer, he/she shall be paid an additional Step closest to a 4% increase of the Dispatcher III above the Chief Dispatcher top-step wage rate they are entitled to while performing such duties and accepting such responsibility. Proper authority shall be the Communications Division Section Lieutenant or Director.

10.6.2 An employee temporarily assigned to perform the duties of a lower classification for the benefit of the employee and voluntarily agreed to by the employee shall be paid at the rate of the lower classification which is nearest the salary rate the employee is currently receiving in the higher classification. Upon completion of this temporary assignment, the employee shall be returned to his/her previous classification and pay step. For the purposes of yearly pay step increases, time spent in the lower classification will count as continuous time worked within the normal classification. An employee temporarily assigned to perform the duties of a lower classification by management shall be paid at their normal rate.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 11 - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance 105961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE
AND LONG TERM DISABILITY INSURANCE

- 12.1 (a) Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health which are applicable to employees covered by this Agreement and which were in effect upon the execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.
- (b) During calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage under King County Medical Blue Shield or a similar program mutually agreed upon by the City and the Union party to this Agreement.
- (c) An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997 for that program or a similar program mutually agreed upon by the City and the Union party to this Agreement.
- (d) An employee may choose the Pacific Health Plan, an alternate HMO plan offered by the city at its discretion, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997.
- (e) The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.
- (f) Effective January 1, 1996, employees who retire on after January 1, 1995 and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experienced rated with active employees.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. Effective March 1, 1995, the per person annual maximum benefit shall be increased from one thousand dollars (\$1,000.00) to one thousand five hundred dollars (\$1,500.00). Effective January 1, 1997, the lifetime maximum orthodontic benefit for each eligible dependent shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500).

During the calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2 or a similar program mutually agreed upon by the City and the Union party to this Agreement.

12.3 The maximum monthly medical and dental care premiums per covered employee, including his/her dependents, the City shall assume shall be no less, but no more than the City's share of premium rates established for the calendar year 1994, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

12.4 The health care programs cited in Section 12.1(b), Section 12.1(c), Section 12.1(d) and Section 12.2 do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

12.4.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.5 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits: provided such

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

change maintains substantially the same level of medical or dental benefits and is more cost effective. The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.2, and 12.4.

12.6 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

- (a) Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees share of the monthly premiums or for life insurance purposes otherwise negotiated.
- (b) Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Section 12.6 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Guild of that fact and the parties, through the Health Care Cost Containment ~~a~~Committee comprised of the Business Manager of International Federation of Professional & Technical Engineers, Local 17, the President of the Fire Fighters, Local 27, and the President of the Joint Crafts Council or their designees and threesix (36) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees, whom shall immediately thereafter negotiate over how said money shall be utilized. The membership of this committee may be expanded or changed upon agreement of the committee.

12.6.1 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families. The implementation of this benefit will correspond with the implementation of the City's new HRIS system.

12.7 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a 90-day elimination period, which insures 60% of the employee's first \$667 base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a 90-day elimination period, which insures 60% for

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 1994, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

12.8

~~Smoking Cessation -- Effective January 1, 1992, through December 31, 1994, eligible employees shall be entitled to full reimbursement up to a maximum of seventy-five dollars (\$75.00) for smoking cessation assistance, to include hypnotism and acupuncture.~~

Long-Term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members. The implementation of the long-term care benefit will correspond with the implementation of the City's new HRIS system.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 13 - ANNUAL VACATIONS

- 13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. 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.
- 13.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

| <u>COLUMN NO. 1</u> | | <u>COLUMN NO. 2</u> | | <u>COLUMN NO. 3</u> | |
|------------------------------------|------------------------|--|------------------------------|---------------------------------|----------------|
| <u>ACCRUAL RATE</u> | <u>Vacation Earned</u> | <u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u> | | <u>MAXIMUM VACATION BALANCE</u> | |
| <u>Hours on Regular Pay Status</u> | <u>Per Hour</u> | <u>Years of Service</u> | <u>Working Days Per Year</u> | <u>(Hours)</u> | <u>(HOURS)</u> |
| 0 through 08320 |0460 | 0 through 4 |12 | (96) | 192 |
| 06321 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 |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- 13.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; ~~provided, however, any employee whose vacation balance on January 1, 1984, exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through December 31, 1984, after which date all vacation hours in excess of the maximum vacation balance allowed for in Sections 13.3 and 13.4 shall be lost; and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1984 grace period proviso.~~
- 13.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 13.6 In the event that the Employer cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum, and the employee will continue to accrue vacation for a period of up to three months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 13.7 "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. This section is effective January 1, 1984.
- 13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 13.9 (a) ~~An employee who retires or resigns or who is laid off separates after more than six (6) months from City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.~~

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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

13.10 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.

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

~~13.12 An employee who quits or is dismissed for cause shall be paid in a lump sum for any vacation earned in the preceding year and not taken prior to separation from the City service, but not for the current year. An employee shall be considered to have quit, as opposed to resigned, when he/she gives less than two (2) calendar weeks written notice to the City of the date of his/her voluntary termination of City employment.~~

13.132 Where an 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. In all other instances involving approved unpaid leaves of absences, employees must use all accrued vacation prior to beginning a leave of absence.

13.143 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.

13.154 (a) Time off during the months of January, and February, and March will be granted by divisionsection seniority based on written requests received prior to November 1st of the preceding year, for Steps 1 and 2, by the following procedure:

Step 1.

Requests of at least ten (10) consecutive days or more of paid leave and/or furlough time will be considered first.

Step 2.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Requests for time off, regardless of the length of time, will be addressed last, by written request within ten days after Step 1 posting.

- (b) Starting February 1st of each year or earlier if mutually agreed, the division/section will begin its annual in-person time-off scheduling process for the ten months from March/April 1st through December 31st (see guideline 4 for exception). The process by which time off from March/April-December is scheduled is as follows:

Step 1.

Starting with the employee with the greatest division/section seniority and continuing through descending seniority, employees will be allowed to select periods of time off of at least ten (10) consecutive days or more of paid leave and/or furlough time.

Step 2.

Starting with the employee with the greatest division/section seniority and continuing through descending seniority, employees will be allowed to select time off of any duration, including single days off, by written request within ten days after Step 1 posting.

Additional guidelines which apply to both Sections (a) and (b):

- (1) ~~Single days blocked off by the administration (July 4, December 31, and any others) will not preclude time off from being selected on either side of that date. For example: a July 1st-July 11th paid leave request could be granted even if July 4th is blocked out. The employee would have to report for work on the 4th, and their total leave days would still be ten (10). A minimum of ten (10) consecutive calendar days constitutes a Step 1 vacation period under sections (a) and (b). If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.~~

For example, an employee selects July 1st through July 10th as their vacation period. Because of minimum staffing requirements, July 7th through July 10th are not available. As long as the employee uses furlough and/or paid leave for the remaining available days, the request is a valid ten- (10) day minimum request.

- (2) Requests for time off during either January/February/March or March/April-December periods received after the respective seniority deadlines will be considered on a first-come, first-served basis.
- (3) Once time off is approved, it is the responsibility of the employee to have sufficient paid leave available to fulfill the time off request as it was approved. If the employee does not have sufficient paid leave to take the entire scheduled time off, said time off may be canceled at the discretion of the Director and said employee forfeits seniority rights to that time now available.
- (4) A request for time off which begins in one calendar year and extends into the following year will be considered as one request, with standing over January/February/March time off requests made in the subsequent year.
- (5) A request for time off which begins in January/February/March and extends into March/April will be considered as one request, with standing over March/April - December time off requests in the upcoming year.

13.15 The City agrees to honor previously approved vacation and other paid leave when an employee's promotion necessitates a change in schedule or when City-mandated schedule changes occur or for agreeable employees when the City asks for volunteers to change shifts/schedules.

13.16 If during the vacation granting process, a day(s) is not available, the employee may choose to have themselves listed on the Watch Board as having priority for that day(s) should the time become available. Priority would be listed on a seniority basis, i.e., the most senior person wanting the day(s) would be marked as having "1st choice," the next senior person "2nd choice," etc.

- (1) If the employee is mandatorily assigned to another watch which has a "waiting" list for the same day(s), they (or the employee) will be added to the "waiting" list by seniority.
- (2) If the employee voluntarily switches to another watch which has a "waiting" list for the same day(s), the other employee(s) on the list will prevail and the re-assigned employee will drop to the "last choice" position.

This same system will be used after the vacation process is completed, however it will be on a first-come, first-served basis without regard to seniority.

ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

14.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.
- Sick leave credit may also be used for care of family members as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance No. 114648.

14.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Upon retirement, 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 his/her retirement.

14.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

14.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service,

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

14.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his/her free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

14.1.8 Prerequisites For Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

14.1.8.1 Prompt Notification - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

14.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability, either by telephone

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

14.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her Department Supervisor.

14.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (½) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

14.1.8.5 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

14.2 Bereavement / General Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term

"relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

14.3

Emergency Leave - One (1) day Eight (8) hours or portion thereof of sick leave per each Agreement calendar year may be taken off without loss of pay with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to the following situation, which necessitates immediate action on the part of the employee to stabilize the employee's household situation: An unforeseen emergency has occurred with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence. Emergency leave may be taken in two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a calendar year.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

- 15.1 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 15.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in due to absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) as provided for in this section shall be reinstated by Industrial Insurance and the employee shall be paid in accordance with Section 15.1 which provides payment at the eighty percent (80%) rate or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.1.
- 15.1.2 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 15.1.3 Employees must meet standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- 15.1.4 **Initial Care Facility** - The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996, unless the time frame is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.
- 15.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1.
- 15.4 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- 15.5 Sick leave shall not be used for any disability herein described except as allowed in Section 15.1.1.
- 15.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 15.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 15.8 The parties agree either may reopen for negotiation the terms and conditions of this Article.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

- 17.1 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare daily work schedules assignments, and to measure the performance of each employee or group of employees.
- 17.2 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.
- 17.3 The City also agrees that performance standards shall be reasonable.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 18 - GUILD REPRESENTATIVES

- 18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.
- 18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.
- 18.3 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall Stewards interfere with orders of the employer or change working conditions.
- 18.4 GUILD DAYS - Upon sufficient notification, by the Guild President or his/her designee, the Employer shall grant Guild officersmembers 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 Communications Center. Said absences - excluding time spent in contract negotiations - shall not exceed thirteenfifteen (1315) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay for such time said Guild officersmembers spend on special leave of absence; and such reimbursement shall be due quarterly.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

19.1.4 ~~When an employee's work or conduct is deemed unsatisfactory by the employee's supervisor because of minor infraction of departmental work rules or poor job performance, the employee, after at least one verbal warning, shall receive a warning letter from the appropriate Division head prior to the initiation of any disciplinary action. A copy of said letter shall be placed in the employee's personnel file. The offense and documentation of the occurrence shall be clearly stipulated in the warning letter, and said letter shall have space for brief employee comments, be signed by the employee, and contain a statement to the effect that an employee's signature does not necessarily constitute agreement with the warning letter.~~ The parties have agreed, through a Memorandum of Agreement, to adopt the following three procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, i.e., suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 8.1.2, Step 4, III, of Article 8.

The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

19.2 Employees covered by this Agreement may examine their Section personnel and training files ~~and/or Department personnel files~~ in the presence of the ~~Personnel Officer or a designated supervisor~~. Employees may examine their Department Personnel file in the presence of the Director of Police Personnel or his/her designee; however, background investigation information is not accessible to the employee. Materials placed into the employee's files relating

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their personnel files are permitted to insert have material inserted relating to the challenge. However, internal investigations files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations.

19.3 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Guild. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

- (1) Grant the employee's request, or
- (2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

In construing this Section, it is understood that:

- (1) The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- (2) The City does not have to grant an employee's request for Guild representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- (3) The employee must make arrangements within two (2) business days for Guild representation when his/her request for representation is granted.
- (4) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

19.3.1 Employees shall be notified in writing before a finding is determined ofn any complaints received involving them when such complaints will require either a written or oral statement from the employee or by the nature of the complaint, the employee could be subject to disciplinary action. Complaints which may involve conducted by the Internal Investigations Section of the Police Department are exempt from this section.

19.3.2 The employee will be provided with the necessary documentation regarding the complaint so that he/she can prepare a statement in their defense, should they so desire. Employees will be given seven (7) calendar days after receipt of said complaint and documentation to submit a statement. This time limit may be extended by the employee upon submission of a written justification for such delay to the City. The Guild agrees that delay requests will be reasonable and not applied for merely to delay the process.

19.3.3 When employees are required to submit a statement in response to an order by a City official, the employee will preface the statement with: "This is a true and involuntary statement given by me in response to an order by _____ (City Official) _____."

19.3.4 One of the following dispositions will be assigned once the complaint has been investigated: 1) Sustained - the allegation of misconduct is supported by a preponderance of evidence; 2) Not Sustained - a preponderance of evidence neither proves nor disproves the allegation of misconduct; 3) Unfounded - a preponderance of evidence indicates the allegation of misconduct is false or the alleged act did not occur; 4) Exonerated - the preponderance of evidence indicates the alleged act did occur, but the act was justified, lawful and proper.

19.3.5 After an employee has been advised of a complaint against him/her and at the conclusion of that investigation, the employee will be advised of any findings, including those instances where the finding was "exonerated" or "unfounded."

19.3.6 With complaints which may result in disciplinary action, the City may: 1) issue a documented, verbal warning; 2) issue a written reprimand; 3) suspend the employee; 4) demote the employee; 5) terminate the employee.

After three years from the date of a documented verbal warning and/or written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief of Police for the removal of the documented verbal warning and/or written reprimand from his/her Department personnel file. The Chief shall consider the circumstances and the employee's request for such removal and advise the employee of his/her decision.

19.3.7 An employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Civil Service Commission procedures relative to the same disciplinary action.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

- 19.3.8 An employee may request access to the investigative portion of closed Internal Investigations and Communications Section complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. The Internal Investigations Section or the Communications Section shall consider the circumstances and not unreasonably deny such access.
- 19.3.9 It is agreed by the City and the Guild that it is in the public interest and to their mutual benefit to maintain confidentiality of Departmental disciplinary proceedings to the extent that circumstances may reasonably allow.
- 19.3.10 With the exception of criminal investigations, complaint investigations will be determined by the City within ninety (90) days after the initial employee notification of said complaint. This time limit may be extended by the City upon submission of written notification for such delay. The City agrees that delay requests will be reasonable and not submitted to merely delay the process.
- ~~19.4 The City agrees that in establishing new and/or revising existing standards of dress, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such standards.~~
- 19.54 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.
- ~~19.6 There shall be a supervisor or acting supervisor available on each shift, which may or may not be a sworn Police Officer.~~
- 19.75 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.
- 19.86 REHIRES - In the event an employee Seattle Police Dispatchers' Guild member leaves the service of the Communications DivisionSection and within the next four (4) years, the Employer rehires said former employee in the same classification and assignmentlevel to which he/she was assigned at the date of termination, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original termination, or at the top step of the salary range if he/she is brought back at a lower assignment-level. Such previous time worked shall be included for the purpose of determining eligibility for service steps and divisionsection seniority; in addition, the Chief of the Seattle Police Department will also grant vacation accrual creditsrates in accordance with the rehired employee's past service time.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

If a former employee is rehired as a Dispatcher I and was previously radio trained by the Seattle Police Department, he will be eligible to participate in the next applicable promotional examination after six (6) months of solo radio work.

19.7 Wherever referenced in this agreement, and as applies to the yearly shift selection process, Section seniority or seniority is defined as time served in the Communications Section, employed as a civilian dispatcher and would include any additional seniority restored as the result of the Rehire Section (19.6) of this contract.

19.98 PROVISIONS OF THE SMOKING POLICY

~~After December 31, 1990, for the term of this Agreement, members of the Seattle Police Dispatchers' Guild may choose to smoke in the garage of the second floor "E" deck in the Public Safety Building on the second floor "E" deck, near the guard shack between the hours of 6:30 p.m. to 6:00 a.m. only.~~

19.449 List of Employees: The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, and used only for official Guild business, and returned to the Employer. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

19.120 Bulletin Boards: The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit, provided, however, that said The bulletin board space provided shall not be used for notices which are political in nature, or other documents that promote or oppose a ballot issue or assist a candidate for public office. However, notices involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Police Dispatchers' Guild.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 20 - SAVINGS CLAUSE

- 20.1 If an article of this Agreement or any addenda thereto 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 addenda 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 for such article.
- 20.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 21 - ENTIRE AGREEMENT

- 21.1 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.
- 21.2 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, each party voluntarily and unqualifiedly agrees 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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 22 - SUBORDINATION OF AGREEMENT

- 22.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal law, State law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal law, State law or City Charter are paramount and shall prevail.
- 22.2 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.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ARTICLE 23 - TERM OF AGREEMENT

23.1 This Agreement shall become effective upon signing by both parties unless otherwise specified elsewhere within this Agreement and shall remain in effect through December 31, 19947. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to December 31, 19947. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, this Agreement shall continue to remain in full force and effect, in accordance with interpretation and application of RCW 41.56, during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

23.2 ~~Subject to the conditions hereinafter set forth and upon thirty days' advance written notification, either party may require the other to meet for the purpose of negotiating amendments to this Agreement which relate solely to the following issues:~~

- a) ~~Without conceding that the topic hereinafter referenced (or any recommendation for change contained therein) is a mandatory or permissive subject of bargaining, the City may, at its discretion, open negotiations at any time during the term of the upcoming collective bargaining agreement regarding existing or new contract provisions for the limited purposes (1) to accommodate implementation of the City's classification project and/or (2) to address wage changes, if any, related thereto, either of which directly affect a classification covered by this Agreement. In the event the City opens such negotiations, the Guild, within thirty (30) calendar days of the City's written notice, shall be able to submit counterproposals to the City concerning mandatory subjects of bargaining with respect to the direct impact upon classifications covered by this Agreement of the implementation of the City's classification project: Gainsharing Program. The City may propose a gainsharing program during the term of this Agreement. If the gainsharing program affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement,~~

implementation shall be subject to mutual agreement between the Unions and the City.

- 23.3 Classification and Compensation Study - The City reserves the right to open this Agreement for the purpose of negotiating changes to the City's classification and compensation systems.
- 23.4 Drug and Alcohol Testing Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of programs to maintain a drug- and alcohol-free workplace.
- 23.5 Potential Citywide EEO/Internal Inquiry Complaint Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of an internal EEO complaint process which may preclude other City processes now available; however, the process will not take away any individual contractual or legal rights. Such process may include a means by which such complaints may be mediated to achieve early, mutually satisfactory resolution.
- 23.6 Cost Comparison Methodology - The City or the Union may open this Agreement for the purpose of revising the cost comparison methodology developed by the Task Force on Service Delivery Efficiencies and to negotiate possible incorporation of the methodology into the contract by a Memorandum of Understanding.
- 23.7 General Leave - At any time during the term of this Agreement, but in no event earlier than January 1, 1996, the Union and/or the City shall have the right to open this Agreement for the purpose of negotiating a general leave provision provided written notification is submitted by one party upon the other of their interest in entering into such negotiations.
- 23.8 Project Hire - The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a Department is hiring for a position in which the employee is qualified, and if no business reasons would otherwise make the employee unsuitable for employment, the employee will receive an interview for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Executed this _____ day of _____, 19926.

SEATTLE POLICE DISPATCHERS' GUILD

CITY OF SEATTLE
Executed under authority
of Ordinance _____.

President

Mayor

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

APPENDIX A

A.1 Effective ~~January 1, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | <u>STEP A</u> | <u>STEP B</u> | <u>STEP C</u> | <u>STEP D</u> | <u>STEP E</u> |
|--|---------------|---------------|---------------|---------------|---------------|
| Police Communications Dispatcher I | 41.89 | 42.36 | 42.79 | 43.30 | 43.81 |
| Police Communications Dispatcher II | 43.84 | 44.34 | 44.94 | 45.47 | 46.07 |
| Police Communications Dispatcher III | 45.47 | 46.07 | 46.74 | 47.35 | 48.05 |
| Chief Police Communications Dispatcher* | 18.61 | 19.36 | 20.17 | 20.91 | 21.67 |

*Salary for the above title is effective and retroactive to October 1, 1995.

A.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | <u>STEP A</u> | <u>STEP B</u> | <u>STEP C</u> | <u>STEP D</u> | <u>STEP E</u> |
|---|---------------|---------------|---------------|---------------|---------------|
| Police Communications Dispatcher I | 13.38 | 13.92 | 14.40 | 14.97 | 15.54 |
| Police Communications Dispatcher II | 15.54 | 16.15 | 16.78 | 17.41 | 18.08 |
| Police Communications Dispatcher III | 17.41 | 18.08 | 18.80 | 19.53 | 20.32 |
| Chief Police Communications Dispatcher | 19.15 | 19.92 | 20.75 | 21.52 | 22.30 |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

A.2 Police Communications Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount equal to five percent (5%) of the current top step base pay rate for Police Communications Dispatcher II while performing in such training capacity.

A.3 Effective upon the signature date of this Agreement, a shift differential of forty-five cents (45¢) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:45 p.m. and 7:45 a.m. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 3:45 p.m. and 7:45 a.m., in which case it will be paid for all hours of overtime work for that shift.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

cc214
City of Seattle, City Clerk

--ss.

No. ORDINANCE

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on May 6, 1992 and published here by title only, will be mailed, at no cost upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118118

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Dispatchers' Guild, effective through December 31, 1997, and providing payment therefor.

ORDINANCE NO. 118119

AN ORDINANCE relating to the City Light Department; authorizing the execution of the First Amendment to the Centralia Fuel Supply Agreement Dated as of January 1, 1992.

ORDINANCE NO. 118122

AN ORDINANCE relating to the City Light Department; authorizing an easement agreement with the State of Washington Department of Transportation (the "State") for use of the City of Seattle Skagit Transmission Line Right of Way in Skagit County, Washington, for a right of way for State Highway SR 530 (P. M. #341019-3-302).

ORDINANCE NO. 118123

AN ORDINANCE providing for the acquisition by condemnation of land and other property rights in a portion of H. Van Asselt Donation Claim No. 59, being parts of Sections 27, 28, 33 and 34, Township 24 North, Range 4 East, W. M., in King County, Washington, lying south of Riverside Addition, according to the plat thereof recorded in Volume 5 of Plate, page 92, in King County, Washington, for open space, park and recreation purposes (East Duwamish Greenbelt) under the Seattle Open Space and Trails Bond Program.

ORDINANCE NO. 118124

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

Publication ordered by JUDITH PIP- PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, May 21, 1996.
(5/21/96214)

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

OTOT:118118-19.22-24

was published on

05/21/96

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

Subscribed and sworn to before me on

05/22/96
[Signature]

Notary Public for the State of Washington,
residing in Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.