

**MEMORANDUM OF UNDERSTANDING**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**Seattle Police Management Association**

WHEREAS, Ordinance 122943 authorized a collective bargaining agreement between the City of Seattle, hereinafter "City" and the Seattle Police Management Association, hereinafter the "Association" for the time period of January 1, 2009 through December 31, 2011; and

WHEREAS, A Memorandum of Agreement to resolve an Unfair Labor Practice (PERC #22950-U-10-05851) was executed on May 28, 2010, with regard to amending premium pays in Appendix A.6 of the collective bargaining agreement for specific Captain assignments and the implementation thereof; and

WHEREAS, the City and the Association have voluntarily entered into negotiations on wages, hours and working conditions and have come to the following agreement:

1) Term of Agreement

The Existing collective bargaining agreement between the City and the Association authorized under Ordinance 122943 shall be amended so that the duration of the collective bargaining agreement extends through December 31, 2013.

2) Amendment to the Existing Agreement

All wages, hours and working conditions shall continue as expressed in the collective bargaining agreement that commenced on January 1, 2009 and the subsequent Memorandum of Agreement executed on May 28, 2010, with the exception of the following items:

- A) Effective January 4, 2012, the wages of all classifications in Appendix A shall be increased by 3.7%.

B) Effective January 2, 2013, the wages of all classifications in Appendix A shall be increased by 2.7%.

3) Health Care Committee ("HC2")

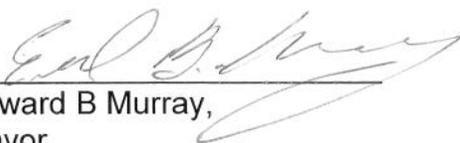
Consistent with the Healthcare Committee Memorandum of Agreement, HC2 will continue to address increases in the cost of healthcare by working together to evaluate and make changes to healthcare plans where appropriate.

SIGNED this 10<sup>th</sup> day of DECEMBER 2014.

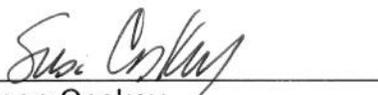
Executed under the Authority  
of Ordinance No. 124621

FOR THE CITY OF SEATTLE

FOR THE SEATTLE POLICE MANAGEMENT  
ASSOCIATION

  
Edward B Murray,  
Mayor

  
Eric Sano,  
President

  
Susan Coskey,  
SDHR Director

  
Michael Edwards  
Secretary

  
David Bracilano,  
Labor Relations Director

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 2009 through December 31, 2011

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT.....	1
ARTICLE 2 - UNION MEMBERSHIP AND DUES .....	2
ARTICLE 3 - EMPLOYMENT PRACTICES .....	4
ARTICLE 4 - SALARIES .....	12
ARTICLE 5 - HOLIDAYS .....	13
ARTICLE 6 - VACATIONS .....	15
ARTICLE 7 - PENSIONS .....	18
ARTICLE 8 - MEDICAL AND DENTAL COVERAGE .....	19
ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE .....	21
ARTICLE 10 - MANAGEMENT RIGHTS .....	25
ARTICLE 11 - WORK STOPPAGES .....	26
ARTICLE 12 - SUBORDINATION OF AGREEMENT .....	27
ARTICLE 13 - SAVINGS CLAUSE .....	28
ARTICLE 14 - ENTIRE AGREEMENT .....	29
ARTICLE 15 - GRIEVANCE PROCEDURE .....	30
ARTICLE 16 - POLICE OFFICERS' BILL OF RIGHTS .....	34
ARTICLE 17 - CONFERENCE BOARD .....	37
ARTICLE 18 - DURATION OF AGREEMENT .....	38
APPENDIX A - SALARIES .....	40
APPENDIX B - DISCIPLINARY, COMPLAINT HEARING, AND INTERNAL INVESTIGATION PROCEDURES .....	43
APPENDIX C - AUTHORIZATION AND ASSIGNMENT .....	55

## TABLE OF CONTENTS

APPENDIX D - MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF SEATTLE AND THE SIGNATORY UNIONS: LABOR-MANAGEMENT HEALTH CARE COMMITTEE .....	56
APPENDIX E - OPA REVIEW BOARD.....	61

AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATTLE  
AND  
SEATTLE POLICE MANAGEMENT ASSOCIATION

This Agreement is between the City of Seattle (hereinafter called the Employer or the City) and the Seattle Police Management Association (hereinafter called the Association) for the purpose of setting forth the wages, hours and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.
- 1.1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.
- 1.2 The elected President of the Association or his/her designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.
- 1.3 The President of the Association or his/her designated alternate shall be the liaison between the Association and the Seattle Police Department.
- 1.3.1 Upon sufficient notification the Employer shall grant the President of the Association or his/her designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) work days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

## ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 Each member of the bargaining unit shall be required as a condition of employment to maintain membership in good standing in the Association not later than 30 days after the individual becomes a member of the bargaining unit or 30 days after this contract is effective, whichever is later. For purposes of this Article, membership in good standing means the individual:
- A. is a fully paid, regular member of the Association; or
  - B. pays to the Association an amount equivalent to the dues and initiation fees uniformly required of regular members, without becoming a regular member of the Association.
  - C. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Association dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed-upon by the Association and the individual.

The individual opting to make such charitable contributions in lieu of paying dues and initiation fees to the Association, shall furnish contemporaneous written proof that such payments have been timely made in accord with the times when dues and initiation fees would otherwise be due the Association. If the individual and the Association do not reach agreement on the matter, the Public Employment Relations Commission shall designate the charitable organization.

If an individual fails to satisfy his/her obligations as described above, the individual shall be discharged from the bargaining unit upon the Employer's receipt of the Association's written demand for same, which demand the Employer shall immediately honor; provided, however, that prior to making such a demand for discharge, the Association must have made reasonable attempts to inform the subject individual (at her/his last address known to the Association) in writing of that individual's financial obligations described in this Article, and the Association must have given the individual seven (7) calendar days thereafter in which to perfect payment to the Association of all monies due per the Association's notice of delinquency to the individual. If the individual has not made all such required payments within the aforesaid seven (7) calendar days, the individual shall forthwith be discharged from employment in the bargaining unit upon the Association's written demand therefore and written representation to the City's Director of Labor Relations (with copies to the Chief of Police and to the individual) that full payment has not been made.

- 2.2 Neither party to this Agreement will discriminate for or against any unit personnel in terms and/or conditions of employment due to union activity except as provided above.
- 2.3 The Employer agrees to deduct from the paycheck of each unit member who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of regular members of the Association, or amounts contributed to a qualifying charity as described above. The amounts so deducted shall be transmitted twice each month to the Association on behalf of each individual authorizing such deductions, at intervals of approximately 15 calendar days. Authorization by the employee unit members for such automatic deduction shall be on a form approved by the parties hereto, substantially in accord with the form appended hereto as Appendix C, and may be revoked in futuro by an individual upon written request. The performance of the deductions described herein is recognized as a service to the Association performed by the Employer.
- 2.4 It is the responsibility of the Association to notify individuals of their options regarding financial obligations to the Association. The Association will administer the provisions of this Article in accord with its obligations under the law. Disputes concerning the amount of dues or fees, if any, due the Association, or the responsibility of the Association to the individuals covered by this Agreement, shall not be subject to the grievance and arbitration procedures of this Agreement. The Association agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article, which is not caused by the Employer's error.

## ARTICLE 3 - EMPLOYMENT PRACTICES

- 3.1 Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.
- 3.2 Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.
- 3.3 Overtime and Executive Leave.
- 3.3.1 Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half-hour meal period and therefore constitutes seven and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants shall receive additional compensation for work in excess of eight hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of eight (8) in a day, excluding meal periods.
- 3.3.2 Lieutenants working the four (4)/two (2) schedule shall receive nine hours' pay for their regularly scheduled nine-hour day, which includes a one-half-hour meal period and therefore constitutes eight and one-half (8-1/2) hours' worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.
- 3.3.3 The work period for Lieutenants shall be one hundred seventy-one (171) hours in a twenty-eight- (28) day work period. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of one hundred seventy-one (171) in a twenty-eight- (28) day work period. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 6/2 schedule.
- 3.3.4 Lieutenants who have worked overtime and are thereby eligible for overtime compensation will be allowed the choice of whether they will be a)

compensated by a cash payment at the rate of time and one-half; or b) compensated by receiving additional paid leave at the rate of time and one-half for all overtime hours worked up to forty or in excess of ninety in a payroll year. The Department Bureau Commanders will have sole discretion to decide that the form of compensation due to Lieutenants eligible for overtime for all overtime hours worked from forty through ninety in a payroll year shall be a cash payment rather than additional paid leave.

- 3.3.5 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1-1/2) rate in the form of either a cash payment or time off. A shift extension is defined as reporting for duty within two (2) hours preceding or within one (1) hour following a Lieutenant's regularly scheduled shift.
- 3.3.6 Management employees of the rank of Police Captain, and the Police Communications Director may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain and the Police Communications Director will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated. Each Captain and the Police Communications Director will have the option of cashing out a maximum of ten (10) hours of Executive Leave each calendar year; provided that the employee gives the Police Department notice by July 1 of each such year. Any such Executive Leave cashout will be paid on the first pay-date in August of that calendar year.
- 3.3.7 Employees promoted to the rank of Captain or assigned as Police Communications Director after January 1 of any calendar year shall, for the calendar year in which promoted or assigned, only be entitled to a prorated share of sixty-four (64) hours of Executive Leave time based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon such promotion or assignment.
- 3.3.8 Use of Executive Leave shall be accomplished in the same manner as vacation leave or in accordance with specific policies promulgated by the Seattle Police Department for use of Executive Leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted or else it will be lost.
- 3.4 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day,

or six (6) days one week, and four (4) days the following week, or any other variation specifically approved by the Employer on a case-by-case basis.

3.5 Standby

3.5.1 Standby time shall be defined as that period of time during which an employee is required to remain in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond. However, the issuance of a pager or similar device to an employee does not constitute placing the employee on standby, and no employee shall be restricted in his or her movement or activities by the issuance of the communicator.

3.5.2 Lieutenants shall not be assigned off-duty standby time.

3.6 Whenever an employee is assigned for a period of two consecutive weeks or more by the Employer via written directive to perform all of the duties and accept all of the responsibility of a higher-paid position normally filled by a superior police officer, who is temporarily absent due to illness, vacation, leave of absence, or travel on City business, he/she shall be paid at the first pay step of the higher-position while continuously performing the work of the higher paid position. Opportunities for temporary work out of class for vacancies due to vacation, illness, leave of absence or similar circumstances may, at the Employer's discretion, be made available to any qualified Department supervisor in the Lieutenant positions in Warrants, Personnel and Parking Enforcement.

3.7 No employee who successfully completes all of the mandatory requirements of firearms qualification with their Department issued or approved primary weapon shall be required to work without a firearm, except when reasonably deemed necessary by the Employer to be in the best interest of the City.

3.8 The Employer's firearms policies as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant, including all of the mandatory requirements of firearms qualification with a Department issued or approved primary weapon, shall also apply to employees covered by this Agreement.

3.9 Personnel Files. The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential to the extent permitted by law and shall restrict the use of information in the files to the extent permitted by law to internal use by the Employer or other police agencies, in the absence of a signed release from the subject employee; provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal.

- 3.10 In accordance with Ordinance 104526, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of, or on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.
- 3.11 The Employer's False Arrest Insurance program as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by this Agreement, and the same practice with respect to the use of in-house counsel for the tort defense of uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by this Agreement.
- 3.12 Sickness/Serious Injury in the Family. In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or his/her designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.
- 3.13 The City shall offer a group 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. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families, at the employees' sole expense.
- 3.14 The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.
- 3.15 Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the cents per mile mileage reimbursement rate adjusted annually, on January 15, to reflect the United States Internal Revenue Service audit rate then in effect for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.
- 3.16 Both the Department and SPMA have valid interests in the consequences of lieutenants acting as captains, and the consequences of sergeants acting as lieutenants. To that end, the Department reaffirms its intent to use only

one individual per acting lieutenant or acting captain position, except in circumstances which were not reasonably foreseeable.

A. When a sergeant is assigned to act as a lieutenant and the resulting acting time in any or all such assignments exceeds 180 calendar days within any 365-day period, the City agrees:

1. To pay SPMA a sum equal to the amount of Union dues a lieutenant would be obligated to pay SPMA for the time period in question, i.e., commencing from the start of the acting duty and until the acting duty concludes.
2. The City and SPMA will be obligated to negotiate in good faith over continuing that acting duty beyond 180 days and the effects thereof on SPMA's bargaining unit; both parties are obligated under this provision to advance only reasonable, good faith positions and both parties are obligated to consider the other party's positions in good faith and with an open mind.
3. If the City desires to extend an individual's acting lieutenant duty for greater than 180 calendar days, the City must so inform SPMA at least 60 days prior to the expiration of the 180-day limit. Upon such notice, the parties will be mutually obligated to promptly bargain in good faith to resolve any differences over the issue. In the event the parties have not signed and dated an agreement providing for an extension of the acting assignment within 30 days after such notice, the disagreement will automatically be advanced immediately to an expedited arbitration. Said arbitration will be conducted in a manner consistent with Paragraph C(1), below.
4. Upon promotion to a lieutenant position an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her consecutive time served in any acting assignments which immediately preceded the promotion.

"Consecutive time" which "immediately preceded" promotion as used in paragraph 4, immediately above, shall include all such consecutive time served and interrupted time served in any acting capacity within 365 days prior to promotion as long as any of that time was spent within 30 days of the date of the promotion.

5. Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the SPMA bargaining unit. The Department affirms its intent to use SPMA unit members to do such work to the extent possible. If an acting lieutenant is assigned to staff and/or to work a Special

Event and/or to an Unusual Occurrence on an overtime basis, a permanent rank lieutenant shall be given a meaningful assignment (for example, job shadow) to the same event for an equivalent number of overtime hours.

- B. When a lieutenant is assigned to act as a captain, the City agrees: Upon promotion to a captain position the individual promoted who was previously serving in an acting capacity will be given credit, for step placement purposes, for all his/her consecutive time served in any acting assignments which immediately preceded the promotion.

“Consecutive time” which “immediately preceded” promotion as used in the paragraph immediately above, shall include all such consecutive time served and interrupted time served in any acting capacity within 365 days prior to promotion as long as any of that time was spent within 30 days of the date of the promotion.

- C. These provisions are to be executed reasonably and in good faith by both parties with no attempt to make or alter acting assignments in order to defeat the benefits to employees agreed to herein, nor to defeat promotional opportunities or to otherwise fail to respect SPMA’s traditional body of work, nor to unreasonably interfere with the Department’s operations.

1. The following procedures shall govern arbitrations conducted regarding Article 3.16. Such arbitrations shall be held in front of an arbitrator among those five arbitrators whose names appear below or who are later substituted therefore by mutual agreement. Arbitrators from this list shall be selected rotationally, in alphabetical order; provided, however, that should an arbitrator not respond within seven calendar days of request affirming that he/she is available to hear the dispute within an additional 21 calendar days of the date of his/her response, then the next arbitrator on the list shall be requested. [In such a case any arbitrator on the list who was not timely available shall be deemed as having been “used” and he/she will not be requested again until the remaining arbitrators on the list have first been requested.] The Arbitrators who are listed below shall be informed prior to their placement on the list that all arbitral decisions under this section will be written and due within 21 calendar days from the date the case is heard, and that, if a final decision is not rendered within 30 calendar days of the close of the testimony, his/her fees and expenses will be reduced by 10% per week until the decision is published. Should no arbitrator on the agreed-upon list be able to hear the dispute within the 21-day period, the parties will use the arbitrator first available and will thereafter begin the rotation anew with the next arbitrator in alphabetical order. Should any such listed arbitrator refuse to serve under such conditions, the parties shall immediately

meet to fill in the list to five names. At any time while the list consists of less than five agreed-upon names, the list shall consist of the remainder of the agreed-upon arbitrators who have agreed to serve, and they will be asked to serve rotationally.

The arbitration will be final offer arbitration such that each party can advance to the arbitrator only the last proposal it had offered to the opposite party. There shall be no relevance or hearsay objections offered during the arbitration and each party will be given only 2.5 hours to present its entire case including any opening statement, but not including the time used in cross-examination. Should a party make a non-meritorious objection, the arbitrator in his/her discretion may deduct the time consumed by such objections from the objecting party's time allotment and/or may add such time to the opposing party's time allotment. Each party may have up to 1/4 hour for a closing statement in addition to the 2.5 hours described above. No briefs will be allowed and the written arbitrator's decision will be final and binding. The losing party will pay the arbitrator's fees and expenses. However, it will be within the arbitrator's power to apportion fees and or expenses as she/he sees fit in the event the arbitrator considers that appropriate.

The five (5) named arbitrators which the parties agree to use in disputes over out-of-class work/step placement are as follows:

Mike Cavanaugh  
Janet Gaunt  
Shelly Shapiro  
Sylvia Skratek  
John Swanson

- 3.17 Smoking Policy. All provisions of Ordinance #113836, pertaining to the Citywide smoking policy will be enforced as written.
- 3.18 Parking. For employees within the Association bargaining unit without assigned vehicles, the fees for employee parking at Department facilities will not exceed the fees charged to employees within the Seattle Police Officers' Guild bargaining unit for parking at the same facilities.
- 3.19 Labor-Management Leadership Committee. 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.

3.20 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.

## ARTICLE 4 - SALARIES

- 4.1 The Employer shall pay the salaries set forth in Appendix A of this Agreement.

## ARTICLE 5 - HOLIDAYS

- 5.1 Captains shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, for a total of ninety-six (96) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.
- 5.2 Lieutenants who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay. The dates of the holidays are set forth in parentheses.
- |                                    |  |
|------------------------------------|--|
| New Year's Day                     | (January 1)  |
| Martin Luther King, Jr.'s Birthday | (third Monday in January)  |
| President's Day                    | (third Monday in February)   |
| Memorial Day                       | (last Monday in May)   |
| Independence Day                   | (July 4)   |
| Labor Day                          | (first Monday in September)  |
| Thanksgiving Day                   | (fourth Thursday in November)<br>(The day immediately following<br>Thanksgiving Day) |
| Christmas Day                      | (December 25)  |
- 5.3 Whenever an employee has actually worked a holiday covered in Section 5.1, and the employee has not been given a day off with pay in lieu thereof, and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury, or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her regular rate for said holiday time.
- 5.4 Lieutenants assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.
- 5.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, he/she shall not be allowed to cash out that holiday or save it for future use. This provision

shall not prevent the Association from contesting the legality of such practice.

ARTICLE 6 - VACATIONS

- 6.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 6.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of Lieutenants who work a six (6)/two (2) or four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 6.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time and holiday time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION</u>			<u>MAXIMUM VACATION BALANCE</u>
		<u>FOR FULL-TIME EMPLOYEE</u>			
<u>Hours on Regular Pay Status</u>	<u>Vacation Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours 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

- 6.4 An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. 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.

- 6.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 6.6 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 shall 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.
- 6.7 "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.
- 6.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.
- 6.9 An employee who retires or resigns or who is laid off after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation accrued prior to the death of such employee.
- 6.11 Except for family and medical leave granted pursuant to Ordinance 116761, 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 the leave of absence commences.
- 6.11.1 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. Except for family and medical leave granted pursuant to Ordinance 116761, employees must use all accrued vacation prior to beginning a leave of absence.
- 6.11.2 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Nothing in this Section is intended to alter the existing practice with respect to LEOFF I or LEOFF II disability leave.

6.12 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

## ARTICLE 7 - PENSIONS

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

## ARTICLE 8 - MEDICAL AND DENTAL COVERAGE

- 8.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150. The administration of LEOFF I medical benefits shall be maintained consistent with the Letter of Understanding signed by the Mayor on January 10, 1998.
- 8.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and a dental care program, as established by the City for eligible employees and their eligible dependents.
- 8.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical and dental care program, as established by the City, for eligible employees and their eligible dependents. The age limit for eligible dependent children shall be twenty-one (21) years, or twenty-three (23) years, if enrolled in school full-time.
- 8.4 Effective January 1, 2009, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2010 and 2011, 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, copays 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.

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

- A. The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g. 2010 or 2011);

- 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.

8.5 SPMA shall, as part of this agreement, become signatory to an MOA substantially similar to the "Labor-Management Health Care Committee" MOA, attached hereto as Appendix D.

8.6 SPMA members may "buy up" to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to SPMA unit members under this Agreement. SPMA unit members have the option of "buying up" to either the SPOG medical plan only, or "buying up" to the entire SPOG medical, dental and vision benefit package, at the individual's option, by paying the associated increase in premium costs.

## ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE

9.1 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended. Upon retirement or death, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's retirement or death.

9.2 Effective October 1, 1989, for employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the City will make available a long term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

The LTD program shall be provided via an insurance policy with Standard Insurance Company under Policy 441446, as amended effective October 1, 1989. However, it is understood that Policy 441446 or any alternative insurance policy is not part of this Agreement but that this Agreement only obligates the City to provide the major long term disability benefits covered by the initial policy. Any disagreement over the terms of such an insurance policy shall not be subject to the grievance procedure contained herein, but such disagreement shall be subject to other remedies provided by law.

9.2.1 The LTD program cited in Section 9.2 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Association in its capacity as the representative of the affected employees.

9.2.2 Effective upon payment for the January 1990 premium, the eligible employees' share of the cost shall be sixty-three and one-half cents (\$.635) per one hundred dollars (\$100) of insured earnings. The City's share shall remain at thirty-two and one-half cents (\$.325) per one hundred dollars (\$100) of insured earnings. Any subsequent increases to the LTD January 1990 premium rate of ninety-six cents (\$.96) per one hundred dollars (\$100) of insured earnings shall be paid by the eligible employees through the date payment is made to cover the premium due for the month of December 2001.

9.2.3 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 Section 9.2 above and provide an alternative plan either through self-insurance or another insurance carrier.

- 9.2.4 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 9.2 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit in effect on October 1, 1989, the City shall have the option of: 1) continuing the LTD program through self-insurance; 2) changing insurance carriers; 3) officially reopening negotiations with the Association over whether or not to continue to provide LTD coverage and, if so, with what benefits; or 4) continuing to provide LTD through the existing insurance carrier. If option number 3 is selected by the City, said negotiations shall commence no later than thirty (30) calendar days after the City has given the Association written notice of its intent to renegotiate the LTD program cited in this Article.
- 9.2.5 The LTD benefits covered by Section 9.2 above do not have to remain exactly the same as the benefits in effect on October 1, 1989, and the language or any changes thereto in the insurance policy providing for long term disability benefits need not be negotiated with the Association; provided, however, the substance of the major long term disability benefits in effect as of October 1, 1989, shall remain substantially the same unless changed pursuant to Section 10.8, Option 3, of this Article, or future labor negotiations.
- 9.2.6 The LTD program as covered by Sections 9.2 through 9.2.5 of this Article and the City's obligation thereunder shall become null and void if: 1) the state or federal government offers non-occupational disability coverage to affected employees, or mandates that the City make available coverage for non-occupational disabilities; or 2) the City and any police officers covered by the long term disability provisions under this Article are required to participate in the federal Social Security program.
- 9.2.7 In the event the Seattle Police Officers' Guild releases the City from any liability to provide long term disability benefits and assumes sole responsibility for providing such benefits, the Association shall have the option to do the same under the same terms and conditions. If the Association exercises such option, the Vision Services Plan approved by the Joint Labor-Management Insurance Committee will be provided by the City to all LEOFF II employees within the bargaining unit and dependents, and to all LEOFF I dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.
- 9.3 Sick Leave Incentive. Employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:
- A. Employees who use no sick leave in a payroll year, shall have sixteen (16) hours of additional sick leave credited to their account for the next

payroll year; for example, employees who use no sick leave in the payroll year ending December 19, 1989, shall have sixteen (16) hours of additional sick leave credited to their account for 1990;

- B. Employees who use two (2) days or less of sick leave in a payroll year, shall have twelve (12) hours of additional sick leave credited to their account for the next year;
- C. Employees who use four (4) days or less of sick leave in a payroll year, shall have eight (8) hours of additional sick leave credited to their account for the next year.
- D. Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.
- E. Incentive sick leave may be used only for the three-day elimination period for industrial injuries or after all regular sick leave has been used.
- F. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 9.1 above.
- G. If an employee is absent from work due to an on-duty injury or illness or a leave of absence for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.
- H. If an employee is appointed to a rank covered by this Agreement on or after January 1st of the payroll year, eligibility for incentive sick leave will be based upon the sick leave use by the employee for the entire payroll year.

9.4 Industrial Insurance. Employees must meet the 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 limited duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or Police 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.

9.4.1 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 after the employee has been properly notified in advance, supplemental benefits may be terminated no sooner than seven (7) days after such notification has been received by the employee.

## ARTICLE 10 - MANAGEMENT RIGHTS

- 10.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.
- 10.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:
- A. To recruit, hire, assign, transfer or promote employees;
  - B. To suspend, demote and/or discharge employees or take other disciplinary action with just cause;
  - C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
  - D. To determine work schedules and the location of departmental headquarters and facilities; and
  - E. To control the departmental budget.
- 10.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

## ARTICLE 11 - WORK STOPPAGES

- 11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.
- 11.2 The Employer shall not engage in lockout.

## ARTICLE 12 - SUBORDINATION OF AGREEMENT

- 12.1 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 City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law, State Law and City Charter are paramount and shall prevail.
- 12.2 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, and except where, in the event of changes to the wages, hours, or working conditions of employees covered by this Agreement, bargaining is required by chapter 41.56 RCW.

## ARTICLE 13 - SAVINGS CLAUSE

- 13.1 If any provision of this Agreement 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 shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

## ARTICLE 14 - ENTIRE AGREEMENT

- 14.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to, or supersede any of its provisions, except by written agreement.
- 14.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Association for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement; provided that the Association does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours or working conditions of employees covered by this Agreement.

## ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance, except for expedited arbitration pursuant to Section 3.16(C)(1) of this Agreement. Such a grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; (2) Article 7 - Pensions, and (3) arbitration pursuant to Article 3.16 shall not be subject to the procedure delineated in this Article.
- 15.1.2 Alternative Dispute Resolution Procedures.
- Early Mediation Process. The City and the Association encourage the use of the Early Mediation Process prior to issues becoming the subject of grievances. Participation in this process is entirely voluntary and does not impact grievance rights.
- 15.2 A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures:
- STEP 1. Any grievance not regarding a suspension, demotion, or termination shall be submitted in writing to the Association by the aggrieved employee within fifteen (15) calendar days of the day the employee knew or should have known of the alleged contract violation. If the Association supports the grievance, it shall be reduced to written form by the Association, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. Such written grievance shall be submitted to the aggrieved employee's commanding officer within thirty (30) calendar days of the alleged contract violation, with a copy to the aggrieved employee's Bureau Chief, the designated sworn member of the Senior Leadership Team, the Police Department Director of Personnel and the City Director of Labor Relations.
- STEP 2. If the grievance is not resolved pursuant to Step 1 above, or if the grievance concerns a suspension, demotion, or termination, as it was initially filed by the Association it shall be reduced to writing in the same manner described in Step 1 and filed at Step 2. The Association shall forward the Step 2 grievance to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Senior Leadership Team, the Police Department Director of Personnel and the Bureau Chief of the aggrieved employee within sixty (60) calendar days of the alleged contract violation. A grievance regarding a suspension, demotion, or termination shall be filed by the Association within fifteen (15) calendar days of the day the employee knew or should have known of the Department's final decision

to impose a suspension, demotion or termination. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Association may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen(15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Association with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

- STEP 3. If the contract grievance is not settled at Step 2, referral to arbitration must be made within thirty (30) calendar days after the final decision in Step 2. Either the Association or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.
2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

15.2.1 The parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association and employees involved.

- C. The cost of the arbitrator shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case, except as provided in Article 3.16.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator, except as provided in Article 3.16.
- E. Any arbitrator selected under Step 3 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties of this Agreement.
- F. If the grievance is submitted to the American Arbitration Association, the arbitrator shall be selected from a list of five names obtained from the American Arbitration Association. If the Employer and the Association cannot agree on one arbitrator from said list, then each party will strike one name alternately, until only one name remains. The party to strike the first name will be determined by a coin toss.
- G. If arbitration has been timely requested, the parties may with mutual consent, attempt grievance mediation. The process will use a mutually acceptable professional mediator and conclude within thirty (30) calendar days after the mutual request.

15.2.3 Either party may request that disciplinary 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 timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process.

15.3 The time for processing a grievance stipulated in Section 15.2 may be extended for stated periods of time by mutual written agreement between the Employer and the Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 15.2.

15.4 Failure by an employee or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Association to proceed to the next step without waiting for the Employer to reply at the previous step.

15.5 Grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance.

- 15.6 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for nonacceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.
- 15.7 A grievance decision at any step of the procedure in Section 15.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.
- 15.8 Employees will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract shall subsequently be subject to the grievance procedure.
- 15.9 As an alternative to answering the Step 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.
- 15.10 An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

## ARTICLE 16 - POLICE OFFICERS' BILL OF RIGHTS

- 16.1 The "Police Officers' Bill of Rights" spells out the minimum rights of an officer but where the language of the contract or the past practices of the Department grant the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department.
- 16.1.2 Internal investigation defined. For the purposes of this Article, the term "internal investigation" means an investigation by or under the authority of the Chief of Police of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA-IS. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee's Constitutional rights.
- 16.1.3A. Notice of Interview. Every officer who becomes the subject of an internal investigation shall be advised prior to the interview of the following:
1. A list of the charges against the employee, including the non-criminal law(s), rule(s), regulation(s), or procedure(s) he/she is alleged to have violated; and
  2. Except in cases where notice would jeopardize the investigation, a specific factual summary of the allegations against the employee based on the evidence gathered to date, including the time and place of the alleged wrongdoing. This summary will include a redacted copy of the Intake Summary Form if relevant to the subject matter of the investigation.
  3. At the time of the interview, such officer shall also be informed of the name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview.
- 16.1.3.B. Notice of Request for Statement. In the event a written statement is used in lieu of an in-person interview:
1. A list of questions will be provided to the named employee, complainant or witness.

2. Prior to responding to the written questions, the named employee shall be provided a list of the charges against them, including the non-criminal law(s), rule(s) regulation(s), or procedure(s) he/she is alleged to have violated.
3. Except in cases where notice would jeopardize the investigation, a specific factual summary of the allegations against the employee based on the evidence gathered to date shall also be provided, including the time and place of the alleged wrongdoing. This summary will include a redacted copy of the Intake Summary Form if relevant to the subject matter of the investigation.

16.1.4 Right to Representation. Before any interview commences or written statement is provided, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with a personal attorney or bargaining unit representative(s) before being interviewed or providing a statement.

16.1.5 Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Whenever possible, interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked "off the record." The employee being interviewed shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances or events which pertain to the conduct or acts of the employee under investigation that form or may form the proper basis for disciplinary action. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement.

16.1.6 Intimidation of employee prohibited. No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should he/she refuse to resign, nor shall any employee be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an improper inducement to answer questions.

16.1.7 Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director, the Department HR Director (or designee), an assistant or deputy chief, and at the request of the named

employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

- 16.1.8. If new material facts are revealed by the named employee during the due process hearing and such new material facts cause the Chief to act contrary to the OPA Director's recommendation, the case must be sent back to the OPA for further investigation. The "further investigation" described above must be completed within the original 180-day time period. The 180-day period runs from the time a sworn supervisor or OPA received notice of the complaint until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing, and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.
- 16.1.9. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions should be provided to the Mayor and City Council upon request. In stating his reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for his decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing his explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

## ARTICLE 17 - CONFERENCE BOARD

- 17.1 There shall be a Police Department Conference Board consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or his/her representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its Conference Board committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend Conference Board meetings, and shall be provided an agenda in advance.
- 17.2 The Conference Board shall meet on an ad hoc basis at the request of either party and shall consider and discuss matters of mutual concern pertaining to the improvement of the Police Department and the welfare of the employees.
- 17.3 The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultive capacity to the Chief of Police.
- 17.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.
- 17.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

## ARTICLE 18 - DURATION OF AGREEMENT

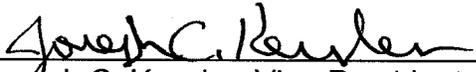
- 18.1 This Agreement shall become effective on January 1, 2009 or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2011. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 2011 as stipulated in RCW 41.56.440. Notwithstanding an effective date of January 1, 2009, pay increases for calendar year 2009 shall be effective as of January 7, 2009, and provided further, that if this Agreement does not become effective until after January 7, 2009, then pay raises per the Agreement shall be made retroactive to January 7, 2009.
- 18.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 18.1 and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 18.3 Upon thirty (30) days advance written notification, the City may require that the Association meet for the purpose of negotiating amendments to this Agreement which relate to productivity improvements within the Police Department.
- 18.4 The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the adoption of amendments to Title 4 of the Seattle Municipal Code in the event agreement is reached on such amendments with other City unions.
- 18.5 After the contract has been settled with the Seattle Police Officers' Guild in the next round of contract negotiations, the Association may reopen negotiations solely on the issue of the language of Article 12, Subordination of Agreement, if the subordination of agreement provision in the Seattle Police Officers' Guild contract is inconsistent with Article 12 of this Agreement.

Signed this 20 day of April, 2009.

SEATTLE POLICE MANAGEMENT  
ASSOCIATION



Eric Sano, President

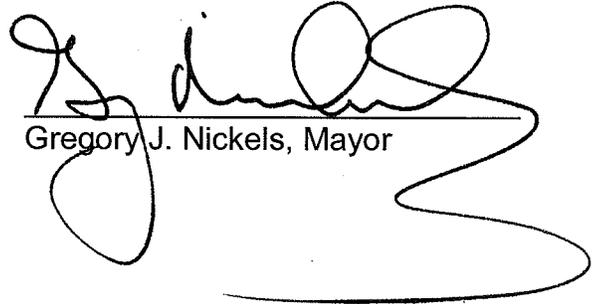


Joseph C. Kessler, Vice-President



Michael Nolan, Secretary

THE CITY OF SEATTLE  
Executed under authority of  
Ordinance 122943



Gregory J. Nickels, Mayor

## APPENDIX A – SALARIES

A.1 Effective January 7, 2009, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	8,595	8,945	9,315	9,686
Captain	10,222	10,635	11,076	11,518

A.2 Effective January 6, 2010, the base wage rates set forth in A.1 above shall be increased across-the-board by 3% and again increased, so that there is a compounding effect created by the two increases, by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index (“CPI”) for June 2009 over the same index for June 2008; provided, however, said CPI percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted), covering the period June 2008 – June 2009 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.

A.3 Effective January 5, 2011, the base wage rates set forth in A.2 above shall be increased across-the-board by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index (“CPI”) for June 2010 over the same index for June 2009; provided, however, said CPI percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted), covering the period June 2009 – June 2010 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.

A.4 A salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad only after that lieutenant has been sent to bomb technician school and is a certified bomb technician, including being used in the bomb technician rotation to be sent down range. (Current Bomb Squad Lieutenant shall be grandfathered in to premium for the duration of his assignment to the unit.)

A.5 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with the following schedules:

<u>Longevity</u>	<u>Percentage</u>
Completion of fifteen (15) years of service	5%
Completion of twenty (20) years of service	6%
Completion of twenty-five (25) years of service	11%
Completion of thirty (30) years of service	12%

A.6

- A. Effective January 7, 2009, the following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Captain III: 5%

Captain II: 3%

There shall be three Association members, those assigned as Patrol Divisional Captains, who receive the Captain III premium. There shall be six Association members who receive the Captain II premium, as follows: three Divisional Executive Captains, the Night Captain, the Audit and Accreditation Captain and one additional captain to be designated by the Department at a later date.

- B. Effective January 1, 2004, an actual base salary increase of 3.5% was paid to all police captains per the 2004-2005 collective bargaining agreement for performing rotating night duty commander assignments.

- A.7 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 Association Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

APPENDIX B - DISCIPLINARY, COMPLAINT HEARING, AND  
INTERNAL INVESTIGATION PROCEDURES

- B.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately, and the disciplinary action shall be subject to a subsequent appeal under the complaint hearing procedures set forth below. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. For purposes of this presumption of termination the Department must prove dishonesty by clear and convincing evidence. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are clearly material to the allegation(s). Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principals of just cause an Association member retains the right to challenge both an investigative finding and/or the associated discipline in the grievance/arbitration process.

- B.2 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.
- B.3 Written reprimands shall not be subject to Step 3 of the grievance procedure, as set forth at Article 15. If the Employer introduces into evidence a written reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding.
- B.4 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony, the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of: exonerated, unfounded, or not sustained is made by

the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

B.5 Any employee who has received three (3) or more investigated complaints of misconduct within a one-year period, or four (4) or more investigated complaints of misconduct within a two-year period, or two (2) or more lawsuits within a three-year period may be subject to an administrative review.

B.6 Complaint Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been recommended as sustained, and the penalty for that infraction may result in suspension, demotion or dismissal, the Chief or his/her designee, who shall be of the rank of Assistant Chief, shall immediately notify the employee of such fact, together with the disciplinary recommendation and the employee's right to a complaint hearing, provided such right is exercised within five business days. In cases where an employee has been convicted of criminal charges relating to the same conduct that is the subject of the disciplinary recommendation, the employee shall not have a right to a complaint hearing. In all other cases, the Chief of Police shall notify the employee of his/her right to a complaint hearing in the event the Chief of Police recommends a sustained finding and proposes a penalty of suspension, demotion or dismissal; provided that if deemed appropriate by the Chief of Police, discipline or discharge may be implemented immediately.

B. The employee has five business days from the time of notification in which to waive or exercise his/her right to a complaint hearing. The employee shall notify his/her commanding officer within five business days, otherwise he/she will be deemed to have waived his/her right to a complaint hearing. At this time the waiver may not be rescinded; provided, however, that in those cases where the employee has waived his/her right to a complaint hearing, following notification of the disciplinary recommendation, the employee shall have five business days to request such a hearing, following notification of the disciplinary decision made by the Chief of Police if the penalty proposed by the Chief of Police exceeds that previously recommended. If the employee exercises his/her right to a complaint hearing, he/she shall have adequate time to prepare his/her defense after he/she has been fully informed of the nature of the charges that have been lodged against him/her.

C. The appropriate command will notify the Internal Investigation Section

that the employee has waived his/her rights. In addition to the circumstances under which a Complaint Advisory Board is convened under paragraph B above, the Chief of Police may convene a Complaint Advisory Board in any case where such a review is desired before finalizing a disciplinary decision and whether or not the employee has been convicted of a crime.

- D. The Complaint Advisory Board shall be comprised of three (3) voting members; a Chairperson, of the rank of Assistant Chief, one employee of a rank higher than the named employee, unless otherwise agreed, and one sworn employee from the bargaining unit appointed by the Association. The Department shall use reasonable efforts to distribute its appointments to the Complaint Advisory Board among command personnel. In cases of complaints from outside the Department, a fourth non-voting member of the Board shall be a citizen participant appointed by the Mayor. The citizen participant (1) shall certify to the Mayor in writing whether the citizen complaint received a full, fair and impartial hearing, and (2) may request the Chief of Police, in writing, to review the decision of the Board. The employee shall have the right to challenge any member(s) of the Board for cause and will be allowed to exercise one preemptory challenge of members of the Board. The Chairperson shall have the right to challenge the employee appointed by the Association for cause.
- E. The hearing shall be conducted at a mutually agreeable site. The employee will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The employee may be granted a continuance by the Chairperson for the purpose of presenting a full and complete defense. If facts are presented during the hearing that would support additional or alternative charges of misconduct that were not made prior to the convening of the Board, the Board may not render a decision on those charges until the employee has been advised of them and provided an opportunity to respond. The employee may request that the hearing be continued in order to have an adequate opportunity to prepare a response to such additional or alternative charges. The Chairperson may also continue the hearing if further investigation by the Internal Investigations Section of the facts supporting such charges is warranted.
- F. The employee may ask any member of the Department or an attorney for assistance in the presentation of his/her case, with the exception of personnel from the Internal Investigations Section or the Police Legal Advisors.
- G. The employee may record the proceedings at his/her own expense. Such recording may be through audiotape or stenographic means.
- H. The Association shall be provided reasonable notice whenever a

complaint hearing is scheduled. The Association may assign any elected officer of the Association to sit in as an observer.

- I. Complaint Advisory Boards are not judicial tribunals, and any evidence pertinent to the issue may be presented. The Chairperson shall decide any question of procedure or acceptability of evidence, accepting any evidence that is reasonably relevant to the present charges. No statements made by the subject employee can be used against him/her in a criminal prosecution. The Legal Advisor may be present as an advisor on procedural matters. The Complaint Advisory Board will consider the investigation reports, statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The Chairperson, at his/her discretion, may order the employee or any other member of the Department to appear. The Complaint Advisory Board may only consider evidence that was introduced during the hearing. Members of the Complaint Advisory Board will be provided a copy of the investigatory file in advance of the hearing.
- J. The Board will not consider the employee's work record unless it has made a prior finding that the charges against the employee are sustained. Upon conclusion of the presentation of evidence by both sides, the Board will reach a decision by secret ballot. The employee will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.
- K. On the basis of its findings, the Board will recommend one of the following actions to the Chief of Police:
  1. Further investigation with specific recommendations;
  2. Finding a charge unfounded;
  3. Finding a charge not sustained;
  4. Finding a charge sustained and listing their recommendations; and
  5. Exonerating the employee.
- L. If a sustained finding is to be recommended, the Board will then consider previous disciplinary actions taken against the employee in determining appropriate action in the present case. The Board shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend. After being informed of a sustained finding:
  1. The employee and/or his/her representative will be provided a reasonable opportunity to address the Board regarding the level of

discipline the Board may recommend.

2. If an in-person presentation cannot be scheduled in a timely manner, the Chair may request that such input be promptly submitted in writing.
  3. If an in-person presentation is scheduled, the Chair, at its discretion, will determine whether or not the testimony of any witness regarding the disciplinary recommendation will be admitted.
- M. Except for the named employee, any Lieutenant ordered by the Chairperson to attend a Complaint Advisory Board hearing (provided for in this Section) as a witness during his/her off-duty time shall be compensated in accordance with Section 5.4 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded by the Chief of Police, the named Lieutenant will also be entitled to the overtime provision in Section 5.4, as approved by the Chairperson.
- N. In the event that the discipline imposed includes a suspension, at the request of the employee, the Employer and the employee may agree to allow the employee to exchange accrued vacation, holiday and/or compensatory time for all or part of the suspension. However, an employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. If precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively

#### B.7 Internal Investigations Procedures

- A. The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA-IS. Both parties affirm their commitment to comply with the intent of this Article. In the event an Association member is investigated, the lead investigative function including asking questions during an in-person interview when an Association unit member is being questioned, will be performed by another Association unit member. This does not preclude investigative assistance by a non-bargaining unit member. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. The parties further agree that EEO investigations will be handled by the Human Resources Section. Minor rules violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA-IS, be assigned for investigation by the chain of command and/or Human Resources.
- B. Except in cases where notice would jeopardize the investigation, OPA-

IS shall furnish the employee with a preliminary notification within ten (10) calendar days of the date the complaint is assigned for investigation by OPA-IS. The preliminary notification shall include, at a minimum, a copy of the complaint, the results of the Department's preliminary review of the complaint, a list of the charges against the employee and the rules the employee is alleged to have violated, a factual summary of the allegations against the employee, including time and place of the alleged wrongdoing, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA-IS investigation, supervisory referral or intervention, preliminary investigation report). Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation, unless within one-hundred eighty (180) days after receipt of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification may be provided via hand delivery or via U.S. Mail sent to the employee's home address on file with the Department and to the Association. However, if submitted to the prosecutor within one-hundred eighty (180) days, the time period for completion of the investigation shall be tolled. After receipt of a decline notice from a prosecuting authority or a verdict in a criminal trial, the OPA-IS has the remainder of the 180 days or an additional 30 days, whichever time period is greater, to provide the written notification to the named employee as noted above. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the criminal conviction.

Additionally, the failure of an employee or Department witness to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee or witness took to participate.

Additionally, the Department may request, and the Association will grant, an extension of the one-hundred eighty (180) day time restriction if the Department can show by clear and convincing evidence that it has: 1) made the request before the one-hundred eighty (180) day time period has expired (requests must be made at least 30 calendar days prior to and not more than 60 days prior to expiration of the 180-day time period); 2) has exercised all due diligence in conducting the investigation of the complaint; and 3) is unable to complete the investigation due to the unavailability of witnesses or other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are reasonably expected to become available (both physically available and willing to participate in the investigative process) within the time period requested.

In the event that the Department makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within 15 calendar days from the date the request was first received by the Association President, or his/her designee.

In the event that the Department makes a request for continuance of the 180-day period and the Association does not agree in writing to grant the request or does not agree to grant the length of the extension requested the Department will have the right to an expedited arbitration procedure whereby the arbitrator will decide whether the request shall be granted and for how long, beyond the normal 180-day limit. The expedited arbitration procedure is described in Section 3.16.C.1 to this bargaining agreement.

Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA-IS. Classification of cases as administrative or criminal shall be made in good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision. Nothing in this section is intended to limit the Association's grievance rights.

- C. When a named employee is to be interviewed relative to a complaint against him/her, that employee will be apprised of:
  - 1. A list of the charges against the employee, including the non-criminal law(s), rule(s), regulation(s), or procedure(s) he/she is alleged to have violated, including the time and place of the alleged wrongdoing; and
  - 2. Except in cases where notice would jeopardize the investigation, a specific factual summary of the allegations against the employee based on the evidence gathered to date, including the time and place of the alleged wrongdoing, will be provided to the employee. This summary will include a redacted copy of the Intake Summary Form if relevant to the subject matter of the interview.
  - 3. At the time of the interview, such officer shall also be informed of the name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview.
- D. In the event a written statement is used in lieu of an in-person interview, a list of questions will be provided to the named employee, complainant or witness.

1. Prior to responding to the written questions, the named employee shall be provided a list of the charges against them, including the non-criminal law(s), rule(s), regulation(s), or procedure(s) he/she is alleged to have violated, including the time and place of the alleged wrongdoing.
  2. Except in cases where notice would jeopardize the investigation, a specific factual summary of the allegations against the employee based on the evidence gathered to date, including the time and place of the alleged wrongdoing, will be provided to the employee. This summary will include a redacted copy of the Intake Summary Form if relevant to the subject matter of the interview.
  3. At the time the written statement is delivered to the employee, such officer shall also be informed of the name of the individual in charge of the investigation.
- E. Nothing in Section C or D shall function to limit the scope of the investigation. The named employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement.

Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement after compliance with the notification provisions of this Agreement.

- F. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency or its agents, that employee will be afforded his/her rights under the Police Officers' Bill of Rights by that City agency.
- G. OPA-IS Interviews
1. The OPA-IS may conduct in-person interviews of the complainant, named employee and witness(es) during the course of an OPA-IS investigation. In the case of other types of investigations, to include supervisory review, supervisory intervention, and preliminary investigation report, the complainant, named officer and witness(es) shall have the option of an in-person interview or providing a written response to questions as directed by the investigator.
  2. At least three business days and no more than thirty days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by Article 16 and this Appendix and shall advise

the employee of his/her right to representation by the Association during the interview.

3. Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation or about new allegations, the notification requirements set forth in this section shall be complied with before the questioning on such incident or allegations commences.
  4. The Association will be allowed reasonable on-duty release time for a Board member to provide representation requested by the employee during the questioning.
  5. Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA-IS investigator(s) assigned to the case and one OPS-IS command staff member (no more than three persons), and a court reporter or stenographer, if requested.
  6. Any person in attendance at interviews shall be precluded from being part of the Departmental review of the completed investigation.
  7. The OPA-IS interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the City upon request. If an interview of a named employee is recorded by the City, the City shall provide the employee a copy of the transcript of the interview at no cost within ten days after completion of the interview.
- H. Timing of Investigations - No disciplinary action or adverse employment action will result from a complaint of misconduct where the complaint is made to the OPA-IS more than three years after the date of the incident which gave rise to the complaint, except:
1. in cases of felony or domestic violence criminal allegations, or where the statute of limitations for the alleged crime has not expired, or
  2. where the named employee intentionally conceals acts of misconduct, or
  3. for a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an

officer.

4. In the event bargaining with the Seattle Police Officers' Guild results in a reduction in the three-year timeframe outlined in Section H above, this Agreement shall be modified to provide the same timeframe.
- I. OPA-IS shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint.
  - J. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the OPA-IS, affected Assistant Chiefs, the OPA Director, the OPA Auditor, the Legal Advisors, the Director of Police Personnel, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or his or her designee may authorize access to others in his/her discretion only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure law set forth at R.C.W. 42.17.310 with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants,
  - K. The OPA-IS shall maintain a record showing which files have been removed from the OPA-IS office, the date of removal, who accessed the files, and to where the files have been transferred.
  - L. An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA-IS shall consider the circumstances and not unreasonably deny such access. If an employee has appealed proposed discipline to the Complaint Advisory Board, the employee and the Association shall be allowed to access the investigatory portion of the internal investigation file related to the discipline of that employee on the incident involved in the appeal.
  - M. The OPA-IS closed investigation files shall not be retained longer than the current calendar year plus three years from the date the investigation was initiated, except for cases that remain pending, are

on appeal, are subject to a court order requiring their preservation, or where pending or anticipated civil, criminal, disciplinary, or administrative proceedings make it appropriate to retain the file for a longer period of time.

B.8 The Department policy on public and internal complaint process (SPD Manual Chapter 1.117) is incorporated herein by reference; provided that, as applied to employees within the Association bargaining unit the review of completed line and internal investigations shall be as follows:

- A. If there is any disagreement between any of the reviewing parties, to include the named employee's chain of command or the OPA-IS chain of command (or its sworn investigative designee), the case shall be forwarded to the Chief of Police for review with all parties providing input. Following such review the Chief of Police shall make the final disposition.
- B. Unfounded or exonerated complaints will not be considered in any adverse Department action, hearing or review, including personnel decisions.

B.9 Criminal Investigations

- A. In the event of a criminal investigation of an Association member, all constitutional protections and those provided in Article 16 herein shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.
- B. OPA will not conduct criminal investigations. There shall be no involvement between OPA and specialty unit investigators conducting the investigation. Subject to the timelines contained in this appendix, pending civil or criminal matters involving an officer should not delay OPA investigations. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being considered by a prosecuting authority the 180-day timeline provision continues to run.

In the case of felony allegations OPA-IS and the Investigations Bureau Commander shall jointly determine the appropriate investigative unit outside of OPA-IS with expertise in the type of crime alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. In the case of misdemeanor or gross misdemeanor domestic violence allegations, OPA-IS and the Investigations Section Bureau Commander shall jointly determine whether to refer the investigation to an investigative unit outside of OPA-IS. The criminal investigation shall become part of the administrative investigation.

- C. In the case of misdemeanor allegations not involving domestic violence, OPA-IS shall conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. In conducting the investigation OPA-IS may consult with a Department subject-matter expert. This investigation shall become part of the administrative investigation.
  
- D. Following a decline of criminal prosecution or a finding of insufficient evidence to proceed with a referral for prosecution, the investigative file shall be returned to OPA-IS for an administrative review of allegations based on the merits of the case.

APPENDIX C

AUTHORIZATION AND ASSIGNMENT

The City of Seattle is hereby authorized and directed to deduct from my periodic wages, my financial obligations to the Seattle Police Management Association (SPMA) as set forth in Article 2 of the Collective Bargaining Agreement between the City and the SPMA, effective by its terms from January 1, 2009 through December 31, 2011. Such deduction from my wages shall be remitted to the SPMA treasurer twice monthly and at approximate intervals of 15 days. This continuing authorization and direction is subject to cancellation for future deductions upon express, written instructions from the undersigned after service thereof upon responsible officials of both the City and the SPMA.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

APPENDIX D

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

**LABOR-MANAGEMENT HEALTH CARE COMMITTEE**

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

**I. CONTRACTUAL PROVISIONS**

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

***DEFINITIONS***

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

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

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

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

### **III REQUIRED CITY CONTRIBUTION**

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

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

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

### **IV. RATE STABILIZATION FUND**

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the

number of employees that are represented by the Unions that are a party to this MOA.

**V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE**

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

**VI. COMMITTEE RESPONSIBILITIES**

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

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

## **VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS**

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

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

## **VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE**

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

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

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

**IX. AMENDMENTS**

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

**X. DEFINITION OF THE TERM "AGREEMENT"**

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

**XI. TERM OF AGREEMENT**

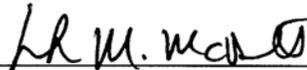
This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year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

Signed this 1<sup>st</sup> day of May, 2007.

**THE CITY OF SEATTLE**



David Bracilano  
Director of Labor Relations



Mark McDermott  
Personnel Director



Dan Oliver  
Seattle Police Management Association President

## APPENDIX E - OPA REVIEW BOARD

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

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

A. The City agrees that the IIS Auditor position shall be continued in effect with its current authority but may be renamed the OPA Auditor, with the clarification that the Auditor may audit all OPA cases involving Association bargaining unit members.

B. The OPA Review Board shall have the following powers with respect to complaints lodged against Association bargaining unit members:

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

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

C. Only the Chief of Police, or his/her designee under the circumstances set forth in the collective bargaining agreement, may impose discipline on bargaining unit members.

### 2. COMPOSITION OF THE OPA REVIEW BOARD

The City of Seattle's Office of Accountability Review Board ("OPARB") shall consist of seven (7) members. A quorum shall be four (4) of the seven (7) members.

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

B. The City Council shall solicit input from the Association concerning potential appointments to the OPARB before the selection is made.

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

### 3. ELIGIBILITY CRITERIA FOR BOARD MEMBERS

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

- A. A citizen of the United States or be lawfully authorized to work in the United States.
- B. Possess a high school diploma or a GED at time of appointment.
- C. Be at least 21 years of age for appointment.
- D. A commitment to and knowledge of the need for and responsibilities of law enforcement, as well as the need to protect basic constitutional rights of all affected parties.
- E. A reputation for integrity and professionalism, as well as the ability to maintain a high standard of integrity in the office.
- F. The absence of any plea to or conviction for a felony, crime of violence, or an offense involving moral turpitude.
- G. Because members of the OPA Review Board may serve in a quasi-judicial capacity in making decisions about whether or not investigations of police misconduct are complete, as a requirement for appointment, candidates must be able to comply with the requirements of the appearance of fairness doctrine with respect to their duties as a member of the OPA Review Board. For the purposes of this Appendix, the appearance of fairness doctrine shall be applied as an eligibility criteria for appointment to the OPA Review Board, as opposed to being applied on a case-by-case basis.

In an effort to limit disputes regarding the type of information which must be provided to the Association regarding a candidate, the parties hereby set forth the information to which the Association is entitled. Criminal history record information which includes records of arrest, charges, allegations of criminal conduct and nonconviction data relating to a candidate for appointment, and Department records of any complaints of police misconduct filed by the candidate shall be made available to the Association. Access to such records by the Association shall be for the sole purpose of assessing whether or not the candidate meets the above eligibility criteria. Access shall be limited to the executive officers and members of the Board of Directors of the Association and the Association's attorneys. Such records shall not be used by anyone in

connection with any other civil, criminal or other matter, or for any other purpose. After the Association has conducted its assessment of the candidate, the records shall be promptly returned to the Department unless the Association challenges the appointment as set forth in Section V, below. If the Association challenges the appointment, the records shall be used solely for the purpose of the arbitration, will be presented to the arbitrator under seal, and will be returned to the City at the conclusion of the arbitration. Except as otherwise necessary for the purposes of this Appendix or the resolution of a dispute under Section V below, such records shall be maintained by the Association as confidential and shall not be copied, disclosed or disseminated.

4. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) member of the OPARB shall be a graduate of an accredited law school and a member in good standing of the Washington State Bar Association.
5. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) member of the OPARB shall have at least five (5) years of experience in the field of law enforcement.
6. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) other member of the OPARB shall have significant experience and history in community involvement, and community organizing and outreach.
7. In addition to the qualifications and characteristics set forth in Section 2 above, at least one (1) other member of the OPARB shall have at least five (5) years experience as a sworn police officer.
8. The City Council may establish such additional qualifications and characteristics, as it deems appropriate, consistent with this Appendix.

## II. CONFIDENTIALITY

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

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

As a member of the City of Seattle's Office of Accountability Review Board ("OPARB"), I understand that I will have access to confidential and/or investigative information and/or records that I am prohibited from disclosing. I agree not to disclose any such confidential and/or investigative information and/or records. I understand that proven, intentional, release or disclosure of such confidential and/or investigative information and/or records shall constitute grounds for my removal as a member of the OPARB.

I further agree to indemnify, defend, and hold the City of Seattle harmless for and from any legal action(s) arising from proven, intentional, release or disclosure of

such confidential and/or investigative information by me.

Finally, I understand that in the event I do not intentionally release or disclose any confidential and/or investigative information and/or records, the City has agreed to indemnify, defend, and hold me harmless for and from any legal action(s) arising from my conduct as a member of the OPARB in accordance with SMC 4.64.100 and SMC 4.64.110.

### III. THE BASIS FOR REQUESTING FURTHER INVESTIGATION

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

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

The OPA Director will notify the OPA Auditor when the articulated investigative tasks have been completed and/or will provide an explanation to the OPA Auditor of the reasons the requested tasks could not be completed. The OPA Auditor may perform an audit of the file to ensure compliance with the request for further investigation. If the OPA Auditor does not agree that the Department has complied with the request for further investigation, the OPA Auditor will meet with the OPA Director to try and resolve the matter and gain compliance. All other conditions set forth above regarding time constraints shall be applicable.

### IV. OPA REVIEW BOARD REPORTS

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

1. A review and report on the implementation of the Office of Professional Accountability.
2. A general overview of the files and records reviewed by the Board, including the number of closed, completed cases reviewed.
3. IIS shall be responsible for gathering statistical data relating to complaints and shall provide the same statistical data to the Board as is provided to the Auditor. That data shall include the:
  - a. Number of complaints received;
  - b. Category and nature of the allegations;
  - c. Percentage of cases sustained;
  - d. Disciplinary action taken in sustained cases;
  - e. Data on patterns of complaints, including types of complaints;

- f. Geographic area of the complaint, and census tract rather than street addresses may be used to identify the geographic area of a complaint;
  - g. Number of officers, if any, who receive three or more sustained complaints in one year. The names of the officers shall not be disclosed.
4. The Board's report shall include the number of cases in which the Auditor requests further investigation.
  5. The Board's report shall include: a summary of issues, problems and trends noted by the Board as a result of their review; any recommendations that the City consider additional officer training, including recommendations that the City consider specialized training for investigators; and any recommendations that the Department consider policy or procedural changes.
  6. The Board shall be advised and the Auditor shall report on the OPA Director's involvement in community outreach to inform citizens of the complaint process and the OPA's role.

## V. DISPUTE RESOLUTION PROCESS

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

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

3. With respect to disputes over a Board member violating confidentiality requirements, the Association shall provide written notice to the President of the City Council, or his/her designee, with a copy to the Mayor, the Chair of the Public Safety Committee and the Chief of Police, of the Association's allegations that confidentiality requirements have been breached by a Board member, including a summary of the evidence that the Association has at the time in support of its allegations. Such notice shall be provided not more than ten (10) work days following the date of the alleged breach of confidentiality or of the date that the Association knew or should have known of the alleged breach. If the Board member remains on the Board more than ten (10) work days following notice to the City from the Association, the Association may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so within ten (10) work days following the ten (10) work day notice period.
4. With respect to other disputes over alleged violations of the terms of the Appendix other than those denominated above, the Association shall provide written notice to the President of the City Council, or his/her designee, with a copy to the Mayor, the Chair of the Public Safety Committee and the Chief of Police, of the Association's allegations that a provision of this Appendix has been breached, including a summary of the evidence that the Association has at the time in support of its allegations and the remedy sought. Such notice shall be provided not more than ten (10) work days following the date of the alleged breach or the date that the Association knew or should have known of the alleged breach. If the city does not provide notice of its intent to implement the remedy sought within ten (10) work days following notice to the City from the Association, the Association may submit the matter directly to an arbitrator by providing written notice to the Director of Labor Relations of the intent to do so within ten (10) work days following the ten (10) work day notice period.
5. The contractual 180 day time period for completion of an investigation shall be tolled and no discipline shall be imposed from the date a dispute alleging a violation of Section 4 of this Appendix is submitted to arbitration until the date of the arbitration award or the date of the settlement or dismissal of the arbitration.
6. The parties shall meet and select an arbitrator no later than ten (10) work days from the date of the written notice of arbitration from the Association to the Director of Labor Relations.
  - A. The parties agree that the following arbitrators shall constitute the pool from which arbitrators shall be selected: Michael Beck; Janet Gaunt; Michael Cavanaugh; John Swanson; and Don Wollett.
  - B. The same arbitrator shall not be eligible to serve as the arbitrator in consecutive arbitrations, except by mutual agreement.

- C. The first eligible arbitrator from the above list available to conduct the hearing within sixty (60) days shall be selected. If none are available to conduct a hearing within sixty (60) days, the eligible arbitrator with the earliest available hearing date shall be selected unless the parties otherwise agree, and the hearing shall commence on the earliest available hearing date for the arbitrator selected unless the parties otherwise agree in writing.
  - D. The parties may mutually agree to make additions or deletions to the list at any time, but the number of arbitrators on the list shall not be less than five. If an arbitrator is no longer available so there are less than five on the list and the parties are unable to mutually agree on a replacement, an arbitrator shall be added to the list using the selection process specified by the grievance provision in the collective bargaining agreement.
7. Pre-briefs, if any are offered, shall be filed and served no later than the beginning of the arbitration hearing. The parties shall present their evidence to the arbitrator at the hearing. The arbitrator shall issue his/her decision immediately at the close of the hearing and following oral argument by the parties. The cost of the arbitrator shall be borne by the party that does not prevail, and each party shall bear the costs and attorney fees of presenting its own case, except as provided by subsection 8 below. The decision of the arbitrator shall be final and binding on the parties, and there shall be no appeal from the arbitrator's decision.
8. Disputes submitted to arbitration by the Association and defenses raised by the City shall be well grounded in fact and not interposed for any improper purpose, such as to harass or delay. Violations of this subsection shall support the award of reasonable attorney fees at prevailing commercial rates by an arbitrator.