MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

SEATTLE POLICE DISPATCHERS' GUILD

For the time period of January 1, 2014 through December 31, 2014

1) Effective January 1, 2014, the wages of all job titles represented by the Seattle Police Dispatchers' Guild shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.

2) All other terms and conditions of the collective bargaining agreement that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.

3) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.

4) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.

5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.

6) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.

7) The parties to this agreement will continue to bargain a successor agreement.

8) This MOU shall become effective upon signature.

SIGNED this 24th day of June 2014.

Executed under the Authority

of Ordinance No. 124486

FOR THE CITY OF SEATTLE

Edward B. Murray,
Mayor

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

FOR SEATTLE POLICE DISPATCHERS' GUILD

Scott Best
President

# AGREEMENT

By and Between

THE CITY OF SEATTLE

and the

SEATTLE POLICE DISPATCHERS' GUILD

Effective through December 31, 2013

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 | 7 |
| ARTICLE 6 | LABOR-MANAGEMENT COMMITTEE, LABOR-MANAGEMENT LEADERSHIP COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES | 9 |
| ARTICLE 7 | WORK STOPPAGE | 11 |
| ARTICLE 8 | GRIEVANCE PROCEDURE | 12 |
| ARTICLE 9 | CLASSIFICATIONS AND RATES OF PAY | 17 |
| ARTICLE 10 | HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY | 19 |
| ARTICLE 11 | HOLIDAYS | 38 |
| ARTICLE 12 | HEALTH CARE, DENTAL CARE, LIFE INSURANCE LONG TERM DISABILITY INSURANCE AND LONG TERM CARE | 39 |
| ARTICLE 13 | ANNUAL VACATIONS | 42 |
| ARTICLE 14 | SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE | 54 |
| ARTICLE 15 | INDUSTRIAL INJURY OR ILLNESS | 58 |
| ARTICLE 16 | RETIREMENT | 60 |
| ARTICLE 17 | PRODUCTIVITY AND PERFORMANCE | 61 |
| ARTICLE 18 | GUILD REPRESENTATIVES | 62 |
| ARTICLE 19 | EMPLOYEE RIGHTS AND GENERAL CONDITIONS | 64 |

ARTICLE 20 PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD ..... 74

ARTICLE 21 LAYOFF ..... 78

ARTICLE 22 SAVINGS CLAUSE ..... 80

ARTICLE 23 ENTIRE AGREEMENT..... 81

ARTICLE 24 SUBORDINATION OF AGREEMENT ..... 82

ARTICLE 25 TERM OF AGREEMENT..... 83

APPENDIX A..... 84

APPENDIX B..... 86

APPENDIX C……87

APPENDIX D……88

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.

## 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.

## 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.

## 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.

## 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 (including technology that allows citizens to directly complete non-emergency police reports online that are currently being completed by bargaining unit members), 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.

4.2.1 Minimum staffing/discretionary time off:

1. Management shall have the discretion to set minimum staffing levels

2. The “Rule of 3” governing discretionary time-off shall be modified to allow for a proportional increase in the number of employees permitted to take discretionary time off.

3. The proportional increase shall be determined by calculating the percentage increase in 4 hour shift segment minimum staffing for a given quarter, using the 2008 minimum staffing numbers as a base.

4. This percentage increase shall then be applied to the “Rule of 3”, which will result in a number of shifts in which four employees will be permitted to take discretionary time off in a given quarter. (i.e. % increase in minimum staffing by 4 hour shift segment in a given quarter x number of 4 hour shift segments in that quarter [excluding “no days”] = number of shift segments in which a “Rule of 4” shall apply in a given quarter.) Existing rules associated with “no days” shall continue to apply.

5. The “Rule of 4” will be available on any 4 hour shift segment that the “Rule of 3” was previously the maximum for authorized discretionary time excluding “no days”. The Department shall identify which days are available for the Rule of 4 prior to the annual vacation selection process. If the “Rule of 4” is not exhausted during the annual vacation selection process the remainder of the “Rule of 4” 4 hour shift segments will be available on a first come basis until all “Rule of 4” days are used.

6. Example:

   a. First quarter, 2nd Watch 1100-1500, minimum staffing is 20
   b. Management increases minimum staffing to 22 during this 4 hour shift segment, which is a 10% increase.
   c. Rule of 3 yields 270 8 hour shifts off during first quarter (90 days x 3 employees off per shift segment = 270 8 hour shifts off under Rule of 3)
   d. Apply 10% increase to 270 4 hour shift segments, which results in 27 additional 4 hour shift segments off or 13.5 8 hour shifts off (270 x 10% = 27 additional 4 hour shifts or 13.5 8 hour shifts) for a total of 283.5 8 hour shifts off during this shift during the First quarter.

7. Any decrease in minimum staffing levels will not result in less than the “Rule of 3”.

8. 2008 minimum staffing levels are attached hereto as a reference at Appendix C.

9. If any situation arises related to this section that implicates a mandatory subject of bargaining, the parties to this agreement will commence bargaining if not specifically covered by this minimum staffing/discretionary language.

10. During each rolling 24-hour period, one employee holding the permanent rank of Supervisor shall be assigned.

4.3 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head to contract out work under this provision, the Guild shall be notified. The department head shall make available to the Guild upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Guild may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

4.4 Upon initial appointment of a new employee to a Dispatcher I position, management has the right to place the employee at any step on the Dispatcher I pay scale. Upon initial appointment of a new employee to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at any step on the Dispatcher II pay scale. Provided: if the new employee is eligible for consideration under Article 19.6 of this Agreement, the provisions of Article 19.6 will prevail.

4.5 Upon promotion of a radio trained Dispatcher I to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at an accelerated step on the Dispatcher II pay scale. Provided: no newly promoted Dispatcher II shall be placed at a higher step than any incumbent Dispatcher II without raising any such incumbent Dispatcher II to that higher step.

## 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 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 Guild 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.

## ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE, LABOR-MANAGEMENT LEADERSHIP COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

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 consultative 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.

6.3 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

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

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

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

This provision will extend only for the term of this Agreement, unless the parties mutually agree to extend this specific provision beyond the expiration of the Agreement.

## 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.

## 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. 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. As a means to settle a grievance, at any step in the grievance procedure the City may offer a monetary settlement as a full settlement of the subject grievance. If multiple grievants are involved in the dispute, each grievant will be permitted to individually make the choice of payment or continuing the grievance process. Any employee at any time may present his/her grievance to the employer and have such grievance settled without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at that grievance hearing and to make its views known, and as long as the settlement is not inconsistent with the terms of a collective bargaining agreement then in effect. Provisions of this article shall be retroactive to January 1, 2012.

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

Step 1. The contract grievance shall be presented in writing by the employee or Guild Representative, to the lieutenant (or civilian replacement) within twenty (20) business days of the alleged contract violation. If the grievance is initiated by the employee, it will be the obligation of the employee to provide the Guild with a copy of the written grievance. The written grievance shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. There shall be no change in the nature of any grievance and the basis shall not be expanded after the initial submission of the grievance in written form. The immediate supervisor shall answer the grievance in writing within ten (10) business days after receipt of the alleged contract grievance. If the grievance was filed by an employee, the lieutenant (or civilian replacement) shall provide the Guild with a copy of the response to the grievance.

Step 2. If the contract grievance is not resolved as provided in Step 1, the employee or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Guild submits the grievance to the Bureau Chief, the Guild or the aggrieved employee or the Bureau Chief may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Guild. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. A Guild Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Guild. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Bureau Chief and the Guild shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the Bureau Chief shall thereafter convene a meeting within ten (10) business days between the 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 Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the

Guild and to the employee, if the grievance was initiated by the employee, within ten (10) business days after the contract grievance meeting.

Without Mediation:

The Bureau Chief shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with the Section Manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the Guild.

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 or employee's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative or employee within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

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 ten (10) business days of receipt of the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild and the employee, if the grievance was initiated by the employee, an answer in writing ten (10) business 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, but not the employee, may refer the grievance to arbitration. Referral to arbitration (PERC or AAA) must be made within twenty (20) business days after receipt of the decision in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed

within the time frame specified in Step 4 after receipt of notification form the ADR Coordinator that the grievance was not resolved in mediation.

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 Guild and the Employer relative to the choice of an arbitrator from that list within ten (10) business 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 must 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.

If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result of inaction by the initiating party, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

The Guild and the Employer 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) calendar 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 or employee'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.

8.7 For the purposes of this Article, the date of receipt by the Guild of a grievance step reply from the City shall be defined as the date it was hand delivered to the Guild president, vice president or secretary-treasurer or the date signed for on a return receipt for certified mail delivered to the business office of the Guild.

## 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.

9.1.1 A) Effective January 4, 2012, wages will be increased by .4%.

B) Effective January 2, 2013, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2010 through June 2011 to the period August 2011 through June 2012.

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 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.

9.1.2 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a prepayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Guild Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

## 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. Earned time off (discretionary time) to make up for any furlough shortage will not be counted toward the rule of 3 and proper notations on the watch boards will separately identify discretionary time off for any furlough shortage and the rule of 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.

10.1.1 Shift Schedules:

| | |
|---|---|
| 1st Watch | 2300-0700 hours |
| 2nd Watch | 0700-1500 hours |
| 3rd Watch | 1500-2300 hours |
| 4th Watch | 1900-0300 hours |
| 5th Watch | 1100-1900 hours |

10.1.2 Supervisor Shift Schedules

| | |
|---|---|
| 1st Watch | 2200-0600 |
| 2nd Watch | 0600-1400 |
| 3rd Watch | 1400-2200 |

Chief Dispatchers shall work the established supervisor shift schedule when work out of class as a Supervisor.

10.1.3 SPDG members shall take breaks in a manner consistent with provisions of the Washington Administrative Code and City Personnel Rules. Specifically,

employees shall not “bunch” their breaks and leave prior to the end of the scheduled shift extension.

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 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 An employee shall be entitled to extraordinary overtime, as provided by SMC 4.20.230, only under the following circumstances:

A. The Mayor has issued an Emergency Proclamation; and

B. The Police Communications Director has determined that continuing to maintain the emergency status of Communications Section personnel is necessary to respond to the emergency; and

C. The employee has been assigned overtime to provide additional staff beyond normal levels to meet the emergency. For example: if eighteen (18) employees is normal staffing for a given shift and because of the emergency, the Police Communications Director determines that twenty (20) employees are needed, the two (2) employees assigned overtime to fill positions nineteen (19) and twenty (20) would receive extraordinary overtime compensation. Under the same scenario, if only sixteen (16)

employees reported for the shift, the two (2) employees assigned to fill positions seventeen (17) and eighteen (18) would receive time and one-half overtime.

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 bargaining unit members, bargaining unit members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage. An employee shall be paid six dollars ($6.00) compensation for a meal when specifically directed by the City to work two (2) hours or longer before or after working a normal shift of at least eight (8) hours or to work two (2) hours or longer before or after working a shift of at least eight (8) hours when called in to work on a furlough day. Any mandatory training overtime of three hours or more that does not include all classes of employees will be considered mandatory overtime for the purpose of earning mandatory credits.

A. "Voluntary overtime" is overtime that is assigned by a Supervisor to employees who volunteer for the work.
B. "Mandatory overtime" is overtime that is assigned by a Supervisor in the absence of employees volunteering for the work and mandatory training overtime of three hours or more that does not include all classes of employees.
C. "Voluntary mandatory overtime" is shift extension overtime that is assigned by a Supervisor one day or less in advance that would be a mandatory overtime assignment, if an employee did not volunteer for the assignment.
D. "Under normal circumstances" does not refer to serious, weather, unusual occurrences, disasters or anything else that specifically cannot be planned for in advance. Sick leave, holidays and planned special events are considered under normal conditions.
E. Supervisors are subject to mandatory overtime at the supervisor position per the terms of this agreement. A supervisor has priority in working any overtime at the supervisor position, inclusive of when a Chief Dispatch ("CD") is available to be bumped up for out-of-class; provided, however, the supervisor does not have priority in bumping a CD unless it would require additional staffing to back-fill.

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 mandatory

sick reporting may not work voluntary overtime. These restrictions do not apply to the remaining provisions regarding mandatory overtime. Voluntary overtime assignments are assigned starting at ten (10) days in advance.

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. Mandatory overtime assignments are assigned starting at five (5) days in advance.

(A) The Supervisor will first ask for volunteers for overtime.

(B) If additional personnel are needed, the Supervisor will ask for volunteers for voluntary mandatory overtime and will then assign mandatory 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. Employees will receive one mandatory overtime credit each time they work mandatory overtime, except that employees who work mandatory overtime on furloughs, discretionary time or on consecutive work shifts not separated by furloughs will receive two (2) mandatory overtime credits. The additional credit for work on consecutive shifts will be received for the second shift worked, if that shift was not voluntary mandatory overtime (i.e., to qualify for the credit, the second shift cannot be voluntary mandatory overtime, but the first overtime shift can be voluntary mandatory overtime).

(2) Selection of employees for mandatory overtime for either half of any shift will be from those employees scheduled to work on the temporally adjacent shift. Provided that, of those present, or scheduled to be present on the adjacent shift employees may be assigned voluntary mandatory overtime out of order within one day of the mandatory overtime assignment (ie. a voluntary mandatory can be given anytime Friday for a mandatory overtime assignment at 1500 hours on Saturday). Voluntary mandatory overtime will not be assigned to employees on furloughs. There are no restrictions on the number of voluntary mandatory overtime assignments an employee may work during their work week as long as they are shift extensions. A voluntary mandatory overtime assignment may release another employee assigned mandatory overtime. Once it is

determined that a shift is above minimum staffing levels with the assignment of mandatory overtime, the supervisor will immediately attempt to release employees from mandatory overtime. Employees will be released from mandatory overtime in the following order, those working mandatory overtime on vacation, the furloughs, then those employees that have already worked or scheduled to work twelve (12) hours of overtime during the work week, followed by back to back mandatory overtime assignments. If there is more than one employee to be released from mandatory overtime and the first employee can not be contacted in person or by telephone, the supervisor will then proceed to the next eligible employee and continue until the appropriate releases have been made. If no employee can be contacted to be released then the first employee to contact the supervisor to accept the release will be granted the release. Under normal conditions the employee released must have the most mandatory overtime credits in the log book. If more than one employee voices said request, the employee with the most mandatory overtime credits will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. For anticipated mandatory overtime, assignments will be made five (5) days or less in advance. Under normal conditions an employee will not work three (3) back to back mandatory overtime assignments.

(3) Mandatory overtime on furloughs. Once an employee is assigned a four (4) hour mandatory overtime shift on any day of a two or three day furlough, they will not be re-assigned another four (4) hour mandatory overtime assignment on that same two or three day furlough until an attempt has been made to contact all other eligible employees who are on the same shift/furlough regardless of the number of mandatory overtime credits an employee may have. For clarification, employees will not work more than four (4) hours of mandatory overtime on their furloughs until all other employees working the same shift and sharing the same furloughs have either worked four (4) hours on the furloughs or an attempt to contact the employee has been made. Employees who have worked or are scheduled to work sixteen (16) hours of overtime during the work week adjacent to the furloughs are exempt from mandatory overtime on those furloughs.

A. Under normal conditions the assignment of mandatory overtime is done in the following order provided the employee is not exempt at any of the steps.

Round 1. Non-exempt employees with the least amount of mandatory overtime credits.

Round 2. Non-exempt employees with the least amount of mandatory overtime credits selected to work back-to-back mandatory overtime assignments.

Round 3. Non-exempt employees with the least amount of mandatory overtime credits selected to work that have worked or are scheduled to work twelve (12) hours of overtime during the work week but no more than sixteen (16) hours of overtime during the work week. (Furlough overtime excluded)

Round 4. Mandatory overtime on employees furlough. The employee with the least amount of mandatory overtime credits on furlough are taken from the shift the overtime is needed who are on regularly scheduled furloughs.

Round 5. Mandatory overtime on employee's vacation of less than five (5) days. The employee with the least amount of mandatory overtime credits on vacation are taken from the shift the overtime is needed who are on vacation (including furloughs) of less than five (5) days.

B.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.)

(4) Any credits for mandatory overtime will expire one year after they are acquired.

(5) Employees may be permitted to work less than four (4) hours of mandatory overtime. If less than three (3) hours of overtime are worked, the employee will not receive a mandatory overtime credit. For mandatory training, the employee will not receive a mandatory overtime credit if less than three (3) hours of overtime for training are worked.

(6) Under normal conditions, the following circumstances will merit an exemption from mandatory overtime consideration:

a) If by assigning such overtime, the employee would have less than twelve (12) hours off duty before reporting for their next work assignment.

b) If employees, as a result of a change in shifts or canceled furlough days, are scheduled to work more than five (5) consecutive work days. This exemption will stand until such time the employee has had at least one day off duty of furlough, paid or unpaid leave.

c) If employees have already worked or are scheduled to work twelve (12) consecutive hours, they cannot be assigned mandatory overtime at the start or the end of that work period. However, an employee previously scheduled for mandatory overtime may not volunteer for overtime to avoid their assigned mandatory overtime.

d) If an employee can demonstrate that he/she is ill or has a close relative, as defined by Section 14.2, with an illness that requires their attention.

e) If the employee can demonstrate that he/she or any close relative, as defined in Section 14.2, that the employee is caring for has a previously scheduled medical or dental appointment the employee will be exempt from mandatory overtime. The employee may be required to provide verification of the medical/dental appointment

f) If child care problems exist, AND less than twenty-four (24) hours notice of said mandatory assignment is given; provided that no employee shall attempt to consistently avoid mandatory overtime through the use of this exception.

g) If by assigning such overtime, it would cause the employee to work consecutive work shifts of mandatory overtime not separated by furloughs, except as provided by subsection (2)(A) above.

h) If the employee has already worked or is scheduled to work twelve (12) hours or more of overtime during their normal five consecutive work days except under Round 3 of the mandatory overtime assignment process. If it can be demonstrated that an employee later refused a voluntary overtime assignment to avoid a mandatory assignment, the employee will forfeit one (1) mandatory credit.

i) When an employee has an approved vacation request for five (5) or more discretionary/furlough days, they will not normally be assigned mandatory overtime during that period.

j) With respect to mandatory overtime shifts separated by furloughs for first watch employees, those employees can be assigned mandatory overtime at the end of their shift on the last day of their regular work week or before their shift on their day of the next week, but not both.

k) Each employee will be annually given two (2) mandatory exemption opportunities for each calendar year. Requesting to use a mandatory exemption will allow an employee to be exempt from the normal mandatory overtime selection process. These exemptions may be used by an employee who is contacted in person or by telephone. Once an exemption has been used it will not be rescinded. These exemptions cannot be used in the event Section 10.2.4 has been implemented. Under normal conditions, employees will not be permitted to use these exemptions for the following dates and events: Fat Tuesday and the Friday and Saturday prior to Fat Tuesday, July 4th 1500 hours to July 5th 0300 hours; Torchlight Parade from 1500 hours to 0300 hours; the weekend of the hydro plane race; Halloween from 1500 hours to 0300 hours; Thanksgiving Day; November 30; Christmas Eve from 1500 hours to 2300 hours; Christmas Day; New Year's Eve from 1500 hours to 2300 hours; and New Year's Day. These exemptions may not be used, if an employee on furlough or discretionary time needs to be called in to work a mandatory assignment. Not more than three (3) employees for each shift requiring mandatory overtime assignments will be allowed to use the exemptions. These exemptions may be used if it causes an employee to work two (2) consecutive mandatory overtime assignments and if it causes an employee to work a mandatory assignment when they have already worked or are scheduled to work twelve (12) hours of overtime during their work week, but no more than sixteen (16) hours of overtime during their work week. These exemptions may not be used if it causes an employee to work three (3) consecutive mandatory assignments or to work more than sixteen (16) hours of overtime during their work week. If an employee has used an exemption and is then released from a mandatory overtime assignment, the exemption will be restored as appropriate.

l) The Guild will annually be given two (2) mandatory exemption opportunities for each calendar year. The Guild exemptions may be used by employees to attend to official Guild business.

m) Employees who are: (1) being trained; or (2) receiving remedial training or evaluations may, at the discretion of the Director of Communications, be exempt from mandatory overtime or restricted from performing voluntary overtime during the training

or evaluation. No employee exempt from mandatory overtime during training or an evaluation may volunteer for overtime, and no employee restricted from performing voluntary overtime during training or an evaluation shall be required to perform mandatory overtime.

n) The Guild President will not be subject to mandatory overtime, if it interferes with official Guild business. The officers and shop stewards of the Guild will not be subject to mandatory overtime, if it conflicts with scheduled monthly board meetings or negotiations sessions. The Guild shall provide at least six (6) days notice to the Lieutenant and the Director of the date and time of the board meeting and of the duty status of those who will attend. The use of Guild Days will be subject to section 18.4 of this Agreement.

10.5.2 Voluntary Overtime Assignment Refusal and Release

1. All volunteer overtime assignments, whether worked or not, will count as one volunteer overtime credit as described in SPDG Contract 10.5 and 10.5.1 unless a release is initiated by supervisor request.

2. An employee will be released from volunteer overtime if the employee, or a close family member of the employee, is sick or has a medical or dental appointment or has an emergency or extenuating circumstance for which it is reasonable for the supervisor to excuse the employee from working the volunteer overtime assignment.

3. An employee will be released from volunteer overtime under normal conditions if the shift doesn't fall below minimum staffing levels and there is no demonstrated reason for maintaining extra staffing i.e. special event, disaster, storm.

4. An employee will be released from volunteer overtime under normal conditions if other employees with the same skill level are listed on the volunteer overtime sign up sheet and can be contacted immediately, in person or by telephone, at the time of the request for release. Multiple requests will be resolved by seniority and/or skill set.

5. An employee will be released upon request from a volunteer overtime shift under normal conditions if the employee is assigned mandatory overtime in conjunction with a volunteer overtime assignment that will create a sixteen (16) hour shift or provide less than twelve (12) hours off duty before reporting back to work for a regular or overtime assignment.

6. After three (3) refusals in a calendar quarter, or after eight (8) refusals in a calendar year an employee forfeits the opportunity to be assigned volunteer

overtime ten (10) days in advance. The employee may still be assigned volunteer overtime les than ten (10) days in advance. Any further refusals of these overtime assignments (less than ten (10) days) will restrict any further overtime assignment opportunities for that calendar quarter.

7. A refusal results when the employee doesn't work the overtime assignment as agreed upon when hired to do so. Refusals occur when;
    a. The employee doesn't work the overtime and this causes the shift supervisor to order a mandatory overtime assignment.
    b. The employee doesn't work the overtime and this causes the shift to go below minimum staffing.

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 IIIs 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. 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 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.

10.6.2.1 Dispatcher II's Trained for Chief Dispatcher Duties

1. The trained DII's will be assigned to work as an acting Chief Dispatcher at least 16 hours per month in order to maintain that skill set.

2. Scheduling will be coordinated in a manner that allows both Dispatcher III's and trained Dispatcher II's to work at least 16 hours per month as acting Chief Dispatchers. Scheduling of DII's and DIII's skill maintenance assignments will be made at the beginning of the month by the supervisor. If by necessity the DII's and DIII's work additional assignments at the CD position their skill maintenance assignments will not be adjusted.

3. Chief Dispatchers who are working will not "bump" any Dispatcher II or III who is assigned to a skill maintenance tour at the Chief Dispatcher console.

4. Once trained, these Dispatcher II's would be eligible to volunteer for overtime that requires a Dispatcher III or Chief Dispatcher duties and would be subject to mandatory overtime assignments requiring a Dispatcher III or Chief Dispatcher duties.

5. Dispatcher II's working out of class will be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Out of class assignments must be of four hours duration or longer to be paid at the higher rate. Dispatcher II's performing duties of Dispatcher III will be paid out of class as a Dispatcher III when relieving the Chief Dispatcher unless the relief period is four or more continuous hours. Radio relief assignments involving any relief of the Chief Dispatcher will be paid Dispatcher III pay for the entire period of the radio relief assignment. Assignments of four or more hours as Chief Dispatcher will be paid at the bottom step of Chief Dispatcher pay.

6. Relief of the Chief Dispatcher while assigned as radio relief will not count toward the 16 hours of skill maintenance.

10.7 Promotional Guidelines

Supervisor Promotional Guidelines

Only SPDG members in the Chief Dispatcher and Dispatcher III classifications with at least one year of experience may apply for this position unless management can demonstrate there are no qualified internal applicants.

A. The evaluation and selection of candidates for Supervisor positions will be based on ranking of the following:

1. A completed resume/application form provided by the City and evaluated by a team of at least three evaluators. The evaluation team will include the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher. Graded weight 25%.
2. A job-related oral interview conducted by a panel consisting of the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher or Supervisor. Graded weight 55%.
3. The applicant's most recent performance appraisal. Graded weight 20%.
4. In the event a lateral candidate is being evaluated the resume/application review shall be weighted 35% and the oral interview 65%.

B. A ranked-ordered promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years, and the City shall offer promotions to candidates on the final list based on their ordered ranking.

C. A final promotional eligibility list will be posted and remain in effect for two years, and it will be used for vacancies as they occur during those two years. The Chief of Police or his designee shall offer promotions to candidates on the final list based on their ordered ranking unless the Chief of Police or his designee is able to articulate a legitimate business reason for promoting out of order. Any candidate for promotion shall be advised of the legitimate business reason resulting in his/her bypass and will be reevaluated for the next available opening. The Guild shall have the right to file a grievance regarding any bypass of candidates pursuant to Article 8 of the parties' collective bargaining agreement.

Chief Dispatcher Promotional Guidelines

A. Only Dispatcher III's with one year in grade, or bargaining unit members of higher classifications, may apply for the Chief Dispatcher promotional examination. In the Director's discretion he/she may allow Dispatcher II's trained as Dispatcher III's to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Chief Dispatcher positions will be based on a ranking of the following:

1. A completed resume/application form provided by the City and evaluated by a team of at least three (3) evaluators. The evaluation team will include the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher. Graded weight 25%.
2. A job-related oral interview conducted by a panel consisting of the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher or Supervisor. Graded weight 55%.
3. The applicant's most recent performance appraisal. Graded weight 20%.

C. A ranked-ordered promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years, and the City shall offer promotions to candidates on the final list based on their ordered ranking.

D. A final promotional eligibility list will be posted and remain in effect for two years, and it will be used for vacancies as they occur during those two years. The Chief of Police or his designee shall offer promotions to candidates on the final list based on their ordered ranking unless the Chief of Police or designee is able to articulate a legitimate business reason for promoting out of order. Any candidate for promotion shall be advised of the legitimate business reason resulting in his/her bypass and will be reevaluated for the next available opening. The Guild shall have the right to file a grievance regarding any bypass of candidates pursuant to Article 8 of the parties' collective bargaining agreement.

Dispatcher III Promotional Guidelines

A. Only Dispatcher II's with one year in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher III promotional examination. Dispatcher II's may apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher III positions will be based on a ranking of the following:

1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 10%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 20%.
4. A job-related oral interview conducted by a team consisting of the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher . Graded weight 35%.
5. The applicant's most recent performance appraisal. Graded weight 10%.

C. A ranked-ordered promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years, and the City shall offer promotions to candidates on the final list based on their ordered ranking.

D. A final promotional eligibility list will be posted and remain in effect for two years, and it will be used for vacancies as they occur during those two years. The Chief of Police or his designee shall offer promotions to candidates on the final list based on their ordered ranking unless the Chief of Police or his designee is able to articulate a legitimate business reason for promoting out of order. Any candidate for promotion shall be advised of the legitimate business reason resulting in his/her bypass and

will be reevaluated for the next available opening. The Guild shall have the right to file a grievance regarding any bypass of candidates pursuant to Article 8 of the parties' bargaining agreement.

Dispatcher II Promotional Guidelines

A. Only Dispatcher I's with eighteen months in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher II promotional examination. In the Director's discretion, he/she may allow Dispatcher I with less time in grade to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher II positions will be based on a ranking of the following:

1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 25%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 20%
4. The applicant's most recent performance appraisal. Graded weight 20%.
5. A job-related oral interview conducted by a panel consisting of the Operations Lieutenant, a designee of the Director and a current Chief Dispatcher. Graded weight 10%

C. A ranked-ordered promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years, and the City shall offer promotions to candidates on the final list based on their ordered ranking.

D. A final promotional eligibility list will be posted and remain in effect for two years, and it will be used for vacancies as they occur during those two years. The Chief of Police or his designee shall offer promotions to candidates on the final list based on their ordered ranking unless the Chief of Police or his designee is able to articulate a legitimate business reason for promoting out of order. Any candidate for promotion shall be advised of the legitimate business reason resulting in his/her bypass and will be reevaluated for the next available opening. The Guild shall have the right to file a grievance regarding any bypass of candidates pursuant to Article 8 of the parties' collective bargaining agreement.

Police Communications Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the Systems Analyst in the Communications Section are eligible to apply for this position. The evaluation and selection of

candidates for Police Communications Analyst positions will be based on a ranking of the following:

1. A completed resume/application form provided by the City evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 25%.
2. A job-related oral interview conducted by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 55%.
3. The applicant's most recent performance appraisal. Graded weight 20%.

B. A ranked-ordered promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years, and the City shall offer promotions to candidates on the final list based on their ordered ranking.
C. A final promotional eligibility list will be posted and remain in effect for two years, and it will be used for vacancies as they occur during those two years. The Chief of Police or his designee shall offer promotions to candidates on the final list based on their ordered ranking unless the Chief of Police or his designee is able to articulate a legitimate business reason for promoting out of order. Any candidate for promotion shall be advised of the legitimate business reason resulting in his/her bypass and will be reevaluated for the next available opening. The Guild shall have the right to file a grievance regarding any bypass of candidates pursuant to Article 8 of the parties' collective bargaining agreement.

Promotional Guidelines/Other Issues

A. Whenever a group of candidates are applying for the same position all evaluators will remain the same for the entire group unless otherwise agreed to by the Guild. For example; Six candidates apply for the DII position. The same evaluator will do each candidates phone evaluation. The same evaluator, which may be a different evaluator from the person who did the phone evaluation, will conduct each candidate's radio evaluation. Another example; Six candidates are applying for the Chief Dispatcher position. The same team of at least three evaluators will evaluate the job related oral interview for each candidate if applicable.
B. Promotional registers will not display point totals, rather it will display only the relative ranking of each candidate.
C. There will be an official announcement to all employees for each promotional.
D. Employee has a right to an appeal of the annual performance appraisal as described in the Performance Appraisal Handbook.
E. An employee will not be rated at "needs improvement" or below on the annual performance appraisal unless they have previously been given

notice of a failure to meet the relevant work place expectation, which has been documented.

F. All input received by the Supervisor from Chief Dispatchers and the training unit will be used in the completion of the performance appraisal.

G. Chief Dispatchers and the training unit will receive appropriate training in providing information for use in the performance appraisal.

H. Once a vacancy occurs at the D2, D3, CD and Supervisor level, the City agrees to promptly promote the next person on the promotion list, which will typically occur by offering the promotion by the end of the pay period following the pay period in which the vacancy occurred. The City may delay the promotion for a reasonable period of time for extenuating circumstances, which may include, but are not limited to, an ongoing disciplinary investigation against the employee eligible for promotion or budget constraints. In such cases, the Guild will be immediately notified of any such delay and the reasons for it. Upon promotion, the eligible employee shall have their pay adjusted retroactively back to the pay period in which they began performing the duties of the higher classification.

10.8 Training Unit Conditions:

1. Filling vacancies:

When an opening in the training unit is actual or anticipated, the Director will have all interested applicants submit a letter of interest. The letter of interest should include all background and experience. Each applicant will then meet with an interview panel consisting of the Lieutenant, Supervisor, a Chief Dispatcher, and a current member of the training staff. The interview panel will make a recommendation to the Director who will in turn make the final selection.

2. Overtime:

Training Unit personnel will not be subject to mandatory overtime during any given quarter unless they volunteer for overtime. If Training Unit personnel volunteer for overtime they will be subject to mandatory overtime under the terms of this collective bargaining agreement.

3. For a period of one (1) year following ratification and execution of this contract, unless extended by mutual agreement by the parties, Training Unit personnel may be selected from any classification, subject to mutually agreed upon compensation and classification.

10.9 A) General job share conditions

1. Two (2) Dispatcher I FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher I classification. One Dispatcher II FTE will be designated for

job share eligibility and will be shared equally by two employees who are in the Dispatcher II classification. The participating employees must be regular status (non-probationary) employees of the Communications Section and be fully qualified to perform the duties of the position.

2. The employees who share the designated FTE will select their shifts in alternating order, the senior of the two making the 1st choice, the junior making the 2nd choice and so on and will work a regular 5/2, 5/3 rotating schedule.

3. Section seniority will be used to determine which two employees will be allowed to share the designated job share positions. It is understood that only qualified employees who request to share the positions will be considered. Each time a designated job share position becomes available, the City will announce the availability of the position to all SPDG members.

4. If at any point during the period an employee in any of the job share positions voluntarily returns to full-time status or separates (e.g., resigns, quits, transfers, retires, or is dismissed) as participant in any of the designated job share positions in the Communications Section, the remaining employee in the job share position must return to full-time status in the position, unless the Director determines that another acceptable job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination. Under no circumstances may this employee bump another job share participant out of their designated job share position.

5. Job sharing will not preclude the opportunity for promotion. If an employee in the job share position is promoted, the remaining employee must return to full-time status, unless the Director determines that another job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination.

6. Upon commitment to the job sharing partnerships, the participating employees agree that the Department has no obligation to facilitate a mid-year change in their status or to re-employ on a full-time, permanent basis of the employees who are job sharing a position, regardless of the circumstances.

7. If at any point during the job share arrangements an assigned employee becomes unable to perform the essential functions of their position for greater than thirty days, the remaining employee must revert to full-time status for the duration of the incapacity at the discretion of the Director. The employer is required to provide one pay period advance notice in this

instance. Refusal to comply with this provision nullifies the job share arrangement and is not subject to appeal to the Civil Service Commission and is not grievable.

8. The Director has the sole authority to administer the job share program as he/she deems appropriate, provided that he/she does not violate the terms of this article and the current collective bargaining agreement between the City and the Guild.

B. Hours of work and overtime.

1. Each job share participant will be on pay status, one week on, of forty (40) hours, and one week off, sharing a regular 5/2, 5/3 rotating schedule.
2. Job share participants shall be the last to be assigned volunteer overtime. Job share participants are restricted from scheduling less than 10 days off except within 30 days, except with the approval of the Director of Communications. Job share participants can only work overtime during the week they are scheduled to work. Only one job share employee can work overtime on any given furlough. Job share participants are limited to thirty (30) blocks of overtime per calendar quarter (120 hours).

C. Benefits

1. Regular benefits will be provided by the job share participants participating in the job share programs in accordance with the collective bargaining agreement with the Guild, City ordinance and personnel Rules as applicable, including the following:
   a. Each job share participant must be on regular pay status for a minimum of eighty (80) hours each month in order to be eligible to receive benefits on an annualized basis.
   b. Sick leave and vacation leave shall be accrued according to the number of hours worked, per the collective bargaining agreement with the Guild. Funeral leave and emergency leave will be applied as provided in the collective bargaining agreement with the Guild.

2. The following exception will apply for the job share program:
   a. In order to offset the increased medical and dental premium cost of the job share program, each participating employee shall, on a monthly basis, reimburse the Department for one-half (1/2) of the premium cost for their respective medical and dental plans with the City. If job share employees opt out of the medical and dental coverage provided by the City, they will not be required to make this premium reimbursement.
   b. Not status quo. With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

D. Not Status Quo: With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

## 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.

11.2 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status on or before December 31st of the current year shall receive an additional two (2) personal furloughs per year.

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

12.1 Effective January 1, 20012, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2012 and 2013, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

12.1.1 The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows:

a) The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g. 2009, or 2010);

b) The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;

c) After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;

d) Intent: Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);

e) Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums. Use of resources from the RSF during either contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and

f) No decision by the Health Care Committee shall be permitted that modifies the established percentages established in c), above.

12.1 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

12.2 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 12.2 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 shall immediately thereafter negotiate over how said money shall be utilized.

12.2.1 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 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 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 2004, 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.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

## 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.

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.

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.

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

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.

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 follow the procedures set forth in Section 13.14 to the greatest degree

feasible. Any exceptions to the procedures set forth in Section 13.14 shall be case-by-case, based upon exceptional circumstances.

13.14 (a) On November 1st of each year all employees will submit vacation requests by written request for the following year. Requests will be submitted to the Operations Lieutenant and under normal conditions will be returned to the employee approved or disapproved by December 1st of the same year for the following year. Each written request will consist of the following and be completed by the Operations Lieutenant in the following order.

Step 1
Supervisor requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the first quarter of the following year will be considered first by written request.

Step 2.
All other requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the first quarter of the following year will be considered by written request. CDs, DIIIs vacation requests will be approved under the Rule of Two (2) unless doing so creates a furlough mandatory assignment.

Step 3
Supervisor requests of five or more days of paid leave and/or furlough time for the first quarter of the following year will be considered by written request.

Step 4.
Requests for time off, regardless of the length of time for the first quarter of the following year, will be addressed next by written request.

Step 5
Supervisor requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the 2nd through the 4th quarter of the following year, with the exception of requests that include the Christmas Holiday, will be considered first by written request.

Step 6.
All other requests of at least ten (10) consecutive days or more of paid leave and/or furlough time for the 2nd through 4th quarter of the following year will be considered next by written request. CD, DIII vacation requests will be approved under the Rule of 2 unless doing so creates a furlough mandatory assignment.

Step 7

Supervisor requests of five or more days of paid leave and/or furlough time for the 2nd through 4th quarter of the following year will be considered by written request.

Step 8.
Requests for time off, regardless of length of time for the 2nd through 4th quarter of the following year will be considered next by written request.

Each step will start with the employee with the greatest section seniority and will continue through descending seniority.

Definition of Rule of Two (2): As a subset of the Rule of Three (3) (as detailed in Section 13.18), the Rule of Two (2) applies to Dispatcher IIIs, CDs, and Supervisors. The Rule of 2 provides that a combination of at least two (2) employees per shift will be allowed to use discretionary time on days when minimum staffing is met unless it results in a mandatory furlough assignment.

Additional guidelines which apply:

(1) A minimum of ten (10) consecutive calendar days constitutes a ten (10) day vacation. 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 April-December periods received after the 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.

(6) Under normal circumstances vacation requests will be processed based on the employee's written request. If the employee would like in-person contact they must request such contact in writing. Absent a request for in-person contact the administration will contact the employee via e-mail, telephone, or in person.

(7) The Operations Lieutenant will contact employees in person if any day of their ten (10) or more days of vacation is not available for the 2nd through the 4th quarter so the employee can make another selection of an available date. Prior to the vacation request submission process, the administration will solicit contact information from all employees, which employees shall furnish one or more ways that they can be contacted, if necessary, during the vacation selection process. Employees are required to respond to the administration's notification, which utilizes the contact information supplied by the employee, within 24 hours of the administration's attempt to contact them. Failure to respond within 24 hours will result in the employee forgoing their seniority-based pick.

(8) All approved vacation will be properly notated on the front and back of the watch boards regardless of when the time off was approved. All time off notations will include the date of the request, the date authorized and the initials of the Supervisor who approved the request.

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.

(3) In the event a shift becomes unavailable for discretionary time-off due to minimum staffing, the administration shall maintain a wait list of no more than three employees who have requested that shift off.

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. CD, DIII, and Supervisor vacation requests will be approved under the Rule of 2 unless doing so creates a furlough mandatory assignment.

13.17 Shift Selection, definitions, procedures, shift trades and other issues.

A. Definitions

1. "Seniority" refers to tenure achieved based upon the length of civilian service of a Guild member in the Communications Section as provided by sections 19.6 and 19.7 of the collective bargaining agreement between the Guild and the City.

2. "Classification" refers to the job titles of Dispatcher I, II, III and Chief Dispatcher.

3. "Vacancy" refers to an authorized position or pocket number, which is not currently filled by an employee.

4. "Director" refers to the commander of the Communications Section or his/her designee.

5. "Primary trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of 911 call taker training.

6. "Radio trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of radio dispatch training.

7. "Medically directed shift exemption" refers to a waiver granted an employee who is temporarily unable to work the hours of their assigned shift because of a temporary medical condition. An employee granted this waiver will be reassigned to a shift the hours of

which meets their needs as prescribed by the documentation submitted by their attending physician to the Seattle Police Human Resource Section. All medically directed shift exemption requests will be reviewed by the Seattle Police Human Resources Section prior to implementation by the Communications Director.

8. "Prolonged absence" refers to an extended absence on a shift created by an employee(s) taking sick leave, military leave, Family Medical Leave, leave for an industrial injury, unpaid leave of absence or on a medically directed shift exemption.

9. "Subject to a reasonable extension by the Department" refers to unanticipated delays in the process in contacting employees or a police "unusual occurrence" outside the control of the police department. Delays because of other administrative issues including but not limited to promotion of an employee participating in shift selection, separations in service or transfers are not permitted.

B. Procedures

1. On September 1st of each year, the Operations Lieutenant will begin the shift selection process for the upcoming year for all bargaining unit classifications. This process will be completed by September 30th, subject to a reasonable extension at the request of the Department.

2. The shift selection process will be conducted in four (4) separate rounds. During the first round, the most senior dispatcher in each classification will select one shift, on one quarter, for the upcoming year, then each dispatcher in their respective classifications will, by descending seniority, make one selection for that round from_the remaining shifts and quarters. This process will be repeated for the 2nd, 3rd, and 4th rounds, at which time all the positions for each classification will be filled. Personnel on leave during this time will be contacted in order of seniority for each round by the Operations Lieutenant.

3. Vacancies existing at the onset of the selection process will be given pre-assigned round selections by the Operations Lieutenant for the upcoming year (ie. Q1, 2nd watch pick 1, Q2, 3rd watch pick 2, Q3 3rd watch pick 3). In selecting these shifts for the vacant positions, the Operations Lieutenant will balance the needs of the Section (training, skill & experience levels, etc.) with the desires of the active employees.

4. The following special considerations will apply to Dispatcher I's during the shift selection process:

a. Only primary trained Dispatcher I's may select 1st Watch, 4th Watch and 5th Watch. Therefore, based on when their primary training is expected to be completed, the Operations Lieutenantwill determine in which quarter non-primary trained Dispatcher I's may begin selecting 1st, 4th, or 5th Watches. In addition, the Director reserves the right to assign all non-primary trained dispatchers to whichever watch necessary to equalize those numbers on the 2nd and 3rd Watches. Individual preferences will be considered when making these assignments. To clarify: for example, if a new dispatcher will not be primary trained until the end of the 2nd Quarter, the Operations Lieutenantwill select the shifts to be assigned for the first two quarters (their first and second round picks), and the new dispatcher will be allowed to select by their seniority in the 3rd and 4th quarters (during the third and fourth rounds).

b. While specific positions for radio trained Dispatcher I's will not be designated on each watch, the Director reserves the right to make any assignment adjustments necessary to provide radio trained Dispatcher I's with adequate training time on radio and to maintain a reasonable balance of skill on each watch.

5. Employees promoted during the shift selection process will begin their selections from the current round forward from the date of promotion. The promoted employee will be assigned shifts to vacancies using the pre-assigned round selections by the Operations Lieutenant (Per section 13.17 B(3)).
6. All employees will go through the shift selection process under the terms of the collective bargaining agreement including those employees who may be scheduled to separate from service at some point after the shift selection process has begun or has been completed.

C. Shift Trades

1. On October 1st or after the shift selection process has been completed, the Operations Lieutenantwill post a draft of the shift assignments for the upcoming year. At this time, anyone interested in a trade of shifts must submit a memo to the Operations Lieutenant, stating the quarter and shift they were assigned and the shift they would like to have for that quarter should it become available. Trades among Dispatcher I's must be between persons of equal skill levels unless otherwise approved by the Director. All requests for shift trades will be posted on a list in the Operations Lieutenantoffice by quarter, shift, classification and_Section seniority. These initial requests for shift trades must be submitted within 10 days after the draft of the shift assignments has been posted. Trades that can be made will be completed and the final shift assignment schedule for the upcoming year will be posted.

Thereafter, any additional trade requests submitted will be posted on the same list, in order of receipt, without regard to seniority.

2. Mirror Image Trade Exception: In addition to the above trade procedure, trades between dispatchers of equal skill levels may be made for the same shifts for different quarters. Such trades must be requested by memo to the Operations Lieutenanteither immediately after the draft of the shift assignment schedule is posted or anytime during the year.

Example: Draft shift assignment schedule

| | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr |
|---|---|---|---|---|
| Dispatcher A | 2nd Watch | 3rd Watch | 3rd Watch | 1st Watch |
| Dispatcher B | 1st Watch | 3rd Watch | 4th Watch | 2nd Watch |

Dispatchers A and B, under this section may request to trade their 1st and 2nd Watches during the 1st and 4th quarters. This type of trade or exchange would be allowed outside the regular trade process since neither dispatcher gains any new watches or preference advantage, but only the ability to trade with certain fellow dispatchers between quarters.

3. All shift trades must be approved by the Director prior to implementation.

4. Once shift trades have been completed and prior to vacation requests being submitted on November 1st, the Operations Lieutenantwill assign furlough pay backs and furlough lines for the following year. Employees have until November 15th to request discretionary time for furlough pay backs.

D. Other Issues

1. Whenever a promotion is made to the Dispatcher II, III, or Chief Dispatcher classification, the newly promoted employee will assume the shift schedule of the person they are replacing, provided:

   a. When a promotion occurs within a quarter, the promoted employee will fill the vacated position's shift assignment for the remainder of that quarter.

   b. If the promotion occurs in the 4th quarter the promoted employee can freeze two (2) quarters of their choice during the new year.

   c. If two (2) or three (3) full quarters are left in the year, the promoted employee can freeze one (1) quarter of their choice.

d. If only one (1) full quarter is left in the year, the promoted employee will fill the vacated position's shift assignment.

e. Any quarters not frozen by the promoted employee under sections (b) or (c) are available to current employees within those classifications, provided they have a trade request on record prior to the effective date of the promotion and are senior to the newly promoted employee and/or any others desiring the shift(s) in question. This "bumping" procedure is separate from the trade procedure previously listed under C. Shift Trades.

2. Whenever unanticipated vacancies, including prolonged absences, occur on any watch, overtime or promotion will be used to fulfill staffing needs. Provided, when vacancies/absences within a classification (Dispatcher I, II or Dispatcher III/Chief Dispatcher classifications combined) on a shift exceed one (1), the Director may transfer employees to correct the shortage within the respective classification. To clarify: For example, a shift could have vacant Dispatcher I, II and III (or CD) positions; a total of three (3) vacancies. These vacancies would not cause an involuntary transfer of personnel. However, if a second Dispatcher II vacancy occurred, the Director could involuntarily transfer a Dispatcher II from another shift to fill this second vacancy. In a like application, if a second Dispatcher III vacancy occurred, the Director could involuntarily transfer a Dispatcher III from another shift to fill the second vacancy.

   a. To correct staffing shortages beyond the above thresholds, the Director will first seek volunteers to transfer to the shift in question.

   b. If involuntary transfers become necessary, those selected for involuntary transfer will be the least senior employees in the required classification who have not worked and are not scheduled to work the shift in question during the calendar year. In the event that all eligible employees have worked or are scheduled to work the shift in question, the least senior of the group will be assigned a second assignment on the shift. In similar applications, if all had worked or were scheduled to work the shift twice or three times, then the least senior of the group would be assigned a third or fourth tour on the shift.

   c. Prior to implementation, the Director will notify the Guild in writing of the reasons for involuntary transfers and the names of the employees affected.

3. For employees who use a medically directed shift exemption:
   During the four quarters following the expiration of the exemption, the Director will reassign the employee to the shift they were originally

exempted from up to the amount of time the exemption was active, provided: the reassignment will be used to (1) fill a vacancy/absence or (2) facilitate a shift trade request made pursuant to section C.1 above. If neither of these conditions apply, the employee will not be reassigned.

4 Any circumstance that may occur regarding mandatory topics related to shift selection, shift assignment and/or trading of shifts which is not specifically covered by this agreement will cause bargaining to commence to determine the proper action to be taken to remedy the situation.

5 Employees may request to transfer into a vacancy on their own shift for the purpose of changing furlough lines for any given quarter at the discretion of the Director of Communications. All requests will be made after the annual vacation selection process has been completed for the following year. If additional requests are submitted throughout the year they will be considered after the initial requests. Section seniority will be used for identical requests.

13.18 The rule of three allows a combination of at least three employees per shift to use discretionary time on any available day. The rule of 3 will be granted with at least 60 hours notice even if it will create mandatory overtime. The rule of three will be granted with any prior notice if it will not require a mandatory overtime assignment.

1. Discretionary time taken during furlough paybacks described in 10.1 will not count toward the rule of 3 threshold.

2. Available days do not include July 4th, Seafair Torchlight Parade, Halloween (when Halloween falls on Friday – Sunday) and New Year's Eve during the hours of 1500-0300 hours on each of these days, which are considered "no-days."

3. The Director has the discretion to grant time off for exceptional circumstances on "no days" on a case by case basis.

4. The rule of three applies to Chief Dispatchers and Dispatcher 3's unless doing so creates overtime at the Chief Dispatcher or Dispatcher 3 level.

13.19 Dispatcher II's trained as Dispatcher III's, Dispatcher III's, Chief Dispatchers and Supervisors may be granted time off for any shift where minimum staffing is met when they are able to secure a volunteer of appropriate classification to work their shift. The employee who volunteers to cover a shift under this provision shall be responsible for the shift as if they were originally assigned to such shift. The agreement to cover the shift must be tentatively approved by the appropriate shift supervisor, with final approval by Communications

Center management or designee. An employee's failure to fulfill their obligations under the shift trade may result in discipline. Each employee covered by the provisions on this section may utilize this option for no more than thirty-two (32) hours per calendar quarter.

13.20 More than three employees per shift may be granted discretionary time off, if doing so does not place the shift below the minimum staffing level. When calculating the minimum staffing level for this purpose, only regularly assigned shift personnel are counted. If Supervisors use overtime to staff the shift one over the minimum staffing level, additional discretionary time off (beyond the rule of 3) should not be granted.

## 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. The City agrees to abide by Ordinance 123698, as amended, which in incorporated herein by reference.

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Effective upon signing, employees covered by this Agreement shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, as designated by the Guild on an annual basis, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents at the following rates:

A. Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
B. Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
C. Accumulated sick leave hours above 800 shall be cashed out at 75%.

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.

14.1.6 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.

- 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. However, if it is physically impossible to give the required notice on the first day, notice shall be provided 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 (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.

14.3 Emergency Leave – One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee.

## 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid 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, vacation, or other paid 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.

15.2 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 RCW.

## ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

## 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.

## 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.

18.5 The parties to this agreement recognize the value to both the Guild and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective July 11, 2001, employees who participate in bargaining as part of the Guild's bargaining team during the respective employee's work hours shall remain on paid status, without the Guild having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Guild's bargaining team other than actual negotiations shall not be applicable to this provision.

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.

C. If the Guild includes more than two (2) employees per negotiations session as members of the Guild's bargaining team during the respective employee's work hours or the aggregate of one hundred fifty (150) hours is exceeded, the Guild shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

This provision shall automatically become null and void with the expiration of the collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

## ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

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

(1) 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

(2) 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 Personnel files: Employees covered by this Agreement shall have access to their personnel files, including any and all records filed in the employment, and supervisor file components, their medical file and training file. Employees may examine these files in the presence of a supervisor or Human Resources representative. Background investigation information is not accessible to the employee. Materials placed into any of the employee's files relating to job performance or personal conduct shall be brought to his/her attention. An employee may request a copy of any document in his or her personnel file. Employees who challenge material included in their Personnel file are permitted to have material inserted relating to the challenge through the Director of Police Personnel. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and this provision, including allowing employee access to such files. However, internal investigations files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations, and the provisions of Section 19.3.7 of this Agreement.

The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. Consistent, with applicable law, the City shall make reasonable efforts to restrict the use of information in the files other than the name, payroll title, unit of assignment, rate of pay, and date of hire to internal use by the City. In

addition, consistent with applicable law the City shall not release such information outside the City without reasonable advance notice to, or a waiver signed by, the subject employee, unless providing such notice or obtaining a waiver is impractical.

19.2.1 The City will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least seventy-two (72) hours notice before releasing any requested documents and will allow the employee and the Guild an opportunity to legally object to unwarranted disclosures.

19.2.1.1 Written reprimands and written oral reprimands may be purged from an employee's file following two (2) years from the date of issuance upon written request of the employee and in the discretion of the Chief of Police or designee.

19.3 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause.

19.3.1 Except in criminal investigations or where notification would jeopardize the investigation (the most common example being ongoing acts of misconduct), the Investigations Section of the Office of Professional Accountability shall notify the named employee of the receipt of a complaint, including the basic details of the complaint, within five (5) days after receipt of the complaint by OPA-IS. The Department shall furnish the employee and the Guild with a classification report no later than thirty (30) days after receipt of the complaint by the OPA or by a Department supervisor. The classification report shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA-IS investigation or line investigation). No employee may be interviewed until the employee has been provided the classification report.

19.3.2 The employee under investigation must, at the time of the interview, be informed of the person conducting the investigation.

19.3.3 The interview of an employee shall be at a reasonable hour before, during, or after the employee's shift, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. At least five calendar days

and no more than thirty days prior to the interview, the Department shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

19.3.4 All interviews shall be recorded and transcribed unless the employee objects. Interviews that are not recorded for transcription by IS shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription. If the interview is recorded by the Department, the employee and/or the Guild shall have the right to make an independent recording of the interview, a copy of which shall be made available to the Department upon request. The Department shall provide the Guild a copy of the transcript of the recording made by IS at no cost within ten days after completion of the interview.

19.3.5 The employee will be required to answer any and all questions involving matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge the receipt of the following:

*" I wish to advise you that you are being questioned as part of an official investigation of the Seattle Police Department. You will be asked questions specifically directed and narrowly related to the performance of your duties or fitness for office. Pursuant to the Constitution of the United States and the State of Washington, you have the right not to be compelled to incriminate yourself and to have an attorney of your choice during questioning. I further wish to advise you that if you refuse to answer questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges. You should understand that you are being ordered to answer my questions."*

19.3.6 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.

19.3.7 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.

19.3.8 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.

19.3.9 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview. No promises or rewards shall be made to the said employee as an inducement to answer questions.

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

If the Department cannot immediately identify the employee who is the subject of the complaint, the Department will provide the required notifications to the Guild. Once the Department identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the one-hundred eighty (180) day time limit provided in this section shall be temporarily held in abeyance if 60 days have elapsed without identification of the employee. The one-hundred eighty (180) day time limit will continue from the point where it was held in abeyance (i.e., at Day 61) when the Department identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint, and will be notified contemporaneously whenever the Department subsequently is able to identify the employee.

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

19.3.11 All interviews shall be limited in scope in activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview, or relates to the credibility of any witness.

19.3.12 No employee shall be requested or required to submit to a polygraph test or to answer questions for which the employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination. Nor shall this employee be dismissed for or shall any other penalty be imposed upon the employee solely for failure to submit to a polygraph test or to answer questions for which the employee might otherwise invoke the protection of any constitutional amendment against self-incrimination; and provided further that this provision shall not apply to either the initial application for employment or to employees who are seeking promotion.

19.3.13 One of the following findings 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; 5) Supervisory Intervention – while there may have been a violation of policy, it was not a willful violation, and /or the violation did not amount to misconduct; the employee's chain of command is to provide appropriate training, counseling and/or to review for deficient policies or inadequacies; 6) Administratively Unfounded/Exonerated – a discretionary finding which may be made prior to the completion that the complaint was determined to be significantly flawed procedurally or legally; or without merit, i.e., complaint is false or subject recants allegations, preliminary investigation reveals mistaken/wrongful employee identification, etc. or the employee's actions were found to be justified, lawful and proper and according to training; 7) Administratively Inactivated – the investigation cannot proceed forward, usually due to insufficient information or the pendency of other investigations; the investigation may be reactivated upon the discovery of new, substantive information or evidence; inactivated cases will be included in statistics but may not be summarized in this report if publication may jeopardize a

subsequent investigation. The employer has the right to change the definitions of findings and such changes will be applicable to this contract.

19.3.14 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date.

B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.

C. All due process hearings shall be held by the Chief of Police or designee.

D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at due process hearings may include: The Chief of Police or designee, an Assistant or Deputy Chief, OPA Director, the Police Department's Human Resources Director or designee and Legal Advisor may be present at the hearing.

E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.

F. Unless further investigation is deemed necessary, the Chief or designee as identified in Subsection C shall make the final decision as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing.

19.3.15 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.

19.3.16 Fit for Duty Examinations

(A) The City retains the right to require employees to submit to fitness examinations where there exists good cause to believe an employee is unfit for duty. Any relevant medical history of the employee which the examining professional requires to conduct the medical examination shall be released by the employee only to the examining professional.

(B) The examining professional shall issue a written report to the City, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty.

(C) If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the City will provide the examining professional with documents which were utilized by the City's examining professional.

(D) The City will undertake to have the City's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

(E) Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the City shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee.

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 an employee within the Seattle Police Dispatchers' Guild bargaining unit transfers to a position outside the bargaining unit or separates from City service and within the next four (4) years is rehired or transferred into the same classification and level to which he/she was assigned at the date of the transfer or separation, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original transfer or separation, or at the top step of the salary range if

he/she is brought back at a lower level. Provided, that the employee shall be placed at a higher salary step if so determined by application of the Personnel Rules. Such previous time worked in the bargaining unit shall be included for the purpose of determining section seniority. The Chief of Police will grant vacation accrual rates in accordance with a rehired employee's past City service time.

1. If a former member of the bargaining unit, who was a Dispatcher II or higher or previously on a Dispatcher II promotional list, is transferred or rehired into a Dispatcher I position, and his/her absence is six (6) months or less,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination.
2. his/her absence is more than six (6) months,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list after one (1) month of solo radio work; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination if one (1) month of solo radio work is completed prior to the examination.
3. he/she is promoted to Dispatcher II on or after January 1, 1998, then effective January 1, 1999 or upon the date of promotion, whichever is later:
   a) he/she will be placed at the same salary step occupied prior to his/her transfer or separation, if he/she was a Dispatcher II; or
   b) he/she will be placed at the top Dispatcher II salary step, if he/she was a Dispatcher III or Chief Dispatcher.

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 - Upon the move to the new West Precinct, bargaining unit members will be allowed to smoke in a designated outdoor, covered, secure area.

19.9 Parking - Bargaining unit members are permitted to park, free of charge, in spaces provided on the rooftop of the Library of the Blind at the West Precinct, subject to the following terms and conditions:

A. Parking will be available only for employees who are on-duty or on work-related business at the Communications Center.

B. Employees who are not on-duty, but who are engaged in work-related business at the Communications Center shall be entitled to park for up to two hours.

C. The Department will adopt enforcement mechanisms that may include fines and/or the revocation of parking privileges. Such enforcement mechanisms will not constitute employee discipline.

19.10 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 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.

19.11 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.

19.12 Ethics and Elections Commission - Nothing contained in this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics: including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.13 Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

19.14 Alternative Dispute Resolution (ADR) – The City and the Guild encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution processes to resolve non-contractual workplace conflicts/disputes. Participation in an ADR process is voluntary.

19.15 Training/Performance Management Record (TMR/PMR): A training management record is a counseling document given to employees for isolated policy deviations or performance deficiencies. A TMR shall have no impact on an employee's annual evaluation. A performance management record (PMR) is used for repeated performance deficiencies, repeated policy violations or a significant policy violation. Once an employee has received two (2) PMR's for the same issue any further PMR's will be administered by the Operations Lieutenant. PMR's are removed from an employee's supervisor file after eighteen (18) months or at the time of their next annual performance evaluation, whichever occurs first.

19.16 Notice of all proposed changes to mandatory subjects of bargaining will be provided in writing to the Guild.

## ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment to a position in the classified service.

Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of: (a) a subsequent, regular appointment from one classification to a different classification in which the employee has not successfully completed a probationary or trial service period; or (b) rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

20.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

20.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working

days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

A. An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

20.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. Prior to expiration of the twelve (12) month trial service period, and subject to approval by the Personnel Director, an employee's trial service period may be extended up to three (3) additional months by written, mutual agreement between the department, the employee and the bargaining unit.

C. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which they were appointed.

D. Where no such vacancy exists, an employee shall be given written notice fifteen (15) calendar days prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll. There name shall remain on the list for one (1) year.

E. Employees who have been reverted or placed on a Reversion Recall List during the trial service period shall not have the right to appeal either action.

F. If a vacancy is to be filled in a department and a valid Reversion Recall List for that classification exists, eligible employees for that classification and from that department shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

G. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

H. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

20.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 21.

# ARTICLE 21 – LAYOFF

21.1 In the event of layoff, affected bargaining unit members will be laid off in accordance with the Personnel Rules of the City, except as described in this Article.

21.2 The least-senior regular employee in the Police Communications Analyst or the Systems Analyst class in the Communications Section who is laid off or is displaced pursuant to the immediately preceding paragraph may displace the employee having the least seniority in a class of the Police Communications Dispatcher ("Dispatcher") class series when (1) the displacing employee has had prior service as a regular or probationary employee in such class, and (2) the employee to be sequentially displaced has less service in the class than the displacing employee.

21.3 The above provisions for employee transfers to avoid layoff from the Police Communications Analyst or the Systems Analyst class in the Communications Section shall be subject to the following limitations:

A. No regular employee in the Police Communications Analyst or the Systems Analyst class, in order to avoid layoff, shall displace another employee, including employees in the Dispatcher class series, unless the displacing employee possesses the skills necessary to perform the duties of the position held by the employee to be displaced.

B. Upon written showing by the appointing authority and approval of the Personnel Director that the displacing employee does not possess the skills required to perform the duties of the position held by the least senior employee in the highest class of the Dispatcher class series in which the displacing employee has prior service, the Personnel Director may authorize the displacing employee to displace:

(1) The next least senior employee, continuing in sequential order as necessary until the position held by a less senior employee is reached where the Director determines that the displacing employee has the required skills to immediately perform the duties of the position; or in the event no such position is found:

(2) The least senior employee in a lower class of the Dispatcher class series, where the Personnel Director determines that the displacing employee has the required skills to immediately perform the duties of the position.

C. Employees in the Police Communications Analyst or the Systems Analyst classes in the Communications Section shall not accrue service credit for layoff purposes in the Dispatcher class series, except in the event of

subsequent layoff from a position in the Dispatcher class series, as provided by Personnel Rule 6.2.100.

21.4 Nothing in this Article shall be construed as recognizing the Police Communications Analyst and the Systems Analyst in the Communications Section as being part of the Dispatcher class series.

## ARTICLE 22 - SAVINGS CLAUSE

22.1 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.

22.2 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.

## ARTICLE 23 - ENTIRE AGREEMENT

23.1 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.

23.2 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.

## ARTICLE 24 - SUBORDINATION OF AGREEMENT

24.1 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.

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall become effective upon signing by both parties, for a term commencing on January 1, 2012 and shall remain in effect through December 31, 2013. 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, 2013. 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.

25.1.1 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.

25.2 Either party may reopen this Agreement for the purpose of negotiating–a sick leave incentive program.

Either party may reopen this Agreement for the purpose of negotiating newly hired Dispatcher I's being successfully trained as radio dispatchers as a condition of employment.

Executed this 16th day of October, 2013.

SEATTLE POLICE DISPATCHERS' GUILD

Scott Best
President

Vice President

CITY OF SEATTLE
Executed under authority
of Ordinance 124318

Mayor

# APPENDIX A

A.1 Effective January 4, 2012, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|
| Police Communications Dispatcher I | 22.75 | 23.62 | 24.45 | 25.43 | 26.41 |
| Police Communications Dispatcher II | 26.41 | 27.44 | 28.53 | 29.58 | 30.73 |
| Police Communications Dispatcher III | 29.58 | 30.73 | 31.93 | 33.18 | 34.51 |
| Chief Police Communications Dispatcher | 32.53 | 33.81 | 35.23 | 36.55 | 37.88 |
| Police Communications Dispatcher Supervisor | 34.51 | 35.88 | 37.21 | 38.64 | 40.16 |
| Police Communications Analyst | 31.68 | 32.93 | 34.26 | 35.50 | 36.90 |

A.1.1 Effective January 2, 2013 the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|
| Police Communications Dispatcher I | 23.50 | 24.40 | 25.26 | 26.27 | 27.28 |
| Police Communications Dispatcher II | 27.28 | 28.35 | 29.47 | 30.56 | 31.74 |
| Police Communications Dispatcher III | 30.56 | 31.74 | 32.98 | 34.27 | 35.65 |
| Chief Police Communications Dispatcher | 33.60 | 34.93 | 36.39 | 37.76 | 39.13 |
| Police Communications Dispatcher Supervisor | 35.65 | 37.06 | 38.44 | 39.92 | 41.49 |
| Police Communications Analyst | 32.73 | 34.02 | 35.39 | 36.67 | 38.12 |

A.2 Police Communications Dispatcher I's and 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 signature of this collective bargaining agreement, a shift differential of ($.65) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:00 p.m. and 11:00 p.m. A shift differential of ($.90) 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 11:00 p.m. and 7:00 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 above-referenced hours, in which case it will be paid for all hours of overtime work for that shift.

## APPENDIX B

B.1 VEBA. Beginning in the 2008 year of the agreement, any ratified collective bargaining agreement that contractually requires the placement of all employee sick leave cash-out resources at retirement into a **VEBA** account for use by the respective employee for post-retirement health care costs as allowed under the IRS regulations associated with such accounts will include an increase in the cash-out value of sick leave at retirement from twenty-five percent (25%) to thirty-five percent (35%). In addition to the cash-out of sick leave at retirement as provided herein, on an annual basis during the month of January, commencing in January of 2006, any active employee who would have a sick leave balance of at least 240 hours following the cash-out of accrued sick leave as described as follows may, by execution of the appropriate payroll authorization, cash out up to fifty percent (50%) of the unused sick leave allocation said employee accrued during the prior fiscal year at the cash-out value of thirty-five percent (35%) for placement in said employee's **VEBA** account in accordance with and for the uses as provided by applicable IRS regulations associated with such accounts. For example, if a given employee had a sick leave balance of 288 hours on January 1, 2006, and said employee used two days of sick leave from January 1, 2005, through December 31, 2005, said employee could, by execution of the appropriate payroll authorization, cash out up to 40 hours of sick leave at a cash-out value of 35% for placement in the employee's **VEBA** account.

B.2 Supplemental Pension Plan. The City agrees to assess, on the basis of a specific proposal made by a Coalition Union either as part of the Coalition coordinated bargaining process or as part of the individual contract negotiations with a given Union, the acceptability to the City of a given supplemental pension proposal as a policy matter and respond promptly to the Union making such a proposal whether, and/or under what conditions, such a proposal would be acceptable.

B.3 Effective January 1, 2009, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass.

B.4 Eligible Family Member. The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

The expressed purpose for the proposed modification of said definition shall be to allow an employee to use sick leave because of an illness, injury, or health care appointment of an employee's sibling or adult child, or the sibling or adult child of an employee's spouse or domestic partner, in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider.

# APPENDIX C

SPD COMMUNICATIONS SECTION
Authorized Floor Strength and Staffing Minimums
**2009**

| AUTHORIZED FLOOR STRENGTH BY RANK AND WATCH | | | | | |
|---|---|---|---|---|---|
| **DAYS** | **WATCH** | **CD (6)** | **DISP. 3 (9)** | **DISP. 2 (38)** | **DISP. 1 (45)** |
| Mon-Sun | 1st | 2 | 3 | 11 | 7 |
| Mon-Sun | 2nd | 2 | 3 | 12 | 16 |
| Mon-Sun | 3rd | 2 | 3 | 11 | 14 |
| Mon-Sun | 4th | 0 | 0 | 3 | 2 |
| Mon-Sun | 5th | 0 | 0 | 1 | 3 |

| STAFFING MINIMUMS | | | | | |
|---|---|---|---|---|---|
| **HOURS** | **DAYS** | Jan - Mar **1ST QTR** | Apr - Jun **2ND QTR** | Jul - Sep **3RD QTR** | Oct - Dec **4TH QTR** |
| **0700-1100** | DAILY | 18 | 19 | 19 | 19 |
| | *Mon* | 20 | 20 | 20 | 20 |
| | *Sat* | 17 | 17 | 18 | 18 |
| | *Sun* | 16 | 16 | 17 | 17 |
| **1100-1500** | DAILY | 20 | 21 | 21 | 21 |
| | *Mon* | 21 | 21 | 21 | 21 |
| | *Sat* | 19 | 19 | 19 | 19 |
| | *Sun* | 17 | 17 | 18 | 18 |
| **1500-1900** | DAILY | 20 | 21 | 21 | 21 |
| | *Fri* | 20 | 21 | 21 | 21 |
| | *Sat* | 19 | 19 | 19 | 21 |
| | *Sun* | 18 | 18 | 19 | 20 |
| **1900-2300** | DAILY | 21 | 21 | 21 | 21 |
| | *Fri* | 21 | 21 | 21 | 21 |
| | *Sat* | 21 | 21 | 21 | 21 |
| | *Sun* | 18 | 18 | 19 | 19 |
| **2300-0300** | DAILY | 14 | 15 | 15 | 15 |
| | *Sat* | 15 | 15 | 16 | 16 |
| | *Sun* | 15 | 15 | 16 | 16 |
| **0300-0700** | DAILY | 11 | 12 | 12 | 12 |
| | *Sat* | 12 | 12 | 12 | 12 |
| | *Sun* | 12 | 12 | 12 | 12 |

APPENDIX D

# MEMORANDUM OF AGREEMENT
## by and between
## THE CITY OF SEATTLE
## and the
## SIGNATORY UNIONS

## LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement (hereinafter, "MOA"), describes the processes and time frames agreed to between the City and the signatory Unions governing the medical, dental and vision, life, long term disability, long term care and employee assistance program benefits for all benefits-eligible employees represented by Unions that are a party to this MOA, including the changes thereto and premiums established through the Labor-Management Health Care Committee (hereinafter "Committee") in accordance with the provisions contained herein.

### I. CONTRACTUAL PROVISIONS

Each Union that is a party to this MOA shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all benefits-eligible employees represented by said Union, including premiums and changes thereto, in accordance with the provisions of this MOA.

### II. DEFINITIONS

As utilized in this MOA, the term "total average plan cost of medical, dental and vision premiums" means the cost of premiums not diminished by funds from the Rate Stabilization Fund applied to reduce City and employee costs, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments and the respective monthly premiums paid by those employees to determine the total monthly medical premiums. Divide the resulting total by the total number of employees covered by this MOA to determine the average monthly plan medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental and vision plan premiums derived from these calculations, add to this total the monthly amount utilized if any from the Rate Stabilization Fund referenced in IV, below, to reduce City and employee costs, and multiply by twelve to determine the total average plan cost, as referenced in this section, and sections VII and VIII, below.

As utilized in this MOA, the term "average City cost of medical, dental and vision premiums" means the cost of premiums excluding resources from the Rate Stabilization Fund (hereinafter "Fund") and employee premium sharing, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments to determine the total monthly City medical premiums. Divide that total by the total number of employees covered by this MOA to determine the average monthly City medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly City medical, dental and vision plan premiums derived from these calculations and multiply by twelve to determine the average City cost, as referenced in this section, and sections VII and VIII, below.

## III REQUIRED CITY CONTRIBUTION

For each program year of January 1, through December 31, after 2005, the City shall pay up to one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums for the previous January 1, through December 31, period towards the projected, increased premium costs of employee medical, dental and vision programs that have been approved by the Committee.

If the total average plan cost for medical, dental and vision premiums for a program year of January 1, through December 31, after 2005, is projected by the Labor-Management Health Care Committee to exceed one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous January 1, through December 31, program year, the matter shall be addressed as provided in section VII.

If the total average plan cost for medical, dental and vision premiums for a program year is projected to be less than one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous program year, the City shall only be obligated to pay that percentage increase in the average City cost of medical, dental and vision premiums paid by the City for the previous program year that is required to cover the projected increased total average plan cost for medical, dental and vision premiums.

## IV. RATE STABILAZATION FUND

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other

Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the number of employees that are represented by the Unions that are a party to this MOA.

## V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

The Committee shall continue as previously established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this MOA, and six (6) voting representatives selected annually by the City. The Committee shall function as defined by the protocol and procedures previously established by the Committee or as hereinafter amended by the Committee.

## VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility for the following:

a. Reviewing quarterly reports of fund activity for the Fund provided for in section IV, above.
b. Reviewing medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants. The benefits consultant shall participate in these reviews on at least a quarterly basis.
c. Determining benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants, and may share employee feedback on benefit issues.
d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.
e. Authorizing expenditures from the Fund to pay the cost for mailings to Union members, costs for special research and/or study reports referenced in b and c, above, that exceed the Personnel Department budget and/or the contract terms with consultants, and related costs associated with educational activities intended to positively impact plan cost.

## VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

## VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

## IX. AMENDMENTS

This MOA may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

## X. DEFINITION OF THE TERM "AGREEMENT"

The definition of having reached an "agreement" as contemplated in sections VI, VII, VIII, and IX, above, shall mean that at least four (4) of the Labor members and four (4) of the City members of the Committee concur with the decision in question.

## XI. TERM OF AGREEMENT

This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year anniversary date of their intent to amend this MOA through the collective bargaining process or withdraw as a party to which the terms of this MOA are applicable . In the latter case, the MOA shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

Signed this 18th day of August, 2005.

**THE CITY OF SEATTLE**

David Bracilano
Acting Director of Labor Relations

Mark M. McDermott
Director of Personnel

**SIGNATORY UNIONS**

Scott Best, President
Seattle Police Dispatchers' Guild

George Duncalf, Business Representative
I.B.E.W., Local 46

Steve Bloom, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Brian Earl, President
G.C.I.U., Local 767-M

Dennis Conklin, Regional Director
Inlandboatmen's Union of the Pacific

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Bill Dennis, Staff Representative 2083 21, 21-P
W.S.C.C.C.E., Council 2 (Locals 2083 and
2083C, Locals 21 and 21P)

Bruce Heniken, Business Representative
I.U. Operating Engineers, Local 286

John L. Masterjohn, Business Manager
P.S.I.E., Local 1239

Natalie Kaminski, Union Representative
I.F.P.T.E., Local 17

David A. Grage, Secretary-Treasurer
Teamsters, Local 763

DALLAS BAKER, Director
Seattle Fire Fighters, Local 27

Boilermakers
Gary Powers, Business Representative
Boilermakers Union, Local 104

Wayne Thueringer, Business Representative
P.N.W.

Rick Sawyer, Secretary, Treasurer
H.E.R.E., Local 8

Beatrice Wells, President
Seattle Municipal Court Marshals' Guild
I.U.P.A., Local 600

John A. Williams
Teamsters Local Union No. 117

William Wickline, Business Representative
I.A.T.S.E., Local 15

Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32