K 810637

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 1999 through December 31, 2001

TABLE OF CONTENTS

PAGE

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT 1

ARTICLE 2 - UNION MEMBERSHIP AND DUES 2

ARTICLE 3 - EMPLOYMENT PRACTICES 4

ARTICLE 4 - SALARIES ..... **Error! Bookmark not defined.**

ARTICLE 5 - HOLIDAYS 10

ARTICLE 6 - VACATIONS 11

ARTICLE 7 - PENSIONS 13

ARTICLE 8 - MEDICAL AND DENTAL COVERAGE 14

ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE 17

ARTICLE 10 - MANAGEMENT RIGHTS 20

ARTICLE 11 - WORK STOPPAGES 21

ARTICLE 12 - SUBORDINATION OF AGREEMENT 22

ARTICLE 13 - SAVINGS CLAUSE 23

ARTICLE 14 - ENTIRE AGREEMENT 24

ARTICLE 15 - GRIEVANCE PROCEDURE 25

ARTICLE 16 - POLICE OFFICERS' BILL OF RIGHTS 29

ARTICLE 17 - CONFERENCE BOARD 31

ARTICLE 18 - DURATION OF AGREEMENT 32

APPENDIX A - SALARIES.....34

APPENDIX B - DISCIPLINARY, COMPLAINT HEARING, AND INTERNAL INVESTIGATION PROCEDURES.....37

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 Seattle Police Management 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 regular full-time employee within the bargaining unit shall be required, as a condition of employment, to either join the Association or contribute an amount equivalent to the regular monthly dues of the Association to the Association, or contribute a like amount to the Police Charity Fund. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Association and the Employer by the Police Charity Organization.

Employees, by the above language, have the option of either:

a. Joining the Seattle Police Management Association.

b. Paying an amount equivalent to the regular dues to the Police Charity Fund.

c. Paying an amount equivalent to the regular dues to the Association without any membership rights.

d. 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 nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

   The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

When an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days' written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue. If the employee has not fulfilled the above obligation by the end of the Association's thirty- (30) calendar day discharge notification period, the Association will thereafter notify the City Director of Labor Relations in writing, with a copy to the Chief of Police and employee, of such employee's failure to abide by Section 2.1. In this notice the Association will, if it is still seeking such, specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association, and the Employer shall promptly effectuate the discharge as allowed by law and this agreement.

2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Association, except as set forth above; provided, however, that this clause shall not restrict the Association from providing internal Association-sponsored benefits to Association members only.

2.3 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Association or amounts contributed to the Police Charity Fund in lieu of Association dues. The amounts deducted shall be transmitted twice each month to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Association by the Employer.

2.4 It is the responsibility of the Association to notify employees of their options regarding association and/or membership. The Association will administer the provisions of this Article with regard to membership or association of employees in accord with its obligations under the law. Any disputes concerning the amount of dues or fees and/or the responsibility of the Association to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The Association agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article.

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 matter 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 (1/2) 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 noncumulative 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 the 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 the 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.

3.16 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.

3.17 Physical Fitness. All employees will be required to take current weight and blood pressure tests at least once a year.

3.18 Smoking Policy. All provisions of Ordinance #113836, pertaining to the Citywide smoking policy will be enforced as written.

3.19 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.

3.20 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 cochairs of the Coalition will be members of the Leadership Committee.

3.21 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 - SALARIES 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 6/2 or 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)	(July 4)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following 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.

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

6.4 An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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 During the 1999 calendar year, the City shall pay not less than one hundred percent (100%) of the Regence Blue Shield Plan's 1999 monthly premium for the medical care programs cited in Section 8.7.

8.5 During the 1999 calendar year, the City shall pay not less than one hundred percent (100%) of the Group Health Cooperative Plan's, 1999 monthly premium for the programs cited in Section 8.6.

8.6 During the 1999 calendar year, Group Health Cooperative Plan subscribers are required to pay a $5.00 fee for each visit to a provider, a $5.00 fee for each 30-day prescription drug supply, and a $50.00 fee for each emergency room visit. During the 1999 calendar year, the City will provide a vision-care benefit under the Group Health Cooperative Plan. For the calendar years 2000 and 2001, the copays and benefits of the Group Health Cooperative Plan are subject to change as a result of actions taken by the Joint Labor-Management Insurance Committee pursuant to the Memorandum of Agreement referenced at Section 8.9 below.

8.7 During the 1999 calendar year, the King County Medical Blue Shield Plan shall consist of a preferred provider organization and a managed prescription drug program as follows:

a. Lifetime maximum benefit: $1,000,000

b. For services received within the preferred provider network:

Benefits are paid at 80% of usual, reasonable, and customary charges up to $2,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year.

c. For services received outside the preferred provider network:

Benefits are paid at 60% of usual, reasonable and customary charges up to $4,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year.

d. Deductible for care provided within the preferred provider network: $100 per covered person per calendar year. If three or more covered family members satisfy $300 in eligible deductible expenses in a calendar year, no further deductible will be required from any family members during that calendar year. Deductible for care provided outside the preferred provider network: $150 per covered person per calendar year, and $450 per family. The deductible is payable by the employee before any benefits of the plan, as described above, are payable.

e. The above medical plan will include vision care and chiropractic care.

f. Chemical dependency and psychiatric treatment are as follows:

Chemical Dependency: Inpatient and outpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to a maximum of $10,000 every two calendar years; $20,000 lifetime maximum.
Psychiatric Treatment: Inpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to $2,000 per year. Outpatient: Paid at 50% to $500 per year (does not accumulate toward out-of-pocket limit).

g. Prescription drug purchases of a 34-day or 100-unit supply from designated participating pharmacies will be subject to an $8 copay, and prescription drug purchases of a 90-day supply from the designated mail order pharmacy will be subject to a $16 copay.

h. For the calendar years 2000 and 2001, the co-insurance levels, deductibles and benefits of the Regence Blue Shield Plan are subject to change as a result of actions taken by the Joint Labor-Management Insurance Committee pursuant to the Memorandum of Agreement referenced at Section 8.9 below. Prior to April 15, 1999, the Committee shall consider self-insuring the indemnity plan effective for the 2000 contract term and make a determination as to whether to self-insure said plan. As the Committee deems appropriate, this decision may also be examined in future years. If the Committee decides to self-insure said plan, one hundred percent (100%) of any savings after expenses derived from self-insuring said plan shall be placed in the Health Care Reserve Account.

i. All refunds from Regence Blue Shield for favorable claims experience during the calendar year 1998 shall be retained by the City, except for that portion that may be allocated to the Health Care Reserve Account by the Joint Labor-Management Insurance Committee.

8.8 For the calendar years 2000 and 2001, during the term of this Agreement, the City shall pay the equivalent of 106% of the average monthly medical, dental, and vision premiums over the prior calendar year for employee's whose health care benefits are governed by the Joint Labor-Management Insurance Committee, for any of the medical, dental, and vision plans agreed upon by the Committee.

8.9 The City shall provide medical, dental, and vision benefits for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. 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 Joint Labor-Management Insurance Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

8.10 In the event there are changes to medical, dental, and vision benefits for the calendar year 2001, as a result of other Unions reopening negotiations on the subject, such changes will also be applicable to employees represented by the Association.

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.

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 Seattle Police Management 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.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

d. 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.

e. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 9.1 above.

f. 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.

g. 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. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 - Pensions, 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 16.1 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. The 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, 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 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.

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.

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 both 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 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. Of 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. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the provisions of this Article shall be followed.

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. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts, are or may be the basis for filing a criminal charge against the employee, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension, or other discipline of such officer.

16.1.3 Officer advised of alleged misconduct. Every officer who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, he/she is suspected of:

1. Committing a criminal offense;

2. Misconduct which would be grounds for termination, suspension, or other disciplinary action; or that he/she may not be qualified for continued employment with the Police Department.

At the time of the interview, such officer shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

16.1.4 Representation by counsel. Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews of such employee. Such representation by counsel shall be confined to counseling and shall not be authority for any participation by counsel in the investigation.

16.1.5 Employee to be informed in writing--Recorded interviews. In the case of any major investigation and before any interview commences, the employee to be interviewed shall be informed in writing of the nature of the investigation including information necessary to reasonably apprise him/her of the allegations of any complaint and the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing before being interviewed.

Such employee may request that the interview be recorded, either mechanically or by a stenographer, and no questions shall be asked "off the record." Upon request, the officer

under investigation shall be provided an exact copy of any written statement he/she has signed and a verbatim transcript of any interview of such employee.

16.1.6 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. The employee being interviewed shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods. 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 basis for disciplinary action, termination of employment or the filing of a criminal charge.

16.1.7 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 inducement to answer questions.

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, 1999, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2001. 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 2001 as stipulated in RCW 41.56.440.

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 19.1 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 ___ day of _____,1998.

SEATTLE POLICE MANAGEMENT ASSOCIATION

_____
President

_____
Vice-President

_____
Secretary

THE CITY OF SEATTLE
Executed under authority of
Ordinance _____

_____
Mayor

APPENDIX A - SALARIES

A.1 Effective January 6, 1999, the base wage rates for the classifications covered by this Agreement shall be increased by 2% (floor cost-of-living increase). Said rates of pay are effective January 6, 1999, through January 4, 2000.

Effective January 6, 1999, one new twelve- (12) month step shall be added at the end of the range to the salary schedules for the classifications of Lieutenant and Captain. These new steps shall be four percent (4%) higher than the previous third steps in effect on January 5, 1999. Employees at the previous Step Three of the ranges shall move to the new Step Four, effective January 6,1999.

The new salary schedules are as follows:

Classification	Start	6 mos	18 mos	30 mos
Police Lieutenant (Eff. 1/6/99)	$5773	$6010	$6257	$6507
Police Captain* (Eff. 1/6/99)	$6633	$6903	$7188	$7476

*The salary schedule for the Police Communications Director shall be the same as the salary schedule for Police Captain.

A.2 Effective January 5, 2000, the base wage rates set forth in Section A.1 above shall be increased by one hundred percent (100%) of the percentage increase from July 1998 to July 1999 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W). The salary increase will in no case be less than 2% or greater than 7%. Longevity pay will be adjusted in accordance with the new salary schedule effective January 5, 2000.

A.3 Effective January 3, 2001, the base wage rates set forth in Section A.1 as adjusted pursuant to Section A.2 above shall be increased by one hundred percent (100%) of the percentage increase from July 1999 to July 2000 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W). The salary increase will in no case be less than 2% or greater than 7%. Longevity pay will be adjusted in accordance with the new salary schedule effective January 3, 2001.

A.4 In the event the "Consumer Price Index" becomes unavailable, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for the purposes of computing such increase, and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

A.5 In the event the specific Consumer Price Index relevant to this Agreement is reformulated by statute, the parties agree to disregard the changes caused in the Consumer Price Index by virtue of the statutory reformulation (for example, this would apply in the instance of passage of a statute which would reduce the Consumer Price Index by a fixed percentage. However, this would not apply to other reformulations of the Consumer Price Index made by the Bureau of Labor Statistics, such as adjusting the relevant weighting of market basket items or other statistical rebasing adjustments).

A.6 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 while so assigned.

A.7 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries in Section A.1, A.2 and A.3 during the life of this Agreement in accordance with the following schedules:

Longevity Percentage		Monthly Equivalent in Dollars Effective 1/6/99
Completion of fifteen (15) years of service	3%	$195
Completion of twenty (20) years of service	4%	$260
Completion of twenty-five (25) years of service	5%	$325

Effective January 5, 2000, the longevity premium upon completion of twenty-five (25) years of service shall be increased to 6%.

Effective January 3, 2001, the longevity premium upon completion of twenty-five (25) years of service shall be increased to 7%.

A.8 Effective September 1, 1992, a salary premium based on three percent (3%) of their actual base wage rate shall be paid to Police Captains while assigned to the position of precinct commander.

A.9 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.

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.

B.7 Internal Investigations Procedures

A. Except in criminal cases or where notification would jeopardize the investigation,

the Internal Investigations Section shall furnish the employee with a preliminary notification within ten (10) calendar days of the date the complaint is assigned for investigation by the Internal Investigations Section. 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, and, if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., IIS investigation, line investigation, EEO investigation). Except in cases of criminal investigations, or where the complexity of the investigation requires that the investigation take more time, or where an employee fails to cooperate or fully respond in a timely manner, the Internal Investigations Section will complete its investigation so that the review of the file may begin within ninety (90) days from the date of notification to the employee of the initiation of the investigation. To respond in a timely manner, an employee who is a witness or an accused must submit a full and complete written statement in response to a request within ten (10) days after the receipt of the request. The failure of an employee to respond in a timely manner will result in an extension of the 90-day limit by the additional amount of time the employee took to respond. 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 the Internal Investigations Section. After ninety (90) days from the date of notification, they will be advised of the reasons for any delay in the completion of the investigation.

B. When a named employee is to be interviewed or is required to make a statement relative to a complaint against him/her, that employee will be apprised of:

1. the general or specific law(s), rule(s), regulation(s), or procedure(s) he/she is alleged to have violated; and

2. the general nature of the act(s) which constitutes the basis for the complaint.

Nothing in this provision 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 for the purposes of the required statement.

Additional acts, allegations, or circumstances may be made the subject of a separate interview or statement.

C. 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, that employee will be afforded his/her rights under the Police Officers' Bill of Rights by that City agency.

D. Internal Investigations Interviews

1. The Internal Investigations Section may conduct in-person interviews of the complainant and named employee in the internal investigation of an allegation of violation of law, as defined by Department Manual Section 1.09.060.1.c. In addition, the Internal Investigations Section may, in any internal investigation, conduct in-person interviews of employees who fail to provide a written statement in a timely manner, or fail to provide complete answers to the questions asked in the investigation.

2. In cases other than those involving allegations of violations of law, 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. In cases involving allegations of violation of law, the minimum notice shall be one business day. The notice shall include all notice required by Article 16 of this Agreement, shall advise the employee of his/her right to representation by the Association during the interview, and shall include a list of questions the City intends to ask the employee during the interview.

3. During the course of the interview, the City may make relevant inquiries related to questions provided the employee in the notice of interview or to the employee's answers to the questions. Should the City wish to question the employee about an unrelated incident or unrelated allegations, the notification requirements set forth in this section shall be reinstated 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 IIS investigator(s) assigned to the case and one IIS command staff member (no more than three persons), and a court reporter or stenographer, if requested.

6. Unless otherwise agreed in advance, the person requesting a court reporter or stenographer shall pay all fees and costs assessed by the court reporter or stenographer and shall make available to the other party a copy of any transcription made at the cost of copying.

7. Any party to an interview conducted pursuant to this agreement shall have the right to request that they not be tape recorded and all parties shall honor such request. If the interview is tape recorded, the employee and/or the Association shall have the right to make an independent tape recording of the interview, a copy of which shall be made available to the City upon request. If an interview of a named employee is tape 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. If the interview is not tape recorded or recorded by a court reporter or stenographer, the employee shall complete a contemporaneous written statement responding to the questions asked during the course of the interview.

E. Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the Internal Investigations Section more than three years after the date of the incident which gave rise to the complaint, except:

1. in cases of criminal allegations, or

2. where the named employee 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.

F. The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint before determining whether to proceed with a full investigation of the complaint.

G. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to members of the Internal Investigations Section, Assistant Chiefs, the Legal Advisors, the Director of Police Personnel and the Chief of Police. The Chief of Police or his or her designee may authorize access to the employee's supervisor, and to others 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.

H. The Internal Investigations Section shall maintain a record showing which files have been removed from the IIS office, the date of removal, and to where the files have been transferred.

I. 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 Internal Investigations Section shall consider the circumstances and not unreasonably deny such access. If an employee has appealed proposed discipline to the Complaint Advisory Board, the employee 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.

J. It is agreed by the Employer and the Association that it is in the public interest and to their mutual benefit to maintain the confidentiality of internal disciplinary

proceedings and Internal Investigations Section files to the extent that the circumstances may reasonably allow.

K. Internal investigation files of citizen complaints, as defined by the Department Manual shall not be retained longer than the current 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 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 citizen and internal complaint procedures (SPD Manual Chapter 1.09) is hereby 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:

> If the named employee's Commander (or civilian equivalent) and the Internal Investigations Commander disagree as to the proposed disposition, the two commanders shall confer. If the two commanders are unable to agree upon a disposition after conferring, the proposed disposition will be forwarded to the named employee's Bureau Chief and Assistant Chief of the Professional Responsibility Bureau. The two commanders shall review the file and recommendation and confer. If the two commanders are unable to agree upon a disposition after conferring, the Recommended Disposition will be decided by the Chief of Police.

B.9 The parties reserve the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to disciplinary, complaint hearing and internal investigation procedures in the event agreement is reached with the Seattle Police Officers' Guild on changes. These negotiations shall not be subject to the impasse and arbitration provision of Chapter 41.56, RCW.

AMMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Effective January 1, 1999 through December 31, 2001

MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and the

SEATTLE POLICE MANAGEMENT ASSOCIATION

Covering terms and conditions of employment for the period of

January 1, 2002 through December 31, 2003

This MEMORANDUM OF UNDERSTANDING is supplemental to the January 1, 1999 through December 31, 2001 AGREEMENT (hereinafter referred to as the Expired Agreement) by and between the CITY OF SEATTLE (hereinafter referred to as the City) and the SEATTLE POLICE MANAGEMENT ASSOCIATION (hereinafter referred to as the Association).

I.

It is understood and agreed by and between the City and the Association that:

1. Except as provided below, all of the terms and conditions of the Expired Agreement shall be extended for the period of January 1, 2002 through December 31, 2003. Those terms and conditions are incorporated by reference into this Memorandum of Understanding and those terms and conditions have retroactive effect from the date of signing of this Memorandum of Understanding to and including January 1, 2002, except as those terms and/or conditions are modified or added to herein.

2. Effective January 2, 2002, the new salary schedules shall be as follows:

Classification	Start	6 mos	18 mos	30 mos	
Police Lieutenant	$6,332	$6,592	$6,864	$7,137	
Police Captain		$7,276	$7,572	$7,885	$8,200

Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to the above salaries in accordance with the following schedules:

Years of Service	Longevity Percentage	Monthly Equivalent in Dollars
Completion of fifteen (15) years of service	3%	$214
Completion of twenty (20) years of service	4%	$285
Completion of twenty-five (25) years of service	7%	$500

A salary premium based on three percent (3%) of their actual base wage rate shall be paid to Police Captains while assigned to the position of precinct commander in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Captain - Precinct Monthly Equivalent in Dollars	$218	$227	$237	$246

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 while so assigned in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Lieutenant – Bomb Squad Monthly Equivalent in Dollars	$317	$330	$343	$357

3. Effective January 1, 2003, the new salary schedules shall be as follows:

Classification	Start	6 mos	18 mos	30 mos
Police Lieutenant	$6,554	$6,823	$7,104	$7,387

Police Captain	$7,531	$7,837	$8,161	$8,487

Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to the above salaries in accordance with the following schedules:

Years of Service	Longevity Percentage	Monthly Equivalent in Dollars
Completion of fifteen (15) years of service	3%	$222
Completion of twenty (20) years of service	4%	$295
Completion of twenty-five (25) years of service	7%	$517

A salary premium based on three percent (3%) of their actual base wage rate shall be paid to Police Captains while assigned to the position of precinct commander in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Captain - Precinct Monthly Equivalent in Dollars	$226	$235	$245	$255

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 while so assigned in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Lieutenant – Bomb Squad Monthly Equivalent in Dollars	$328	$341	$355	$369

4. Retroactive pay based upon the salary schedules in paragraphs I.2, I.3 and II.2, will be paid in a one-time lump sum, with appropriate normal payroll deductions, on or about September 5, 2003.

II.

1. Effective July 2, 2003, the Department shall implement a Night Duty Commander pilot program. The Night Duty Commander program and Night Duty Commander pay will

expire at the end of the day on December 31, 2003, unless the parties agree prior to January 1, 2004 to extend that program. In the event the pilot program expires, the applicable salary schedule for captain shall thereafter be as provided in paragraph I.3 above until that salary schedule is modified by agreement of the parties or an arbitration award. During the pilot period, the designated captain serving as the Night Duty Commander shall report to the Deputy Chief of Operations or the Deputy Chief of Operation's designee. The role of the Night Duty Commander shall be to provide guidance and oversight during critical situations and he/she shall represent the Deputy Chief of Operations and the Chief of Police while on such duty. All captains shall serve in the capacity of Night Duty Commander on a rotating basis. Service as Night Duty Commander shall be subject to the following:

a. The Deputy Chief of Operations or designee shall be responsible for scheduling the Night Duty Commander shift rotations, and for approval of shift trades of Night Duty Commander duties between captains. It is the intention of the parties to this Memorandum of Understanding that the rotational Night Duty Commander assignments shall be shared as equally as possible among all captains.

b. The duty of the Night Duty Commander shall be from 0800 hours Wednesday to 0800 hours the following Wednesday. The regular work shift of a Night Duty Commander shall be Wednesday through Saturday, from 1830 hours to 0430 hours. During the week that a captain is assigned Night Duty Commander responsibility, Sunday, Monday and Tuesday will normally be considered his/her furlough days. The captain then serving as Night Duty Commander will be subject to call out as per past practice, if his/her presence is reasonably deemed necessary by the Deputy Chief of Operations or his/her designee. Departmental needs (limited to demonstrations, other unusual occurrences or critical

situations) and schedule conflicts due to illness, injury or other events may require adjustment of work shifts, furlough days, or the personnel assigned as Night Duty Commander. Any such adjustments shall be decided by the Deputy Chief of Operations or his/her designee, based upon good and reasonable cause, following consultation with the individual(s) affected by such change(s). It is agreed and understood that normally only one captain will be serving as Night Duty Commander at any one time.

c. During the week a captain serves as the Night Duty Commander, the captain so assigned shall not be expected or required to attend daytime meetings or to perform other daytime functions. Although the captain assigned Night Duty Commander duty is not normally exercising authority within his/her individual permanent assignment while assigned his/her week of Night Duty Commander duties, the captain retains responsibility for that permanent assignment and he/she is not precluded from attending to or dealing with any issues involving that permanent assignment, per that captain's professional judgment and individual discretion.

d. Every twenty-four (24) months after initially implementing the Night Duty Commander rotation, a review shall be jointly conducted by the City and the Association to determine whether any captain has performed the Night Duty Commander assignment more or less than the number of weeks he/she was scheduled or should have been scheduled to do so in the normal course of events. Captains will be considered to have fulfilled their Night Duty Commander responsibilities if they serve their duty days for the major portion of any duty week, or if their absence was due to circumstances beyond their control (e.g., PORT response, serious family emergency). Those captains who, per the review, have served in such capacity less than an appropriate number of weeks for any reason other than decisions made in the

good faith, reasonable judgment of the Deputy Chief of Operations or his/her designee,1 shall have sixty (60) days (or such longer time as the Association and the City mutually agree in writing) from the date they are notified of such deficiency, in order to perform the number of Night Duty Commander assignments necessary to have served an appropriate number of Night Duty Commander assignments over the relevant time period. Failure to have served an appropriate number of Night Duty Commander assignments by the end of the 60 days (or mutually extended time) may result in appropriate corrective action. In the event an employee is newly promoted to captain after this program has been implemented, his/her appropriate number of assignments will be judged since the time he/she is first scheduled to serve as the Night Duty Commander. Every reasonable effort will be made to avoid scheduling a captain for more than seven (7) Night Duty Commander assignments over the twenty-four (24) month period of review. Except where scheduling changes requested by the employee are the cause, a captain found to have served more than seven (7) Night Duty Commander assignments over the twenty-four (24) month period of review may elect to: (i) perform fewer Night Duty Commander assignments over the subsequent twenty-four (24) month period equivalent to the amount performed in excess of seven; or (ii) receive compensation equivalent to 1% of their annual base pay for each Night Duty Commander assignment performed in excess of seven. In the event a captain elects to perform fewer Night Duty Commander assignments, that lower number of scheduled assignments will be the standard by which they will be reviewed following the subsequent twenty-four (24) month period.

e. The parties agree to conduct labor-management meetings prior to

1 An employee will not be expected to perform a Night Duty Commander assignment to the extent he/she was unavailable for such duties due to approved leave of absence, sick leave for a continuous period of at least 14 days, or disability for a continuous period of at least 14 days.

implementation of the Night Duty Commander rotation to discuss issues relating to implementation. In the event issues that are mandatory subjects of bargaining remain unresolved, implementation of the Night Duty Commander rotation and the related pay for such duties shall be delayed until those issues are resolved through negotiation, mediation or arbitration. Following implementation, labor-management meetings shall be periodically conducted to review the Night Duty Commander rotation and to resolve any issues that may arise in connection with the pilot program.

2. Effective July 2, 2003 or the date the Night Duty Commander pilot program is implemented, whichever is later, and while a Night Duty program is in effect, as provided by paragraph II.1 above, the new base salary schedule for captain shall be as follows:

	Start	6 mos	18 mos	30 mos
Police Captain/ Night Duty Commander	$7,795	$8,111	$8,447	$8,784
Police Captain – Precinct/ Night Duty Commander Monthly Equivalent in Dollars	$234	$243	$253	$264

Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to the above salaries in accordance with the following schedules:

Years of Service	Longevity Percentage	Monthly Equivalent in Dollars
Completion of fifteen (15) years of service	3%	$222
Completion of twenty (20) years of service	4%	$295
Completion of twenty-five (25) years of service	7%	$517

3. In the event of any disagreement over the meaning, implementation or application of the terms of this Memorandum of Understanding, such disagreement shall be deemed a grievance and may be addressed by following the procedures set forth in the grievance-arbitration procedure of the Expired Agreement, and for purposes of processing any such grievance, this Memorandum of Understanding expressly incorporates the grievance-arbitration procedure of the Expired Agreement for the duration of this Memorandum of Understanding.

4. The Association agrees to withdraw its unfair labor practice complaint in PERC Case No. 16260-U-02-4160 relating to alleged skimming of bargaining unit work upon the City's demonstrating to the Association's satisfaction that the work at issue still remains within the bargaining unit.

5. The parties agree to request mediation regarding the unfair labor practice complaint (PERC Case No. 15867-U-01-4033) filed by the Association regarding the psychologist position.

SIGNED this _____ day of _____ 2003.

SEATTLE POLICE MANAGEMENT ASSOCIATION

_____
Daniel J. Oliver
President

THE CITY OF SEATTLE
Executed under Authority
Of Ordinance _____

_____
Gregory J. Nickels
Mayor,

AMMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Effective January 1, 1999 through December 31, 2001

MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and the

SEATTLE POLICE MANAGEMENT ASSOCIATION

Covering terms and conditions of employment for the period of

January 1, 2004 through December 31, 2005

This MEMORANDUM OF UNDERSTANDING is supplemental to the January 1, 1999 through December 31, 2001 AGREEMENT (hereinafter referred to as the Expired Agreement) by and between the CITY OF SEATTLE (hereinafter referred to as the City) and the SEATTLE POLICE MANAGEMENT ASSOCIATION (hereinafter referred to as the Association).

I.

It is understood and agreed by and between the City and the Association that:

1. Except as provided below, all of the terms and conditions of the Expired Agreement have been extended for the period of January 1, 2002 through December 31, 2003.[2] Those terms and conditions are also incorporated by reference into this Memorandum of Understanding and those terms and conditions have retroactive effect from the date of signing of this Memorandum of Understanding to and including January 1, 2004, except as those terms and/or conditions are modified or added to herein.

2. Effective December 31, 2003, the new monthly salary schedules shall be as follows:

2 Wages for the period of January 2, 2002 through December 31, 2002 and for the period of January 1, 2003 through December 31, 2003, respectively, were increased in an earlier Memorandum of Understanding dated July 11, 2003. This current Memorandum of Understanding acknowledges that the current wages for calendar years 2002 and 2003 were those set forth in the Memorandum of Understanding of July 11, 2003.

Classification	Start	6 mos	18 mos	30 mos
Police Lieutenant	$6,692	$6,966	$7,253	$7,542
Police Captain[3]	$7,959	$8,281	$8,624	$8,968

Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to the above salaries in accordance with the following schedules:

Years of Service	Longevity Percentage	Monthly Equivalent in Dollars
Completion of fifteen (15) years of service	3%	$226
Completion of twenty (20) years of service	4%	$302
Completion of twenty-five (25) years of service	7%	$528

A salary premium based on three percent (3%) of their actual base wage rates shall be paid to Police Captains while assigned to the position of precinct commander in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Captain - Precinct Monthly Equivalent in Dollars	$239	$248	$259	$269

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 while so assigned in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos
Police Lieutenant – Bomb Squad Monthly Equivalent in Dollars[4]	$335	$348	$363	$377

3. Effective June 30, 2004, Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to the salaries in paragraph 2 above, in accordance with the following schedules:

---

3 The salary schedule for Police Captain incorporates the Night Duty Commander pay that was initiated, on July 2, 2003, as part of the previously negotiated Night Duty program.

3 The monthly equivalent in dollars will be adjusted upwards for all longevity pay and for all premium pay due under this Memorandum of Understanding as of December 29, 2004, per ¶ 4 below.

Years of Service	Longevity Percentage	Monthly Equivalent in Dollars
Completion of fifteen (15) years of service	5%	$377
Completion of twenty (20) years of service	6%	$453
Completion of twenty-five (25) years of service	7%	$528

4. Effective December 29, 2004, the base wage rates set forth in paragraph 2 above shall be increased by one hundred percent (100%) of the percentage increase from June 2003 to June 2004 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W). The salary increase will in no case be less than 2% or greater than 7%. The amounts paid as longevity pay and premium pay will be adjusted in accordance with the new salary schedule effective December 29, 2004.

5. Effective October 5, 2005, the longevity premium upon completion of twenty-five (25) years of service shall be increased to 9%, and a new longevity premium of 10% upon completion of thirty (30) years of service shall be implemented.

6. The additional 1% longevity premium upon the completion of thirty (30) years of service, provided at paragraph I.5 above, is subject to review by both parties upon the expiration of this Memorandum of Understanding for the purpose of substitution with the City's matching deferred compensation.

II.

1. The Night Duty Commander program, as implemented by the parties' Memorandum of Understanding dated July 11, 2003, shall continue for the term of this Agreement under the same terms and conditions as established by that Memorandum of Understanding; except provided that notwithstanding anything to the contrary in the July 11 MOU, the Night Duty Commander program shall no longer be considered a pilot program.

2. In consideration of the increases to compensation provided by this Agreement, the Association agrees to withdraw any claim to funds from the 1999 demutualization of Standard Insurance. As of August 11, 2003, those funds totaled approximately $24,803.57, including accumulated interest.

3. Either party may reopen the collective bargaining agreement and this Memorandum of Understanding for the purpose of negotiating mandatory subjects of bargaining relating to (1) current employees' health care benefits including current employees' medical benefits while employed and/or after they retire; and/or the creation of a VEBA; and/or (2) discipline, internal investigation procedures, and/or disciplinary appeals. Either party

electing to reopen shall do so on or after June 1, 2004 and no later than December 31, 2004, unless the parties mutually agree in writing to another date.

4. In the event of any disagreement over the meaning, implementation or application of the terms of this Memorandum of Understanding, such disagreement shall be deemed a grievance and may be addressed by following the procedures set forth in the grievance-arbitration procedure of the Expired Agreement, and for purposes of processing any such grievance, this Memorandum of Understanding expressly incorporates the grievance-arbitration procedure of the Expired Agreement for the duration of this Memorandum of Understanding.

5. The Association's unfair labor practice complaint in PERC Case No. 15867-U-01-4033, regarding the abrogation of the psychologist position, is currently in mediation. In the event the Association and the City have not signed a complete resolution to the ULP by January 31, 2004, the City and the Association agree that the Association will withdraw the ULP and the City and the Association will submit the issue to Arbitrator Mike Beck[5] for final, binding arbitration to decide if the complaint was filed at PERC within PERC's statute of limitations under PERC standards, and it shall be a complete defense to any liability on the part of the City, if the Arbitrator finds the complaint untimely under applicable PERC standards. If, however, the Arbitrator finds the complaint to have been timely filed, then the Arbitrator's role shall be confined to fashioning an appropriate remedy. In fashioning any remedy the Arbitrator may consider but will not be bound by PERC rules, regulations or procedures, but should be primarily concerned with making employees whole and the equities of the situation; and the parties hereby stipulate that restoring the psychologist position is not an appropriate remedy under the circumstances.

6. Managing the Parking Enforcement Unit is currently bargaining unit work of the Seattle Police Management Association. In the event a determination is made by the City to abrogate the bargaining unit position of Lieutenant in the Parking Enforcement Unit, the parties agree that any and all claims relating to a loss of bargaining unit work by the Association shall be resolved as follows: (1) Effective upon the abrogation of the Lieutenant position in the Parking Enforcement Unit, a bargaining unit position of Captain will be created; and (2) In the event a civilian becomes the manager of the Parking Enforcement Unit and the unit remains in the Police Department, that civilian manager will report to the Traffic Section commander or his/her Traffic Lieutenant designee.

---

5 If Mike Beck is not available then the parties will seek Mike Cavanaugh. If Cavanaugh is not available the parties will seek to use Janet Gaunt. If Gaunt is unavailable, the parties will seek a list of seven names from the Federal Mediation and Conciliation Service, with the name to be selected by alternatively striking names until one name is left who shall serve as the arbitrator. The parties shall share equally the cost of the arbitrator and bear their own costs of presenting their respective cases.

SIGNED this _____ day of _____ 2003.

SEATTLE POLICE MANAGEMENT ASSOCIATION

_____
Daniel J. Oliver
President

THE CITY OF SEATTLE
Executed under Authority
Of Ordinance_____

_____
Gregory J. Nickels
Mayor