

AGREEMENT

By and Between

THE CITY OF SEATTLE

and the

SEATTLE POLICE DISPATCHERS' GUILD

Effective through December 31, 2007

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By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE DISPATCHERS' GUILD

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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, 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.

4.3 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.

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 immediate supervisor 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 supervisor 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 from 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. The rates of pay referenced in A.1 are effective January 1, 2005.

### 9.1.1

A) Effective December 28, 2005, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) over the period from June 2004 through June 2005.

B) Effective December 27, 2006, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) over the period from June 2005 through June 2006.

9.1.2 For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

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.

9.1.5 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. 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:**

1 <sup>st</sup> Watch	2300-0700 hours
2 <sup>nd</sup> Watch	0700-1500 hours
3 <sup>rd</sup> Watch	1500-2300 hours
4 <sup>th</sup> Watch	1900-0300 hours
5 <sup>th</sup> Watch	1100-1900 hours

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.

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.

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

- (A) The Supervisor will first ask for volunteers for overtime.
- (B) If 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 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 one day in advance or less. 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. 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 fewest 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 of less in advance.

- A. If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with the above procedures will first assign mandatory overtime to employees on two (2) consecutive work shifts so they have two consecutive days of mandatory overtime, provided that this mandatory assignment shall not result in an employee working or being scheduled to work more than twelve (12) hours of overtime (voluntary or mandatory) during their work week. If there is still a need for additional employees, the supervisor will assign mandatory overtime to employees who have worked twelve (12) hours or more, but not more than sixteen (16) hours of overtime during their work week, provided that employees will not be assigned three (3) consecutive shifts of mandatory overtime. If there is still a need for additional employees, the supervisor will first call in employees from the shift the overtime is needed who are on regularly scheduled furloughs and then those employees

from the shift the overtime is needed who are on scheduled discretionary time 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.)

- (3) Any credits for mandatory overtime will expire one year after they are acquired.
- (4) 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.
- (5) 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) days in a row. 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. 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 4<sup>th</sup> 1500 hours to July 5<sup>th</sup> 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 acting as the trainer during secondary training, primary training, primary school, radio training, or radio school; 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.

10.6 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.

10.6.3 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

### 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 review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City and evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 50%.
2. A job-related oral interview conducted by a panel consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 45%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

C. A 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.

### 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 II positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

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. A job-related oral interview consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 25%.
5. The applicant's most recent performance appraisal. Graded weight 5%.

C. A 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.

#### 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 review of the following, which will be reviewed by the Director who will make the final decision.

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 45%
4. The applicant's most recent performance appraisal. Graded weight 5%.

C. A 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.

#### Systems Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the PCA in the Communications Section are eligible to apply for this position. The evaluation and selection of candidates for System Analyst positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City
2. A job-related oral interview
3. The applicant's performance appraisals and job performance evaluations

B. A 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.

#### 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 review of the following, which will be reviewed by the Director who will make the final decision.

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 70%.
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 25%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

B. A 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.

#### 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 sergeant 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.

#### 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, Administration Sergeant, 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.

#### 10.9 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. Two Dispatcher II 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 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 1<sup>st</sup> choice, the junior making the 2<sup>nd</sup> 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.

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. Overtime assignment will be in accord with the collective bargaining agreement between the City and the Guild. 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.

#### 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 follows:
  - 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.

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

12.1Effective January 1, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Willamette Dental Service 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 2005, 2006 and 2007, 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 For the 2005 contract term, employee premium sharing and the status of the Rate Stabilization Fund shall be maintained as determined by the Health Care Committee at the last meeting of the Committee in September, 2004. In addition, The City will pay the equivalent of \$1 million, annualized, for the following, enhanced benefits implemented in 2005, which shall become a part of the "base" for the future City's cost obligations. The specific benefit enhancements will be determined by HC2. Further, The parties agree that eleven thousand dollars (\$11,000) shall be utilized from the "Special" Rate Stabilization Fund (RSF) for the purpose of paying Aon Consulting to complete an analysis of the City's self-insured claims experience to identify potential Wellness and Disease Management Programs that would be best targeted to address the City's claims experience. Also, the parties commit to support Wellness and Disease Management Programs identified as a result of the Aon study for implementation in 2006, utilizing "Special" RSF through the Health Care Committee processes.

12.1.2 The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit 1 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. 2006 or 2007);
- 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.

12.1.3 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.

<u>COLUMN NO. 1</u> <u>ACCRUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
<u>Hours on</u> <u>Regular</u> <u>Pay Status</u>	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>	<u>Years of</u> <u>Service</u>	<u>Working Days</u> <u>Per Year</u>	<u>Working Hours</u> <u>Per Year</u>	<u>Maximum Hours</u>
0 through 08320.....	0460	0 through 4.....	12	(96)	192
08321 through 18720.....	0577	5 through 9.....	15	(120)	240
18721 through 29120.....	0615	10 through 14.....	16	(128)	256
29121 through 39520.....	0692	15 through 19.....	18	(144)	288
39521 through 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) Time off during the months of January, February, and March will be granted by section seniority based on written requests received prior to November 1st of the preceding year, for Steps 1 and 2, by the following procedure:

Step 1.

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

Step 2.

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

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

Step 1.

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

Step 2.

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

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

- (1) A minimum of ten (10) consecutive calendar days constitutes a Step 1 vacation period under sections (a) and (b). If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.

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

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

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

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

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

prevail and the re-assigned employee will drop to the "last choice" position.

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

#### 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 October 1<sup>st</sup> of each year, the Administrative Sergeant will begin the shift selection process for the upcoming year for all bargaining unit classifications. This process will be completed by October 31<sup>st</sup>, 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 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> 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 Administrative Sergeant.
3. Vacancies existing at the onset of the selection process will be given pre-assigned selections by the administrative sergeant for the upcoming year. In selecting these shifts for the vacant positions, the administrative sergeant 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 1<sup>st</sup> Watch, 4<sup>th</sup> Watch and 5<sup>th</sup> Watch. Therefore, based on when their primary training is expected to be completed, the Administrative Sergeant will determine in which quarter non-primary trained Dispatcher I's may begin selecting 1<sup>st</sup>, 4<sup>th</sup>, or 5<sup>th</sup> 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 2<sup>nd</sup> and 3<sup>rd</sup> 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 2<sup>nd</sup> Quarter, the Administrative Sergeant will 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 3<sup>rd</sup> and 4<sup>th</sup> 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.

### C. Shift Trades

1. After the shift selection process has been completed, the administrative sergeant will 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 administrative sergeant, 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 administrative sergeant's office 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 administrative sergeant either immediately after the draft of the shift assignment schedule is posted or anytime during the year.

Example: Draft shift assignment schedule

	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr
Dispatcher A	2 <sup>nd</sup> Watch	3 <sup>rd</sup> Watch	3 <sup>rd</sup> Watch	1 <sup>st</sup> Watch
Dispatcher B	1 <sup>st</sup> Watch	3 <sup>rd</sup> Watch	4 <sup>th</sup> Watch	2 <sup>nd</sup> Watch

Dispatchers A and B, under this section may request to trade their 1<sup>st</sup> and 2<sup>nd</sup> Watches during the 1<sup>st</sup> and 4<sup>th</sup> 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 the final shift assignment schedule has been posted, bargaining unit members will submit a memo for time off during the first quarter of the following year pursuant to SPDG Contract Section 13.14. The Administrative Sergeant will set a deadline date for receiving vacation requests that is at least ten (10) days after the final shift assignment schedule has been posted. Once the ten (10) day or longer vacations have been posted the Administration Sergeant will have bargaining unit members submit a memo for time off of any duration with a deadline of at least ten (10) days after the ten (10) day or longer vacations have been posted. All vacation requests will be posted no later than November 30<sup>th</sup> subject to a reasonable extension at the request of the Department.

#### 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 4<sup>th</sup> 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.

13.18 The rule of two allows a combination of at least two employees per shift to use discretionary time on any available day. The rule of 2 will be granted with at least 24 hours notice even if it will create mandatory overtime. The rule of two 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 2 threshold.
2. Available days do not include July 4<sup>th</sup>, 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 two applies to Chief Dispatchers and Dispatcher 3's unless doing so creates overtime at the Chief Dispatcher or Dispatcher 3 level.

13.19: Chief Dispatchers and Dispatcher 3's may schedule discretionary time off as long as the scheduling of time off does not create any mandatory overtime assignment for

SPDG employees. Discretionary time off may be scheduled five (5) days or less out after determining that there are sufficient personnel to staff the supervisor, CD, and relief positions using regularly assigned personnel or volunteer overtime assigned personnel. Each CD/D3 may utilize this option for no more than thirty-two (32) hours per calendar quarter. This will be a trial period from 10/1/05 to 9/30/06 at which time it will be re-evaluated.

## ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

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

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

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his/her retirement.

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

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

14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.1.6 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 - Eight (8) hours or portion thereof of sick leave per each calendar year may be taken off without loss of pay with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to the following situation, which necessitates immediate action on the part of the employee to stabilize the employee's household situation: An unforeseen emergency has occurred

with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence. Emergency leave may be taken in two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a calendar year.

## 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 Employees covered by this Agreement may examine their Section personnel and training files in the presence of a supervisor. Employees may examine their Department Personnel file in the presence of the Director of Police Personnel or his/her designee; however, background investigation information is not accessible to the employee. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their Department Personnel file are permitted to have material inserted relating to the challenge through the Director of Police Personnel. Employees who challenge material included in their Section personnel and training files are permitted to have material inserted relating to the challenge through the Director of Communications. 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 19.3.8 of this Agreement.

19.3 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that

particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Guild. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

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

In construing this Section, it is understood that:

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

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

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

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

and involuntary statement given by me in response to an order by (City Official) \_\_\_\_\_.”

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

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

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

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

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

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

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

19.3.10 With the exception of criminal investigations or where the employee fails to cooperate or is unavailable to participate in the investigation, complaint investigations will be determined by the City within one-hundred eighty (180) days after the initial employee notification of said complaint. Employees who are the subject of an investigation shall be promptly advised of the completion of the investigation, the finding and proposed discipline. No discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the employee has been notified of the complaint.

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.

## 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. Their 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 on January 1, 2005, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2007. 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, 2007. 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 22 day of NOVEMBER, 2005.

SEATTLE POLICE DISPATCHERS' GUILD

CITY OF SEATTLE  
Executed under authority  
of Ordinance 121888  
and Resolution 30813

Scott Best  
\_\_\_\_\_  
President

[Signature]  
\_\_\_\_\_  
Mayor

[Signature]  
\_\_\_\_\_  
Vice President

## APPENDIX A

A.1 Effective December 29, 2004, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Communications Dispatcher I	17.25	17.93	18.54	19.29	20.01
Police Communications Dispatcher II	20.01	20.81	21.63	22.43	23.30
Police Communications Dispatcher III	22.43	23.30	24.22	25.16	26.18
Chief Police Communications Dispatcher	24.67	25.66	26.73	27.72	28.73
Police Communications Analyst	25.16	26.18	27.21	28.22	29.32
Systems Analyst, Police	25.36	26.43	27.45	28.51	29.63

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 January 6, 1999, a shift differential of forty-nine cents (\$.49) 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 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 hours of 3:00 p.m. and 7:00 a.m., in which case it will be paid for all hours of overtime work for that shift.

## APPENDIX B

B.1 VEBA. Beginning in the 2006 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 Personal Holidays. If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in contribution levels is required, the parties to this tentative agreement shall, upon the written request to the City by the Unions that are a party to this agreement, enter into negotiations solely and exclusively with respect to the issue of whether and/or to what extent and/or in what manner the number of Personal Holidays available to employees shall be increased.

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.