CITY OF SEATTLE

City Council

Agenda

Tuesday, December 9, 2025

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

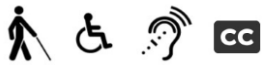
Sara Nelson, Council President
Joy Hollingsworth, Member
Debora Juarez, Member
Robert Kettle, Member
Eddie Lin, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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CITY OF SEATTLE

City Council
Agenda

December 9, 2025 - 2:00 PM

Meeting Location:
Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:
http://www.seattle.gov/council

Members of the public may register for remote or in-person Public Comment to address the Council. Speakers must be registered in order to be recognized by the Chair. Details on how to register for Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at https://www.seattle.gov/council/committees/public-comment. Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting.

In-Person Public Comment - Register to speak on the public comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting.

Written comments must be submitted prior to 10 a.m. to ensure that they are distributed to Councilmembers prior to the start of the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Comments received after 10 a.m. will be distributed after the meeting to Councilmembers and included as part of the public record.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

IRC 503 December 9, 2025

Attachments: Introduction and Referral Calendar

F. APPROVAL OF THE AGENDA

G. APPROVAL OF CONSENT CALENDAR

The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.

Journal:

1. Min 547 December 2, 2025

Attachments: Minutes

Bills:

2. CB 121136 AN ORDINANCE appropriating money to pay certain claims for the week of November 24, 2025, through November 28, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting Documents: Summary and Fiscal Note

Appointments:

CITY COUNCIL:

3. Appt 03369 Appointment of Robi Ganguly as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2026.

Attachments: Appointment Packet

FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:

4. Appt 03355 Appointment of Eddie Sherman as member, Indigenous Advisory Council, for a term to July 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Kettle, Nelson, Saka
Opposed: None

Attachments: Appointment Packet

5. Appt 03356 Reappointment of N. Iris Friday as member, Seattle Indian Services Commission, for a term to October 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Kettle, Nelson, Saka
Opposed: None

Attachments: Appointment Packet

6. Appt 03357 Reappointment of Robert E. Howard as member, Seattle Indian Services Commission, for a term to October 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Kettle, Nelson, Saka
Opposed: None

Attachments: Appointment Packet

7. Appt 03358 Reappointment of Michael L. Reichert as member, Seattle Indian Services Commission, for a term to November 30, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Strauss, Rivera, Kettle, Nelson, Saka
Opposed: None

Attachments: Appointment Packet

TRANSPORTATION COMMITTEE:

8. Appt 03329 Appointment of Tyler Blackwell as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

9. Appt 03330 Appointment of Giovanni Mottolese as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

10. Appt 03331 Reappointment of Herb Krohn as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

11. Appt 03332 Reappointment of Waylon Robert as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

12. Appt 03333 Reappointment of Priyadharshini Balan as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

13. Appt 03334 Reappointment of Zach Burton as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

14. Appt 03335 Reappointment of Dana Coppernoll-Houston as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

15. Appt 03336 Reappointment of Carolyn Tillinger as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

16. Appt 03337 Appointment of Joan Chen as member, Seattle Bicycle Advisory Board, for a term to August 31, 2026.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

17. Appt 03338 Reappointment of Madin Akpo-Esambe as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

18. Appt 03339 Reappointment of Ksenia I. Ershova as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

19. Appt 03340 Reappointment of Taylor Hom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

20. Appt 03341 Reappointment of Nia Ransom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

21. Appt 03342 Appointment of Lily Andualem as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

22. Appt 03343 Reappointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

23. Appt 03344 Appointment of Timothy Harrison Chang as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

24. Appt 03345 Appointment of Daniel Wolpert as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

25. Appt 03346 Appointment of Stuart G. Thompson as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

26. Appt 03347 Appointment of Chris Mackay as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

27. Appt 03265 — Appointment of Elizabeth Day as member, Seattle School Traffic Safety Committee, for a term to March 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

28. Appt 03266 — Reappointment of Noa Guter as member, Seattle School Traffic Safety Committee, for a term to March 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss
Opposed: None

Attachments: Appointment Packet

H. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

CITY COUNCIL:

1. CB 121132 — AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective from January 1, 2024, through December 31, 2027; and ratifying and confirming certain prior acts.

Attachments: Att 1 – Agreement By and Between The City of Seattle and Seattle Police Management Association

Supporting Documents: Summary and Fiscal Note
Summary Att 1 – Bill Draft of Agreement By and Between The City of Seattle and Seattle Police Management Association
Central Staff Memo

2. CB 121133 AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers' Guild; and ratifying and confirming certain prior acts.

Attachments: Att 1 – Seattle Police Officers' Guild Collective Bargaining Agreement
Att 2 – Memorandum of Understanding Between the City of Seattle and the Seattle Police Officers' Guild

Supporting Documents: Summary and Fiscal Note
Summary Att 1 – Bill Draft of Agreement with Seattle Police Officers' Guild
Central Staff Memo

GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT COMMITTEE:

3. CB 121131 AN ORDINANCE relating to City employment, commonly referred to as the Pay Zone Ordinance; adjusting the pay zone structures for 2026 for the City's discretionary pay programs; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Nelson, Hollingsworth, Lin, Rivera
Opposed: None

Supporting Documents: Summary and Fiscal Note

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

4. Res 32187 A RESOLUTION setting forth The City of Seattle's 2026 State Legislative Agenda.

Attachments: Exhibit 1 - City of Seattle 2026 State Legislative Agenda

Supporting Documents:
Summary and Fiscal Note
Amendment A
Amendment B
Amendment C
Amendment D
Amendment E
Amendment F
Amendment G
Amendment H
Amendment I
Amendment J
Amendment K

K. OTHER BUSINESS

L. ADJOURNMENT

Legislation Text

File #: IRC 503, **Version:** 1

December 9, 2025

SEATTLE CITY COUNCIL

December 09, 2025

Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
By: Nelson		
1. CB 121126	AN ORDINANCE amending Ordinance 127156, which adopted the 2025 Budget; making appropriations from the General Fund for food programs and reserves; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.	City Council
By: Strauss		
2. CB 121136	AN ORDINANCE appropriating money to pay certain claims for the week of November 24, 2025, through November 28, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
By: Nelson		
3. Res 32187	A RESOLUTION setting forth The City of Seattle's 2026 State Legislative Agenda.	City Council
By: Nelson		
4. CB 121141	AN ORDINANCE relating to City employment; exempting positions from the civil service system; returning positions to the civil service system; and amending Section 4.13.010 of the Seattle Municipal Code; all by a 2/3 vote of the City Council.	Governance, Accountability, and Economic Development Committee
By: Nelson		
5. CB 121142	AN ORDINANCE relating to City employment; and establishing the Deferred Compensation Analyst classification title series and corresponding rates of pay in the Seattle City Employees' Retirement System.	Governance, Accountability, and Economic Development Committee
By: Nelson		
6. Appt 03437	Reappointment of Jonathan Schirmer as member, Seattle Ethics and Elections Commission, for a term to December 31, 2028.	Governance, Accountability, and Economic Development Committee

By: Nelson

7.	Appt 03438	Appointment of Pimnipa Thawai as member, Domestic Workers Standards Board, for a term to February 28, 2028.	Governance, Accountability, and Economic Development Committee

By: Juarez

8.	Appt 03390	Appointment of Leah Martin as member, Housing Levy Oversight Committee, for a term to December 31, 2028.	Housing and Human Services Committee

By: Juarez

9.	Appt 03391	Appointment of Yuvika Tolani as member, Housing Levy Oversight Committee, for a term to December 31, 2028.	Housing and Human Services Committee

By: Juarez

10.	Appt 03392	Reappointment of Febben Fekadu as member, Housing Levy Oversight Committee, for a term to December 31, 2028.	Housing and Human Services Committee

By: Juarez

11.	Appt 03393	Reappointment of Sunaree Marshall as member, Housing Levy Oversight Committee, for a term to December 31, 2028.	Housing and Human Services Committee

By: Juarez

12.	Appt 03394	Reappointment of Dan Wise as member, Housing Levy Oversight Committee, for a term to December 31, 2028.	Housing and Human Services Committee

By: Juarez

13.	Appt 03395	Appointment of Balvina E. Cortez as member, Seattle Disability Commission, for a term to April 30, 2026.	Housing and Human Services Committee

By: Juarez

14.	Appt 03396	Appointment of Naomi Snow as member, Seattle Disability Commission, for a term to April 30, 2026.	Housing and Human Services Committee

By: Juarez

15.	Appt 03397	Appointment of Marc G. Cote as member, Seattle Disability Commission, for a term to April 30, 2027.	Housing and Human Services Committee

By: Juarez

16.	Appt 03398	Appointment of Elliott McMurray as member, Seattle Disability Commission, for a term to April 30, 2027.	Housing and Human Services Committee

By: Juarez

17.	Appt 03399	Appointment of Dominic Del Castillo as member, Seattle LGBTQ Commission, for a term to October 31, 2027.	Housing and Human Services Committee

By: Juarez

18.	Appt 03400	Reappointment of Kody L. Allen as member, Seattle LGBTQ Commission, for a term to October 31, 2027.	Housing and Human Services Committee

By: Juarez

19.	Appt 03401	Reappointment of Chris Curia as member, Seattle LGBTQ Commission, for a term to October 31, 2027.	Housing and Human Services Committee

By: Juarez

20.	Appt 03402	Reappointment of Jennifer Tran as member, Seattle Women's Commission, for a term to July 1, 2027.	Housing and Human Services Committee

By: Juarez

21.	Appt 03403	Reappointment of Kate Faoro Wright as member, Seattle Women's Commission, for a term to July 1, 2027.	Housing and Human Services Committee

By: Juarez

22.	Appt 03404	Appointment of Avery Hultgren as member, Seattle Human Rights Commission, for a term to July 22, 2026.	Housing and Human Services Committee

By: Lin

23.	CB 121143	AN ORDINANCE relating to floodplains; tenth extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.	Land Use Committee

By: Rivera

24.	CB 121139	AN ORDINANCE relating to historic preservation; imposing controls upon the Stewart House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of	Libraries, Education, and Neighborhoods Committee

		the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	
	By: Rivera		
25.	CB 121140	AN ORDINANCE relating to historic preservation; imposing controls upon Íiq'təd - Licton Springs Park, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
26.	Appt 03417	Appointment of Gabriel de los Angeles as member, Community Involvement Commission, for a term to May 31, 2026.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
27.	Appt 03418	Appointment of Timothy Turner as member, Community Involvement Commission, for a term to May 31, 2026.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
28.	Appt 03419	Appointment of Chelsea Affleck as member, Community Involvement Commission, for a term to May 31, 2027.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
29.	Appt 03420	Appointment of Elise A. Herwig as member, Community Involvement Commission, for a term to May 31, 2027.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
30.	Appt 03421	Appointment of Nada Ramadan as member, Community Involvement Commission, for a term to May 31, 2027.	Libraries, Education, and Neighborhoods Committee
	By: Rivera		
31.	Appt 03422	Appointment of Jalen M. Smith as member, Community Involvement Commission, for a term to May 31, 2027.	Libraries, Education, and Neighborhoods Committee

By: Rivera

32. Appt 03423 — Appointment of Max Chandrasekaran as member, Seattle Youth Commission, for a term to August 31, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

33. Appt 03424 — Appointment of Koreb Tadesse as member, Seattle Youth Commission, for a term to August 31, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

34. Appt 03425 — Appointment of Audrey Mai Trinen as member, Seattle Youth Commission, for a term to August 31, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

35. Appt 03426 — Appointment of Sean O'Brien as member, Pioneer Square Preservation Board, for a term to March 1, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

36. Appt 03427 — Appointment of Katrina Plewinski as member, Pioneer Square Preservation Board, for a term to March 1, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

37. Appt 03428 — Appointment of Catherine Walker as member, Pioneer Square Preservation Board, for a term to March 1, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

38. Appt 03429 — Appointment of Maya Spotted Bear as member, Pioneer Square Preservation Board, for a term to March 1, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

39. Appt 03430 — Reappointment of Maureen R. Elenga as member, Pioneer Square Preservation Board, for a term to March 1, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

40. Appt 03431 — Reappointment of Sohyun Kim as member, Pioneer Square Preservation Board, for a term to March 1, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

41. Appt 03432 — Appointment of Joe Krentz as member, Ballard Avenue Landmark District Board, for a term to June 30, 2026. — Libraries, Education, and Neighborhoods Committee

By: Rivera

42. Appt 03433 — Reappointment of Anthony R. Salazar as member, Ballard Avenue Landmark District Board, for a term to June 30, 2027. — Libraries, Education, and Neighborhoods Committee

By: Rivera

43. Appt 03434 — Appointment of Ras Peynado as member, Pike Place Market Historical Commission, for a term to December 1, 2028. — Libraries, Education, and Neighborhoods Committee

By: Rivera

44. Appt 03435 — Appointment of Alex Rasmussen as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2029. — Libraries, Education, and Neighborhoods Committee

By: Rivera

45. Appt 03436 — Appointment of Matthew D. Zinski as member, Landmarks Preservation Board, for a term to August 14, 2028. — Libraries, Education, and Neighborhoods Committee

By: Hollingsworth

46. CB 121137 — AN ORDINANCE amending the Amended Landscape Conservation and Infrastructure Program Funding Plan for the South Lake Union and Downtown as adopted by Ordinance 127252; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; making an appropriation from the Park and Recreation Fund for related costs; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

47. CB 121138

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities or designee to acquire by negotiation or eminent domain (condemnation) a parcel of land in Seattle, for utility purposes identified as King County Parcel Number 152504-9010 located at 4000 NE 41st St. and to execute, accept, and record deeds, conveyance documents, and agreements deemed by the General Manager/CEO to be necessary to this transaction on behalf of the City; placing the real property under the jurisdiction of Seattle Public Utilities; authorizing payment of all other costs associated with the acquisition; amending Ordinance 127362, which adopted the 2026 Budget including the 2026-2031 Capital Improvement Program; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

48. Appt 03405

Reappointment of Katie Garrow as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

49. Appt 03406

Reappointment of Emily Hoober George as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

50. Appt 03407

Reappointment of Eric R. Howard as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

51. Appt 03408

Reappointment of Shawn Jackson as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

52. Appt 03409

Reappointment of Gerry Johnson as member, Central Waterfront Oversight Committee, for a term to December 31, 2027.

Parks, Public Utilities, and Technology Committee

By: Hollingsworth

53. Appt 03410 — Reappointment of Edward M. Leigh as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

54. Appt 03411 — Reappointment of Pamela Quadros as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

55. Appt 03412 — Reappointment of Jim Rowe as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

56. Appt 03413 — Reappointment of Michelle A. Rusk as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

57. Appt 03414 — Reappointment of Ryan Smith as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

58. Appt 03415 — Reappointment of Donny Stevenson as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

By: Hollingsworth

59. Appt 03416 — Reappointment of Leslie Veloz as member, Central Waterfront Oversight Committee, for a term to December 31, 2027. — Parks, Public Utilities, and Technology Committee

Legislation Text

File #: Min 547, **Version:** 1

December 2, 2025

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Journal of the Proceedings of the Seattle City Council

Tuesday, December 2, 2025

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

City Council

Sara Nelson, Council President
Joy Hollingsworth, Member
Debora Juarez, Member
Robert Kettle, Member
Eddie Lin, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on December 2, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:03 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 9 - Nelson, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

C. PRESENTATIONS

The Oath of Office was administered to newly elected Councilmember Eddie Lin by Yvette De La Cruz, and then Councilmember Lin addressed the Council.

Councilmember Hollingsworth presented a proclamation proclaiming December 2, 2025, Dr. Renee McCoy Day. By unanimous consent, the Council Rules were suspended to allow Councilmember Hollingsworth to present the proclamation, and to allow Reverend Dr. Renee McCoy, Deaunte Damper, and Steven Sawyer to address the Council.

Councilmember Hollingsworth presented a proclamation proclaiming December 2, 2025 to be John Jeffrey Tucker Day. By unanimous consent, the Council Rules were suspended to allow Councilmember Hollingsworth to present the proclamation, and to allow Keith Tucker and Marie Kidhe to address the Council.

Councilmember Strauss recognized retiring City of Seattle employee Albert Ward and his many years of service to the City of Seattle. By unanimous consent, the Council Rules were suspended to allow Albert Ward to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the Council:
Yvette Dinish
Alondra Torres
Alex Tsimerman
Nathan Wall
Carolyn Malone
Harper Nelley
Howard Gale
Carlos Talavera
Holly Heep
Scott Levy
Brad Elkey
David Haines
Alberto Alvarez

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

IRC 502 **December 2, 2025**

By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

Journal:

1. Min 546 **November 21, 2025**

The Minutes (Min) were adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

Bills:

2. CB 121134 **AN ORDINANCE appropriating money to pay certain claims for the week of November 17, 2025, through November 21, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

The Council Bill (CB) was passed on the Consent Calendar by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

H. COMMITTEE REPORTS

There were no Committee Reports.

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:08 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on December 9, 2025.

Sara Nelson, Council President of the City Council

File #: CB 121136, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of November 24, 2025, through November 28, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of $14,642,449.24 on PeopleSoft 9.2 mechanical warrants numbered 4100987604 - 4100988742 plus manual or cancellation issues for claims, e-payables of $39,904.65 on PeopleSoft 9.2 9100015829 - 9100015833, and electronic financial transactions (EFT) in the amount of $109,807,836.30 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

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

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 9th of December, 2025, and signed by me in open session in authentication of its passage this 9th of December, 2025.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

_____

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

_____

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Kaitlin Klaustermeier	Lorine Cheung

1. BILL SUMMARY

Legislation Title:
AN ORDINANCE appropriating money to pay certain claims for the week of November 24, 2025, through November 28, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:
RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ■ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ **Yes** ■ **No**

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please describe any financial costs or other impacts of *not* implementing the legislation.
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.
This type of legislation authorizes payment of bill and payroll expenses for all City departments.

b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.
No.

c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.
N/A

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.
N/A

iii. What is the Language Access Plan for any communications to the public?
N/A

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.
N/A

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.
N/A

e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?
N/A

5. CHECKLIST

☐ **Is a public hearing required?**

☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**

☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**

☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:
None.

Legislation Text

File #: Appt 03369, **Version:** 1

Appointment of Robi Ganguly as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2026.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Robi Ganguly*		
Board/Commission Name: *Seattle Pedestrian Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 4/1/2024 **to** 3/31/2026 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Queen Anne*	**Zip Code:** *98119*	**Contact Phone No.:** [redacted]
Background: *Robi has been a business owner in the downtown corridor as well as a homeowner in Queen Anne, using walking and transit to commute to work as well as promoting a walking environment in his office. He believes a healthy pedestrian environment is crucial to supporting our community, promoting safety and making it livable.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **November 7th, 2025**		**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*

**Term begin and end date is fixed and tied to the position and not the appointment date.*

ROBI GANGULY

Customer obsessed technology leader

[redacted] [redacted] [redacted] [redacted]



EXPERIENCE

Advisor, Board Member, Lover of Customers

Company Name

05/2024 - Present Seattle, WA

GM, Mobile

Alchemer

01/2023 - 05/2024 Seattle, WA

CEO

Apptentive

03/2011 - 01/2023 Seattle, WA

Apptentive was founded on the principle of "Customer Love" – that every company is in the business of earning customer loyalty and commitment, and that mobile communications have become the most efficient method of earning customer trust. At Apptentive, we create software that empowers companies to start conversations with their customers, listen to them, respond accordingly, and use insights gained to build a more customer-centric mobile app and company. We power millions of mobile customer conversations every month for thousands of apps including AllRecipes, DraftKings, Evernote, IHG, Nordstrom, and Overstock.

Co-founder

DraftMVP

12/2007 - 04/2012 Location

We make use of sports data to build interesting tools for fantasy sports. Our approach towards data, the portfolio of player's statistics and the opportunity to build multiple sets of tools for fantasy sports sets us apart.

CEO

Big Ideas Strategy, LLC

05/2008 - 03/2011 Location

We're a small strategy consulting shop focused on digital communications, brand building, design and testing.

EXPERIENCE

Director, Global Advertising Marketplaces.

Yahoo!

08/2007 - 03/2008 Location

I like to ask a lot of questions and try to figure out better answers. While in this role I focused on several massive questions: I tried to answer some of these questions by doing a few things: My most ambitious project, a pitch to the executives on how to standardize design and ad inventory outlived me. While I left Y! before it weaved its way through the corporate political process, the remnants of my recommendations are visible in today's IAB standards.

- What is it that people want to do with content online?
- How much advertising is the right amount for people?
- What design decisions can publishers and advertisers make that will make their lives easier and consumers' online experiences more consistent?
- How can we make companies measure and track their design and monetization choices?
- What is it that will make advertising more valuable for people who are Yahoo! users?
- Focusing on more rigorous design constraints for properties
- Convincing the major revenue producing divisions to require that their A/B tests include monetization options
- Working with the emerging social properties (Flickr, Upcoming and others) on the introduction of advertising to community sites

Sr. Manager, Supply Management

Yahoo!

01/2006 - 08/2007 Location

In the digital ad world, what is supply? What is it that people are buying and selling in order to power the Yahoo!, Google, and Facebook? Ad impressions. In every market, there is the concept of supply & demand. The data available to those who run advertising markets is incredible. When I joined Yahoo!, most people focused on the demand side of the equation. I championed the idea that the advertising inventory that is available for sale is strategically important. At the time the senior property executives did not understand that they were meaningfully impacting the value of their supply each time one of their services went through a major redesign. This meant that they didn't ask questions about the impacts of the changes on their supply. Major revenue decisions were being made without the knowledge that meaningful and relevant data could support or question their hypotheses. This was a pretty big gap. I wanted to fix this. I had an approach that was focused on two goals:

- Increase the value of the Yahoo! display ad supply
- Precisely categorize and identify all inventory for user experience measurement

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/24	3/31/26	2	City Council
4	F	1	2.	Member	Chris Mackay	4/1/25	3/31/27	1	City Council
6	M	5	3.	Member	Wes Mills	4/1/24	3/31/26	2	City Council
			4.	Member		4/1/25	3/31/27		City Council
			5.	Member		4/1/25	3/31/27		City Council
6	F	1	6.	Member	Kelsey Nyland	4/1/24	3/31/26	1	Mayor
2	F	3	7.	Member	Lily Andualem	4/1/25	3/31/27	1	Mayor
9	M	7	8.	Member	Robi Ganguly	4/1/24	3/31/26	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/24	3/31/26	2	Mayor
6	F	5	10.	Member	Delaney Lind	4/1/25	3/31/27	2	Mayor
3	F	3	11.	Member	Stevie Rae Brown	4/1/24	3/31/26	1	Mayor
		3	12.	Get Engaged Member	Jeremy Knapp	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	4		1		1	1			3			1
Council	1	2						1		2			
Other													
Total	2	6		1		1	1	1		5			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03355, **Version:** 1

Appointment of Eddie Sherman as member, Indigenous Advisory Council, for a term to July 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Eddie Sherman*		
Board/Commission Name: *Indigenous Advisory Council*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/1/2025 **to** 7/31/2027 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *NA*	**Zip Code:** *98110*	**Contact Phone No.:**
Background: Eddie Sherman (Diné | Umóⁿ'hoⁿ) is a nationally recognized leader in strategic planning, governance, policy advocacy, and Tribal engagement on federal land management and conservation. Eddie has dedicated his life and career to advancing sovereignty, racial justice, self-determination, and building independent political power with Indigenous peoples. Eddie brings two decades of experience facilitating governance transformations, leading coalition advocacy, and guiding organizations through complex strategic planning and federal policy engagement rooted in Indigenous values and relational accountability.		
Authorizing Signature (original signature): **Date Signed (appointed):** **November 18th, 2025**	**Appointing Signatory:** Bruce A. Harrell Mayor of Seattle	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

EDDIE SHERMAN

INDIGENOUS STRATEGIST, FACILITATOR & ADVOCATE

[redacted]
[redacted]
[redacted]

SKILLS

Strategic Planning
Board Development &
Indigenous Governance
Coalition Building & Advocacy
Multi-Stakeholder Facilitation
Tribal Engagement
Strategic Communications
Organizational Development
Public Affairs
Resource Development

EDUCATION

BACHELOR OF ARTS
International Political Economy
Colorado College / 1997 – 2002
Student Body President, 2001

LEADERSHIP

GERMAN MARSHALL FUND FELLOWSHIP
2010 Fellow

AMERICANS FOR INDIAN OPPORTUNITY
AIO Ambassador

EL POMAR FOUNDATION
Senior Fellow

PROFESSIONAL PROFILE

Eddie Sherman (Diné | Umó ⁿho ⁿ) is a nationally recognized leader in strategic planning, governance, policy advocacy, and Tribal engagement on federal land management and conservation. Eddie has dedicated his life and career to advancing sovereignty, racial justice, self-determination, and building independent political power with Indigenous peoples. Eddie brings two decades of experience facilitating governance transformations, leading coalition advocacy, and guiding organizations through complex strategic planning and federal policy engagement rooted in Indigenous values and relational accountability.

EXPERIENCE

PRINCIPAL & FOUNDER
Against the Current Consulting / January 2013 to Present

Against the Current Consulting (ATCC), a Native-led public affairs consulting firm specializing in Indigenous governance, strategic planning, and policy advocacy. Founded upon Indigenous principles of respect, relationship, reciprocity, responsibility, redistribution, and restoration to advance racial justice, equity, and independent political power for Indigenous communities and communities of color.

- *Leading strategic planning, governance transformation, and policy advocacy engagements for federally recognized Tribes, urban Native nonprofits, and national Indigenous coalitions to strengthen organizational capacity, sovereignty, and collective power.*
- *Facilitating complex multi-stakeholder initiatives, including board development, executive retreats, coalition building, federal consultation processes, and communications strategies tailored to each client's cultural context and political landscape.*
- *Select clients include MacArthur Foundation, Doris Duke Foundation, Casey Family Programs, Pew Charitable Trusts, Natural Resources Defense Council, National Urban Indian Family Coalition, Native Arts and Cultures Foundation, Affiliated Tribes of Northwest Indians, Potlatch Fund, Seattle Indian Health Board, Northwest Native Chamber, United Indians of All Tribes Foundation, Chief Seattle Club, Seattle Urban Native Nonprofits.*

OF COUNSEL (FORMER PARTNER)
Hilltop Public Solutions / January 2017 to Present

Managed a range of campaigns, issue advocacy efforts, and communication projects for clients and stakeholders. Led firm's efforts to help important and underrepresented constituencies organize and maximize their influence on politics and policy in the Pacific Northwest and nationally.

- *Worked in collaboration with American Indian and Alaska Native Educators, Tribal Leaders, and educational advocates to pass Senate Bill 13 in the 2017 Oregon State Legislature. SB13 required the teaching of tribal history and sovereignty in all K-12 public schools in Oregon.*
- *Developed and implemented a comprehensive communication strategy and plan in coordination with the Coalition of Communities of Color. Deliverables include comprehensive reports on the affordable housing crisis, county-wide community-based racial equity analysis, and ongoing advocacy campaigns.*

EDDIE SHERMAN

PUBLIC AFFAIRS PROFESSIONAL

[redacted]
[redacted]
[redacted]

COMMUNITY SERVICE

NW NATIVE CHAMBER ACTION FUND (c)(4)
Founding Board President

CHIEF SEATTLE CLUB
Board Member

NATIVE VOTE WASHINGTON
Advisory Board Member

NAYA ACTION FUND (c)(4)
Founding Board Secretary

NATIVE AMERICAN YOUTH & FAMILY CENTER
Vice Chair, Board of Directors

NORTHWEST NATIVE CHAMBER
President, Executive Board

AFFILIATED TRIBES OF NORTHWEST INDIANS
Co-Chair, Climate Resilience Committee

ENERGY TRUST OF OREGON
Former Board Member

PORTLAND HUMAN RIGHTS COMMISSION
Commissioner

DENVER INDIAN CENTER
Executive Board Member

DENVER MAYOR'S AMERICAN INDIAN ADVISORY COMMITTEE
Chair & Spokesperson

EXPERIENCE continued

EXECUTIVE DIRECTOR
Oregon Native American Chamber / January 2013 to October 2014

Provided day-to-day management and oversight of ONAC and worked in collaboration with the board of directors on achieving our three-year strategic goals and activities. Led fundraising efforts in order to expand resources and services to the Native American business community in Oregon and SW Washington.

COMMUNICATIONS & DEVELOPMENT MANAGER
ONABEN: A Native American Business Network / March 2012 to December 2012
Worked collaboratively with ONABEN's management team to develop annual communication, programmatic, and resource development goals to meet the goals of the organization. Managed the Northwest Native Capital Development Peer Group initiative, a collaborative project with Craft3 and twenty-one Native community-based Native economic develop organizations.

DEVELOPMENT DIRECTOR
National Indian Child Welfare Association / December 2007 to March 2012
Responsible for managing the planning, execution, and evaluation of all resource development related activities of NICWA. Led fundraising strategy in collaboration with leadership to achieve annual resource development goals; and meeting the long-term objectives of the strategic plan.

DEVELOPMENT COORDINATOR
Denver Indian Family Resource Center / August 2006 to December 2007
Met and exceeded restricted and unrestricted funding goals by developing and implementing fundraising and communication strategies designed to generate long-term sustainable funding streams from a diversified base of renewable sources of revenue.

SPECIAL PROJECTS MANAGER & EVENT COORDINATOR
Colorado Indigenous Games Society / July 2005 to July 2006
Supervised multiple, special projects for the 2006 North American Indigenous Games (NAIG), which ranged from grant development, cultivation of sponsors, and supervising all facets of the planning, development, implementation, operation, and evaluation of projects.

SENIOR FELLOW
El Pomar Fellowship / June 2002 to May 2004

Nationally selected to participate in a highly selective, two-year post-undergraduate leadership and management program that develops the next generation of leaders in the philanthropic and nonprofit sectors.

Managed the following operating programs for the Foundation:

- *Emerging Leadership Development Program*
- *Nonprofit Leadership Program*
- *Penrose Regional Nonprofit Institute*

Indigenous Advisory Council

Nine Members: Pursuant to Ordinance 126512, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- *5* City Council-appointed
- *4* Mayor-appointed

Roster: *Updated 11/18/25

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	M		1	Tribal member-WA	Donny Stevenson	8/1/25	7/31/27	3	City Council
4	M		2	Tribal member-WA	Jay Mills	8/1/24	7/31/26	2	City Council
4	M		3	Tribal member-Any	Jeremy Takala	8/1/24	7/31/26	2	Mayor
4	F	D4	4	Indigenous Youth	Tia Yazzie	8/1/25	7/31/27	1	Mayor
4	F		5	Indigenous Elder	Suzanne Sailto	8/1/24	7/31/26	2	City Council
4	F		6	Urban Native Org	Esther Lucero	8/1/25	7/31/27	3	City Council
4	M		7	Urban Native Org	Derrick Belgarde	8/1/24	7/31/26	2	City Council
4	M		8	Urban Native Org	Eddie Sherman	8/1/25	7/31/27	1	Mayor
4	F	D5	9	Urban Native Org	Jaci McCormack	8/1/24	7/31/26	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	Transgender	NB/ 2S / U	(3) Asian	(4) Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	(6) Caucasian/ Non-Hispanic	(7) Native Hawaiian/ Pacific Islander	(8) Middle Eastern
Mayor	2	2						4			
Council	3	2						5			
Total	5	4						9			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **2S=** Two Spirit **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03356, **Version:** 1

Reappointment of N. Iris Friday as member, Seattle Indian Services Commission, for a term to October 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *N. Iris Friday*		
Board/Commission Name: *Seattle Indian Services Commission*		**Position Title:** *Chair, Governing Council*
☐ **Appointment** ***OR*** **x Reappointment**	**Council Confirmation required?** **x** Yes ☐ No	
Appointing Authority: ☐ Council **x** Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** *11/1/2025* **to** *10/31/2028.* ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *SISC Serves Seattle & King County*	**Zip Code:** *98122*	**Contact Phone No.:** [redacted]
Background: N. Iris Friday (Tlingit) is the Chair of the Seattle Indian Services Commission and a Native American Program Specialist at the U.S. Department of Housing and Urban Development. She brings decades of experience advancing affordable housing and asset-building in Tribal communities across the country. A nationally recognized expert on Native housing and financial empowerment, Iris has also served in leadership roles with Native Action Network, the Center for Women and Democracy, and the Seattle Tlingit and Haida Community Council. She holds a bachelor's degree in Political Science from the University of Washington and a Master of Public Administration in Tribal Governance from Evergreen State College.		
Authorizing Signature (original signature):  **DATE:** September 16th, 2025	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

N. Iris Friday

[redacted]

PROFESSIONAL HIGHLIGHTS

- Action oriented work plans focused on innovation, collaboration, coalition building, and proactive results
- Manage programs and projects with local, regional, and national results
- Recognized both within and outside of government for leadership, community development, and volunteerism

PROFESSIONAL GOAL

To provide quality service to our clients that builds individual and Tribal capacity resulting in expanded housing opportunities and strong, Tribal economies.

WORK EXPERIENCE

U.S. Dept. of Housing & Urban Development
Native American Program Specialist **June 2019 – Present**
Office of Performance and Planning **40 hrs**
Headquarters, WA DC - Out stationed to Seattle, WA

The Office of Performance and Planning oversees all major policy matters impacting the Office of Native American programs, formulation of the President's annual budget, congressional matters, intergovernmental relations, Tribal consultation, and special projects.

POLICY DEVELOPMENT
In my role, I draft, review and edit proposed HUD policies, budget justifications, NOFO's; coordinate Tribal consultation sessions with other HUD departments; advise on issues related to Tribal engagement and provide recommendations on how to connect with other organizations and develop outreach plans.

Specifically, I have advised the Office of Housing Counseling, SNAPS, Department of Energy, Administration for Native Americans, Veterans Affairs, Office of Children and Family Services, and others on how to develop outreach plans to connect with Tribal groups. My role also includes coordinating multiple staff and departments on how best to connect with Tribes, Tribally Designated Housing Entities, and other Tribal entities.

In my personal and professional life I am connected to and have worked with Tribes, TDHEs, and Native nonprofits across the country and am knowledgeable on who best to connect with to implement HUD and other Federal initiatives. As a result, I am tasked with drafting recommendations on how best to move forward and support other Federal agency initiatives.

INTERGOVERNMENTAL RELATIONS
In my role, I am tasked with working with Federal agencies, national intermediaries, urban Native nonprofits, Tribes, and other HUD departments on how best to draft Tribal Engagement strategies. I have drafted engagement strategies that resulted in consultation sessions that included Secretary Fudge, Deputy Secretary Todman, Deputy Assistant Secretary Frechette and other agencies to connect with Tribal leaders.

I have served on numerous HUD and national task forces and ad hoc committees that have resulted in new partnerships, webinars, publications, and guidance for Tribes and TDHEs. Specifically, I served on the Tribal Healthy Homes Initiative that resulted in a series of handbook publications for Tribes and TDHEs. I have overseen ONAP's Asset Building Summits, national best practices, interagency coordination, and internal team building. For instance, I developed a sharepoint site that highlights ONAP employees as a tool for team building. IT support highlighted this sharepoint site as a HUD site that was extremely well designed.

SPECIAL PROJECTS

Northwest Office of Native American Programs
Native American Program Specialist **Jan 2004 – June 2019**
Seattle, WA 98104

The Northwest Office of Native American Programs (NWONAP) is entrusted with serving the 42 tribes of Washington, Oregon, and Idaho. In my role as a Native American Program Specialist I was responsible for ensuring that our department upholds the government-to-government relationship by proactively addressing the housing and community development needs of Tribal communities.

HOUSING AND COMMUNITY DEVELOPMENT

- Developed an Outreach & Marketing plan for NWONAP's Title VI & Section 184 Indian Home Loan Guarantee Program that resulted in a 500% increase in 184 Indian Home loan activity and millions of dollars in Title VI loan activity. As a result, the Section 184 loan program grew from 53 loans per year to approximately 300 loans per year resulting in nearly 60 million in mortgage lending. Annually, our Title VI loan activity ranges from 2 - 9 million dollars in loans for affordable housing development.
- Partnered with the Department of Interior's Bureau of Indian Affairs to provide training for lenders on how to do trust land transactions. Outlined the Title Status Report process, mortgage approval and recordation process, and the functions of the Realty Office versus the Land Title and Records Office (LTRO). As a result I developed a regional directory of
  key contacts for Realty offices, LTRO staff, along with a synopsis of trust land transactions. A final outcome is that our Section 184 Lenders have quick access to Title Status Reports.
- Partnered with the Bureau of Indian Affairs, the San Francisco Federal Reserve, and Veterans Affairs staff to host a series of workshops on "Connecting the Dots to Homeownership on Tribal Lands" that resulted in five workshops held throughout Washington, Oregon, and Idaho. I developed the agenda, provided marketing, and presented several workshop topics. Outcomes included: new partnerships with lenders, new tribes approved for the Veteran Affairs Native American Direct Loan, and renewed collaboration between the Federal agencies.

- Partnered with the San Francisco Federal Reserve to form the Oregon and Idaho Federal Working Groups on Indian Affairs. In addition to hosting regular meetings to discuss how best to serve Tribes, I took the lead in developing a one day training agenda on "Working Effectively with Tribal Governments" for state and federal employees. Both workshops were oversubscribed and at maximum capacity.

SPECIAL PROJECTS

- Wrote a white paper on Native Veterans and HUD-VASH that addressed the challenges Native Veterans have in accessing HUD-VASH vouchers on reservation. The paper was utilized as a conversation starter that highlighted the need to create a Native HUD-VASH program.
- Presented to the Affiliated Tribes of Northwest Indians on HUD-VASH and oversaw the consultation discussions related to Native HUD-VASH.
- Collaborated with the Native Veterans Affairs division to address HUD-VASH and the housing needs of Native Veterans. As a result, I presented at numerous VA conferences throughout our region.
- Organized regional and national HUD seminars and summits that required managing planning teams, budgets, and developing the agenda.

ASSET BUILDING

I am a nationally recognized expert on Asset Building in Native communities and am regularly invited to present at conferences and host workshops.

- I advocated for and received approval to organize three national Native Asset Building conferences for HUD's Office of Native American Programs. In this role I managed the planning to develop a two-day agenda for 150 Tribal attendees. All conferences were a resounding success with evaluations that ranked the conference at a 96% success rate.
- Collaborated with our federal partners at USDA Rural Development, the Minneapolis Federal Reserve, First Nations Development Institute, Oweesta, Lakota Fund, and the Oklahoma Native Asset Building Coalition to present and assist with marketing the event.
- Co-Founded the Northwest Native Asset Building Coalition (NWNABC) that formed in November 2005 as a result of a meeting and training session that I organized. The NWNABC, is still in operation in 2023.

EARNED INCOME TAX CREDITS

HUD and the Internal Revenue Service (IRS) have a Memorandum of Understanding to promote Earned Income Tax Credits (EITC) to Public and Indian Housing Residents. I utilized the MOU to develop strong partnerships with the IRS to promote EITC in tribal communities by:

- Providing trainings to tribes on the EITC as an opportunity for families to pursue homeownership.
- Partnering with the IRS SPEC officers to provide trainings on Volunteer Income Tax Assistance Sites. There are now three VITA sites in Washington that bring in hundreds of thousands of dollars in EITC tax refunds for their tribal members.
- Presenting to the Affiliated Tribes of Northwest Indians general assembly.
- Working with the Internal Revenue Service Stakeholder Partnership, Education and Communications staff to bring together Native non-profits, housing and community development organizations, to highlight the Earned Income Tax Credit (EITC) and how non-profit organizations could take a leadership role in marketing the EITC, free tax preparation, and connecting families to asset building opportunities, such as home ownership, college, and small business development.

Non-profits in attendance recommended the creation of a more formal entity to address EITC and asset building throughout Washington, Oregon, and Idaho. I organized a team of community stakeholders and created a work plan that made the NWNABC a reality and now exists as a non-profit organization. The NWNABC has trained numerous tribal housing counselors, financial coaches, and expanded asset building throughout tribal communities in Washington, Oregon, and Idaho.

TRAININGS

I am a certified financial education counselor, Pathways Home counselor, and Earned Income Tax Credit expert.

- Provided numerous trainings for northwest tribes on Section 184 Indian Housing Loan Guarantees, Title VI loan guarantees, homebuyer education, financial education, earned income tax credits, asset building, and utilizing government guarantees for economic development.
- Regularly invited to present at state, regional, and national conferences. I have presented at numerous regional and national conferences including: Department of Justice, National American Indian Housing Council, Affiliated Tribes of Northwest Indians, Center for Financial & Economic Development, National Community Tax Coalition, USDA Rural Development, Bureau of Indian Affairs, Buder Center, the San Francisco Federal Reserve, Department of Interior, USDA Rural Development, and Washington University.
- Responsible for facilitating numerous Government-to-Government Consultation sessions for HUD's Office of Native American Programs, including those on President Obama's Consultation Policy and the Native HUD-VASH program.

EDUCATION

Associate of Arts Degree - Seattle Central Community College, Seattle, WA
Bachelor of Arts Degree in Political Science - University of Washington, Seattle, WA
John F. Kennedy School of Government Executive Program
Masters in Public Administration – Tribal Governance

HONORS & AWARDS

- Honoree, Seattle Indian Health Board, Adeline Garcia Award, 2022
- Honoree, Potlatch Fund, Antone Minthorn Economic & Community Development Award, 2015
- Recipient, HUD Secretary Donovan's Award for Excellence, 2014
- Recipient, Excellence in Public Service Recognition, (SFEB), 2014
- Honoree, *"Heritage Keepers,"* Women of Color Empowered, 2012
- Honoree, Northwest Indian Housing Association, HUD Employee of the Year, 2012
- Recipient, *Flying Eagle Woman Award for Community Based Philanthropy,* Native Americans in Philanthropy, 2011
- Recipient, Excellence in Public Service Recognition, SFEB, 2011
- U.S. Dept. of Housing & Urban Development Star Peer Recognition, 2010
- Recipient, Excellence in Public Service Recognition, SFEB, 2007
- Recipient, Minority Executive Director's Coalition, Bernie Whitebear Unity Award, 2003
- Recipient, Tlingit & Haida Council Award for Outstanding Community Service, 2001

NATIONAL ACCOMPLISHMENTS

Leadership Kitsap, Class of 2013 – A one-year leadership initiative focused on leadership and professional development, community development, and a final community project. My project, entitled, "Kills Pill" resulted in a prescription drug take back program at the Kitsap County Sheriff's Office.
2013 Delegate to the Center for Women and Democracy's Global Networking trip to Rawanda. Presented on "Historical Trauma."
2009 Delegate to Morocco, Center for Women and Democracy's Global Networking Committee.
2008 Delegate, 3rd Indigenous Leaders Summit of the Americas, Panama
Certificate, John F. Kennedy School of Government Executive Program, Harvard University, September 1999

VOLUNTEER WORK

- Treasurer, Native Action Network. Provide leadership training to women and young women. Oversee an annual budget of $1.3 million. Organize the training curriculum.
- 2009 –2015 Board member and past Chair, former Chair of the Leadership Institute, Center for Women and Democracy
- 2013-2015 – Delegate, Tlingit & Haida Washington Chapter

Seattle Indian Services Commission

5 Members: Pursuant to Ordinance 103387 and Revised Charter adopted in 2012, all members subject to City Council confirmation, 3-year terms:

- 1 Mayor- appointed
- 4 Other Appointing Authority: SISC Governing Council
  (Note: Existing members represent previous appointing authorities (moving to Governing Council appointments at end of current term).

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	N. Iris Friday	11/1/25	10/31/28	8	Mayor
4	M	N/A	2.	Member	Robert E. Howard	11/1/25	10/31/28	2	Governing Council
			3.	Member					Governing Council
4	M	N/A	4.	Member	Michael L. Reichert	12/1/25	11/30/28	4	Governing Council
4	F	N/A	5.	Member/ Treasurer	Misha Rodarte	7/1/23	6/30/26	2	Governing Council

SELF-IDENTIFIED DIVERSITY CHART

	Male (1)	Female (2)	Trans-gender (3)	NB/ O/ U (4)	Asian (5)	Black/ African American (6)	Hispanic / Latino (7)	American Indian/ Alaska Native (8)	Other (9)
Mayor		1						1	
Council	2	2						3	
Other									
Total	1	3						4	

	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor				
Council				
Other				
Total				

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03357, **Version:** 1

Reappointment of Robert E. Howard as member, Seattle Indian Services Commission, for a term to October 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Robert E. Howard*		
Board/Commission Name: *Seattle Indian Services Commission*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☑ **Reappointment**	**Council Confirmation required?** ☑ Yes ☐ No	
Appointing Authority: ☐ Council ☐ Mayor ☑ Other: *SISC Governing Council*	**Term of Position: *** Term begin: *11/1/2025* **to** Term end: *10/31/2028*. ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Snoqualmie*	**Zip Code:** *98065*	**Contact Phone No.:** [redacted]

Background:

Robert E. Howard (Apache), is a citizen of the San Carlos Apache Tribe and was born and raised in both Seattle, WA and on his Tribe's reservation in Arizona. He currently serves as the Tribal Liaison for Elevance Health – Wellpoint, WA, engaging with all 29 federally recognized Tribes in Washington State. Robert has over 20 years of leadership in Tribal governance, operations, and economic development. His career spans service as a Tribal Councilman, Vice Chairman, and Administrative Advisor for the San Carlos Apache Tribe, as well as executive roles in Tribal enterprise and managed care. With deep expertise in Tribal Sovereignty and a strong network among Tribal and public sector leaders, Robert is a dedicated advocate for Native self-determination and sustainable development.

This reappointment represents Mr. Howard's second term.

Authorizing Signature (original signature): Iris Friday (Sep 16, 2025 17:01:11 PDT)	**Appointing Signatory:** *N. Iris Friday* *Seattle Indian Services Commission Chair*

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Robert E. Howard, MBA, THRP

[redacted]

Introduction

Senior leader with over 20+ years of experience and expertise in Tribal government operations, Tribal enterprise business development/operations. Sharp interpersonal skills and an acute understanding of Tribal structures with a profound respect for Native Customs, Culture, Language and Traditions.

Experience

State of Washington Tribal Liaison

Wellpoint Washington, Inc. Seattle Washington, WA

January 2023 – Present

The Tribal Liaison for the 29 Tribes in Washington builds partnerships, establishes clear communication, and offers solutions through a culturally appropriate delivery system for American Indians and Alaska Natives (AI/AN). Tribal collaboration with IHCPs (Indian Health Care Providers), community-based organizations (CBOs), and the Washington Health Care Authority to support service delivery. Culturally appropriate care and coordination for plan members, respect for Tribal sovereignty, and collaboration on cultural humility.

General Manager Tribal Operations

Sauk Suiattle Indian Tribe, Darrington, WA

March 2021 – October 2022

The General Manager shall carry out the operations of the Tribe in accordance with Tribal law. The direct primary responsibilities of the General Manager shall include exercising oversight, administrative and employment development functions pertaining to the management of the Sauk-Suiattle Indian Tribe Governmental operations and personnel. This position performs executive-level planning, organizing, directing

and evaluation of departments and programs as well as grant administration and oversight.

General Manager

Snoqualmie Indian Tribe, Snoqualmie, WA

October 2019 – February 2021

Oversee, and is responsible for, the administrative operations of the Snoqualmie Indian Tribe in accordance with Tribal policy, law, and the goals and initiatives of the Snoqualmie Tribal Council. Responsible for the overall planning, forecasting, and evaluation of the Snoqualmie Indian Tribe Administration programs and services. The General Manager is required to perform a variety of complex management and administrative functions.

Chief Executive Officer

San Carlos Apache Tribe - PDEE, Peridot, AZ

May 2012 – October 2019

Coordinate and strategize the development and profitability of seven Tribal Enterprises and six subsidiaries. The goal of keeping tribal money tribal while at the same time developing a local workforce to improve socio-economic standing of Tribal Members.

Systems Accountant

San Carlos Apache Tribe - Finance, San Carlos, AZ

December 2010 – May 2012

Assist in the Finance Department from Accounts Payable to Fixed Assets management. Primary responsibility in moving/managing accounting system processes across the Tribe from a papered environment to a remote paperless platform across 60 departments.

Administrative Advisor to the Chairman

San Carlos Apache Tribe - Admin, San Carlos, AZ

December 2006 – December 2010

Administrative support to the Chairman's Office in regard to Community outreach/projects, Department budgetary and goal compliance, and State and Federal communication on Tribal initiatives. Primary contact for Veterans, Elder and Youth driven components for Tribal Council action and or support.

Tribal Vice-Chairman

San Carlos Apache Tribe, San Carlos, AZ

December 2002 – December 2006

Public Official elected to a 4-year term to help direct the Tribe, along with other members of the Council, in all aspects of Tribal financial operations.

Tribal Council Member

San Carlos Apache Tribe, San Carlos, AZ

December 2000 – December 2002

Legislative member of the Council responsible for District needs and part of the larger Council in financial, social and economic decision making for the Tribe.

Education

Master of Business of Administration

Arizona State University, Tempe, AZ

B.S. Accounting

Arizona State University, Tempe, AZ

B.S. American Indian Studies

Arizona State University, Tempe, AZ

Certifications THRP – Tribal Human Resources Professional

National Native American Human Resources Association

Seattle Indian Services Commission

5 Members: Pursuant to Ordinance 103387 and Revised Charter adopted in 2012, all members subject to City Council confirmation, 3-year terms:

- 1 Mayor- appointed
- 4 Other Appointing Authority: SISC Governing Council
  (Note: Existing members represent previous appointing authorities (moving to Governing Council appointments at end of current term).

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	N. Iris Friday	11/1/25	10/31/28	8	Mayor
4	M	N/A	2.	Member	Robert E. Howard	11/1/25	10/31/28	2	Governing Council
			3.	Member					Governing Council
4	M	N/A	4.	Member	Michael L. Reichert	12/1/25	11/30/28	4	Governing Council
4	F	N/A	5.	Member/ Treasurer	Misha Rodarte	7/1/23	6/30/26	2	Governing Council

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Trans-gender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic / Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		1						1					
Council	2	2						3					
Other													
Total	1	3						4					

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03358, **Version:** 1

Reappointment of Michael L. Reichert as member, Seattle Indian Services Commission, for a term to November 30, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Michael L. Reichert*		
Board/Commission Name: *Seattle Indian Services Commission*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☑ **Reappointment**		**Council Confirmation required?** ☑ Yes ☐ No
Appointing Authority: ☐ Council ☐ Mayor ☑ Other: *SISC Governing Council*	**Term of Position: *** Term begin: 12/01/2025 **to** Term end: *11/30/2028*. ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Maple Valley*	**Zip Code:** *98038*	**Contact Phone No.:** [redacted]

Background:

Mr. Michael L. Reichert was appointed in 1979 as President & CEO of Catholic Community Services of Western Washington and Catholic Housing Services. In 2002, he became President and Trustee of the Catholic Charities Foundation of Western Washington. He also served for three years as a Commissioner to the Washington State Housing Finance Commission. Now President Emeritus of CCSWW, he was responsible for combined budgets exceeding $170 million and managed more than 3,300 employees. He brings an extensive background in housing development, human services, employment/training programs, and financial management.

Mr. Reichert's other activities include supporting the Billy Frank Leadership Institute, Board member/Treasurer at the WaHelut Indian School (Olympia), Senior Fellow with the Wildflowers Institute (San Francisco), Chairperson/Founding Father of the Low Income Housing Institute, Chief Financial Officer for the Puyallup Tribe of Indians, and Development Consultant for the North central Montana Coalition. Michael is a graduate of Central Washington University and is an enrolled member of the Minnesota Chippewa Tribe, White Earth Indian Reservation.

This reappointment represents Mr. Reichert's fourth term.

Authorizing Signature (original signature): Iris Friday (Sep 16, 2025 16:59:52 PDT)	**Appointing Signatory:** *N. Iris Friday* *Seattle Indian Services Commission Chair*

**Term begin and end date is fixed and tied to the position and not the appointment date.*

[redacted] [redacted]

Michael L. Reichert

Current Position

President, Catholic Community Services of Western Washington; President, Catholic Housing Services of Western Washington; President, Catholic Charities Foundation

Summary of Qualifications

Visionary experienced leader, locally and nationally. Outstanding communication skills. Extensive management experience in social services, housing and advocacy organizations. Extensive knowledge of government policies. Serves as leader and organizer of the Social Services and Housing arms of the Roman Catholic Church in Western Washington. Demonstrated ability at structuring and transforming complex service organizations into integrated service delivery networks. Combined budgets exceeding $300 million and 4,100 staff. Enrolled member Minnesota Chippewa Tribe, White Earth Indian Reservation.

Professional Experience

1979 – Present
Catholic Community Services (CCS) and Catholic Housing Services (CHS), Seattle, WA
President and Chief Executive Officer

- Directs day to day activities of CCS and CHS, which combined are the largest non-profit social service organization in Washington State with an annual budget of more than $300 million and a staff of more than 4,100.
- Formulates organizational goals and objectives. Establishes administrative and program systems.
- Approves operational policies and procedures in areas such as personnel, legal, finance, advocacy, public relations, and fund development. Oversees subordinate or affiliated organizations.
- Recruits, appoints and supervises management staff.
- Advocates for CCS/CHS clients, staff and programs. Represents CCS/CHS to the public, media and government.

1995 – 1999
Puyallup Tribe of Indians/Puyallup International, Inc. Tacoma, WA
Finance Committee Member and Advisor

1975 – 1979
Puyallup Tribe of Indians, Tacoma, WA
Director of Federal Programs

- Managed the Tribe's employment and training programs as well as all federally funded support activities.
- Served as Executive Staff to the Tribal Council.
- Represented the Tribe and National Congress of American Indians on employment, training and economic development issues before the US Congress.

[redacted] [redacted]

1976-1977
Maple Valley Community Center, Maple Valley, WA
Executive Director

- Founded and helped fund the Greater Maple Valley Community Center in its first year of operation.
- Co-founded and elected to the Greater Maple Valley Community Council and served as its Vice-Chair for 2 years.

1974-1976
Small Tribe Organization
Health Study Director, Assistant CETA Director

- Served as Assistant Director for Employment and Training for 18 reservation and non-reservation Indian Tribes in Western Washington.
- Served as Director of Comprehensive Health Study of off-reservation Indians in Washington State. Reported results of the two-year study to the United States Congress.

Leadership roles and affiliations

Chairperson, National Catholic Housing Commission 1988-1993
Chairperson, Low Income Housing Institute 1992-1993
Chairperson, National Indian & Native American Employment & Training Coalition 1976-1979
Chairperson, McCauley Institute, Washington D.C. 1985-1991
Chairperson and President, Archdiocesan Housing Authority 1991-1999
Board member and Treasurer, WA He Lut Indian School
Vice-President and Senior Fellow, Wildflowers Institute in San Francisco
Board Member and Treasurer, Puyallup International Incorporated
Board Member, Catholic Charities USA Washington D.C. 1986-1989
Board Member, Northwest Harvest 1986-1993
Board Member, Intercommunity Housing 1991-1993
Vice-Chairperson, Greater Maple Valley Council 1976-1978

Education

1970 – 1974
Central Washington University, Ellensburg, Washington
BA/Communication and Native American Studies – Cum Laude

Seattle Indian Services Commission

5 Members: Pursuant to Ordinance 103387 and Revised Charter adopted in 2012, all members subject to City Council confirmation, 3-year terms:

- 1 Mayor- appointed
- 4 Other Appointing Authority: SISC Governing Council
  (Note: Existing members represent previous appointing authorities (moving to Governing Council appointments at end of current term).

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	N. Iris Friday	11/1/25	10/31/28	8	Mayor
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			3.	Member					Governing Council
4	M	N/A	4.	Member	Michael L. Reichert	12/1/25	11/30/28	4	Governing Council
4	F	N/A	5.	Member/ Treasurer	Misha Rodarte	7/1/23	6/30/26	2	Governing Council

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Trans-gender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic / Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		1						1					
Council	2	2						3					
Other													
Total	1	3						4					

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03329, **Version:** 1

Appointment of Tyler Blackwell as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Tyler Blackwell*		
Board/Commission Name: *Seattle Freight Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Queen Anne*	**Zip Code:** *98109*	**Contact Phone No.:** *Business phone # - NOT personal phone #*
Background: *Tyler Blackwell is the transportation planner for the SODO Business Improvement Area and regularly engages with individual businesses to understand their operations, while also studying the broader freight ecosystem and identifying systemic strengths and challenges. He believes Seattle's freight network is vital to our region's economic health and municipal functions.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Tyler Blackwell

Professional Summary

Transportation Planner with expertise in public policy, infrastructure planning, and strategic civic advising. Adept at stakeholder engagement, spatial analysis, and cross-sector collaboration. Proven success in promoting green infrastructure, responsible mobility solutions, and transparent civic processes.

Education

University of Washington – Evans School of Public Policy & Governance | Graduated: June 2022
Master of Public Administration in Public Financial Management
University of Illinois at Urbana-Champaign | Graduated: May 2020
Bachelor of Science in Integrative Biology and Geography & GIS

Experience

Transportation Planner
SODO Business Improvement Area | Seattle, WA | ***Jan. 2023 – Present***

- Lead the transportation program to bolster safety, mobility, and connectivity in Seattle's industrial district
- Foster relationships with local governments and peer organizations to bring benefit to over 1200 businesses
- Provide technical review of transportation, environmental, and civil infrastructure investments
- Resolve complex freight and business access issues for businesses
- Coordinate event and construction plans with stadium, community, and agency partners
- Published the ***SODO Green Space Plan*** and secured funds to build SODO's first park

Board Member
Levy to Move Seattle Oversight Committee | Seattle, WA | ***May 2023 – Dec. 2024***

- Appointed to the Committee to review the Levy to Move Seattle's programmatic successes and shortcomings
- Collaborated with committee members to provide recommendations to the Seattle City Council on the creation of the 2024 Seattle Transportation Levy

Policy Consultant (Capstone Project)
University of Washington, in partnership with Seattle Public Utilities | ***Dec. 2021 – June 2022***

- Designed and executed a study to understand equity barriers related to establishing a foodware reuse system in Seattle
- Conducted interviews and multilingual surveys with dozens of small businesses across the city
- Analyzed equity barriers geographically, qualitatively, and quantitatively
- Published a full report and presented policy recommendations to city stakeholders

Policy Intern
Washington State Senate Committee Services | Olympia, WA | ***June 2021 – Aug. 2021***

- Detailed considerations for establishing a water court system in Washington
- Drafted mock transportation legislation
- Analyzed the efficacy of Washington's Aquatic Invasive Species Management program
- Examined the state budget to prepare the Senate's "Budget Universe" infographic
- Developed a briefing on best practices when presenting to elected officials

Skills

Technical: Data & Policy Analysis, ArcGIS, Microsoft Excel, Strategic Planning, Qualitative Research
Soft Skills: Stakeholder Management, Cross-Sector Collaboration, Public Speaking, Relationship Building, Leadership, Project Management

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		-	1.	Member	Marc Hoecker	6/1/2024	5/31/2026	1	City Council
		1	2.	Member	Dan McKisson	6/1/2024	5/31/2026	2	City Council
6	M	7	3.	Member	Tyler Blackwell	6/1/2025	5/31/2027	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2024	5/31/2026	2	Mayor
6	F	3	5.	Member	Nicole Callais	6/1/2024	5/31/2026	1	Mayor
6	M	2	6.	Member	Nigel Barron	6/1/2024	5/31/2026	2	Mayor
6	M	1	7.	Member	Stuart G. Thompson	6/1/2025	5/31/2027	1	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2025	5/31/2027	2	City Council
6	M	7	9.	Member	Giovanni Mottolese	6/1/2025	5/31/2027	1	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2025	5/31/2027	2	City Council
6	M	6	11.	Member	Stanley Ryter	6/1/2024	5/31/2026	2	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1								6			
Council	2									2			
Other		1								1			
Total	7	2								9			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**
Diversity information is self-identified and is voluntary.

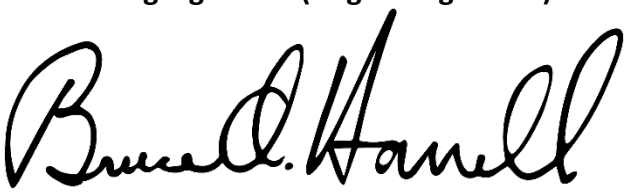
Legislation Text

File #: Appt 03330, **Version:** 1

Appointment of Giovanni Mottolese as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Giovanni Mottolese*		
Board/Commission Name: *Seattle Freight Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Queen Anne*	**Zip Code:** *98119*	**Contact Phone No.:** *Business phone # - NOT personal phone #*
Background: *Giovanni Mottolese is a supply chain program manager and brings a systems-oriented, analytical perspective grounded in real-world experience with large scale supply chain programs in multi-billion dollars companies across tech, consumer goods, ecommerce, and retail. He cares deeply about how freight systems interact with neighborhoods, streets, and people and wants to help ensure that freight policy reflects both economic needs and community values.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Giovanni Mottolese

Summary

Engineering Program Manager with 10+ years of international experience in consumer goods and cloud computing infrastructure manufacturing, as well as retail operations. Specializes in supply chain management, lean six sigma, and quality control. Passionate about building and scaling innovative products, programs, and services to solve real-world challenges.

Experience

JAN 2025 – PRESENT

Sr. Supply Chain Program Manager | Microsoft | Redmond, WA

- Lead cross-functional new server product introduction programs across global supply chain operations, ensuring execution excellence, milestone alignment, and risk mitigation for complex Azure hardware platforms.

FEB 2019 – JAN 2025

Sr. Product and Program Manager | Amazon | Seattle, WA

- Managed $1B+ annual AWS server rack supply across four global ODM sites, achieving 90%+ on-time delivery through vendor collaboration and system improvements, while reducing costs by $10M+ via new reverse logistics strategy for stranded racks.
- Crafted and initiated a $10M+ supply chain tech investment strategy for Amazon's cashier-less convenience stores, including demand forecasting, buying, logistics, sales, marketing, operations planning, and in-store operations tools.
- Launched and scaled new retail operations programs, including the upgrade of just-walk-out technology fixtures and tools, shrink reduction initiatives, and the launch of a new national store format featuring exclusive made-to-order food service.
- Reduced U.S. consumables private brand SKUs with less than 4-star ratings by 50% by launching and running a program that leveraged natural language processing (NLP) to detect and resolve service and product quality issues at scale.
- Supported $500M+ in consumables private brand sales across multiple product categories by leading supplier qualification, pilot production validation, and post-commercialization product quality assurance and supplier performance monitoring.

JUN 2016 – JAN 2019

Sr. Manufacturing Quality Engineer | Luxottica | Foothill Ranch, CA

- Oversaw a team of quality engineers, technicians, and inspectors to establish and continuously improve quality assurance processes, systems, and products in a manufacturing plant producing 10M+ eyewear units per year.
- Reduced scrap by 50%+ by building business intelligence reports, leading process optimization initiatives, and introducing new quality control methods for plastic injection molded components, such as 3D laser scanning technology.

JAN 2013 – DEC 2015

Supply Chain and Quality Management | Whirlpool | Europe (Multiple Locations)

- Supported the launch of a new manufacturing plant producing 300K+ microwave ovens per year by establishing quality management systems, ensuring adherence to industry standards, and driving a culture of operational excellence.
- Reduced warranty costs for the dishwasher product category in Italy by 50% by designing a product knowledge management system for customer support, enhancing troubleshooting, streamlining processes, and improving customer satisfaction.
- Built a web-based supply chain KPI dashboard for European sites that streamlined data visualization and analysis and empowered stakeholders with real-time insights for informed decision-making and optimized operational efficiency.

Skills

Program Management • Supply Chain Management • Lean Manufacturing • Supplier Management • Certified Six Sigma Black Belt (CSSBB) • Certified Quality Engineer (CQE) • Data analytics • Software Product Management

Education

DEC 2011

Master of Science in Mechanical Engineering | Polytechnic University of Milan | Milan, Italy

FEB 2009

Bachelor of Science in Mechanical Engineering | Polytechnic University of Milan | Milan, Italy

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		-	1.	Member	Marc Hoecker	6/1/2024	5/31/2026	1	City Council
		1	2.	Member	Dan McKisson	6/1/2024	5/31/2026	2	City Council
6	M	7	3.	Member	Tyler Blackwell	6/1/2025	5/31/2027	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2024	5/31/2026	2	Mayor
6	F	3	5.	Member	Nicole Callais	6/1/2024	5/31/2026	1	Mayor
6	M	2	6.	Member	Nigel Barron	6/1/2024	5/31/2026	2	Mayor
6	M	1	7.	Member	Stuart G. Thompson	6/1/2025	5/31/2027	1	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2025	5/31/2027	2	City Council
6	M	7	9.	Member	Giovanni Mottolese	6/1/2025	5/31/2027	1	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2025	5/31/2027	2	City Council
6	M	6	11.	Member	Stanley Ryter	6/1/2024	5/31/2026	2	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1								6			
Council	2									2			
Other		1								1			
Total	7	2								9			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03331, **Version:** 1

Reappointment of Herb Krohn as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Herb Krohn*		
Board/Commission Name: *Seattle Freight Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *University/Roosevelt*	**Zip Code:** *98105*	**Contact Phone No.:** [redacted]
Background: *Herb Krohn has an extensive background in rail and currently works as a freight railroad conductor and switch person. Herb is also an active member of the rail workers union and possesses a deep expertise regarding goods movement flow in rail and intermodal facilities.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **9/8/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Herb Krohn

[redacted]

QUICK SUMMARY OF QUALIFICATIONS:

- Skilled in conveying complex information to public officials and special interest groups.
- Team building, leadership, and cooperative problem-solving abilities joined with pragmatic and grounded interpersonal skills, resulting in successful conclusions/results.
- Proven ability to establish and maintain excellent working relations with governmental officials.
- Proficient legislative advocacy techniques and strategic reasoning skills, able to quickly ascertain situations with necessary flexibility to maximize effectiveness.
- Expertise in community affairs and public policy development.
- Excellent professional reputation for objectivity, and sincerity as well as a cooperative easygoing disposition.
- Extensive research, legal, investigatory, and interviewing skills.
- Recognized for extensive participation in and contributions to community organizations, government, and private industry.
- Impeccable reputation for honesty, integrity, dedication, accountability, and commitment.
- Experienced in monitoring, analyzing and tracking local, state, and federal legislative activity.
- Reputation for tenacity, persistence, dedication and professionalism in pursuing & achieving legislative & policy goals with very limited resources, even against the opposition of extremely powerful entities with unlimited financial resources.

SUMMARY OF 35+ YEARS EXPERIENCE PERTAINING TO PUBLIC POLICY AND LEGISLATIVE ACTION:

- Elected Washington State Legislative Director – SMART Transportation Division/United Transp. Union – 2012 – Present.
- Appointed to Permanent Committee on Economic Development and Transportation-Wash. State Labor Council 2011-Present.
- Elected Board Member –Washington Mainstream, 2007 – Present.
- Elected Local Legislative Representative – UTU Local 1348, 2007 – Present.
- Elected Local Chairperson (Business Rep.) – UTU Local 1348-B Committee of Adjustment, 2007 – Present.
- Elected Co-Chair, Seattle Metropolitan Election Committee, 1992-2000 & 2001- 2006.
- Elected Board Member, Equal Rights Washington (formerly Discrimination Free Washington), 2004-Present.
- Elected Steering Committee Member, Seattle Metropolitan Election Committee (SEAMEC), 1986-Present.
- Elected Precinct Committee Officer, GOP, 1982-1998, 2002-2006, 2008-2010.2012-Present.
- Elected Delegate to numerous District, County and State Conventions (GA & WA) 1980-Present.
- Campaign worker and activist, in numerous Candidates, Parties, Issues and Causes, 1971- Present.
- Appointed to Transition Team of Port Commissioner Lloyd Hara (D) upon his Election as County Assessor – 2009.
- Elected President - SMART Transp. Div./United Transp. Union-Local #1348, 2009-present, Elected Vice Pres. 2004 – 2009.
- Elected Board Chairman – SMART Trans. Div./United Transportation Union Washington Legislative Board, 2008-2012.
- Elected Board Chairperson – Equal Rights Washington Political Action Committee, 2006-2016.
- Elected Board Member, Queen City Development Authority, 2003-2006.
- Seattle Police Warrant Officers – Elected Union Shop Steward – Teamsters Local # 763, 2000-2005.
- Member, Legislative Committee and Candidate Evaluation Committee, Equality Washington 1996-98.
- Member, Target 1998 Legislative Campaign Organizing Committee.
- Legislative Assistant, Field Organizer, Campaign Advisor – WA. Citizens for Fairness 1996-96 (Paid).
- Successfully Lobbied WA. State Legislature for passage of Chapter 99, 1992 Laws of Wash. 1991-92.
- Successfully Lobbied Seattle City Council to enact the Whistleblower Protection Ordinance, 1990-91.
- Successfully Lobbied Seattle City Council to transfer Criminal Warrants Unit from SMC to Police, 1990-92.
- Candidate and GOP Party Nominee, 32nd Legislative District, Washington State Senate, 1986.
- Party Chairman, 32nd Legislative District Organization, GOP, 1984-86.
- Internship, King County Office of the Prosecuting Attorney, 1984.
- Volunteer, Orion Center's Shelter for Runaway Youth, 1984.
- Volunteer, King County Dept. of Youth Services, 1983.
- Page, U.S. House of Representatives, Hon. Jack T. Brinkley (Democrat) GA. 3rd Congressional Dist. 1979.
- Intern – Chattahoochee Judicial Circuit (GA.) – Superior Court Judge Kenneth B. Followill 1977.
- Intern – Chattahoochee Judicial Circuit (GA) – District Attorney's Office - Hon. William Smith – Dist. Atty. – 1978.

PROFESSIONAL EXPERIENCE:
(Several position dates overlap due to the flexible and changing nature of the work involved.)

Washington State Legislative Director (elected) – SMART Transportation Division formerly United Transportation Union – 2012 to Present - Represents our statewide rail labor membership (AMTRAK, Union Pacific, BNSF, and numerous short line railroads) in matters pertaining to rail operational public safety, legislative and regulatory activity, employee safety, economic development, freight and passenger mobility, industrial land preservation, as well as taxation and economic credits. Renowned for reinvigorating the moribund Washington State Legislative Board office by leading the way by initiating nationally recognized landmark state rail and public safety legislation and fighting for conservation of port and industrial lands; in the process becoming a renowned spokesperson for public and employee rail safety initiatives, and advocacy for increased job creation from trade.

PROFESSIONAL EXPERIENCE (*Continued)*:

Local Chairperson (elected), SMART Transportation Division (UTU) Local 1348-B Committee of Adjustment, Seattle, WA. (2007–Present) Provide business services as the Union Pacific Train Service Employees Elected Representative. Handle grievances, pay claim discrepancies and disputes, and represent members in Administrative Hearings pertaining to carrier discipline. Investigate accidents and incidents as well as research numerous complex labor agreements to determine whether or not a claim or grievance is valid. Respond to members and carrier requests for service on a 24/7 basis, act as a mediator between carrier and the membership, handle allegations of contractual violations, write and file detailed discipline and pay claim appeals with the carrier, monitor workplace conditions and act to resolve conflicts and disputes. Developing a strong reputation for responsiveness and dedication. Successfully led passage & enactment of ESHB 1105 - Chapter 333, Laws of Wash. 2017 – Contract Rail Crew Transp. Safety; Successfully led passage & enactment of HB 1841 – Chapter 170, Laws of Wash. 2020 – Establishing Minimum Crew Size on Trains; successfully obtained passage of numerous budget provisos, amendments to bills, executive orders, and other legislative matters.

Brakeperson/Switchperson/Foreperson/Conductor, Union Pacific Railroad (2003-Present) & Burlington Northern Railroad, Seattle, WA. (1992-93) Build, staff and operate local and long haul trains, assist in operating and servicing locomotives in a highly detailed and technical position that requires a working knowledge of the rules of operations governing train movements. Pull and spot railcars for industrial customers, utilize remote control locomotive technology as a yard switchman and supervise union employees while serving as assigned foreman. Maintain a Class 6 Locomotive Engineers License for Remote Control operations. Earned reputation for exemplary safety record.

Warrant Officer, Seattle Police Department, Seattle, WA. (1984-2002)
Process and serve warrants issued by municipal court. Locate, identify and apprehend defendants, investigate criminal cases, question and identify defendants and victims. Noted for the ability to procure the cooperation of hostile criminal defendants, reluctant victims, hesitant witnesses and other parties, as well as maintaining attention to detail even under staggeringly heavy caseloads. Independent initiative and diligence prompted the City of Seattle to improve payment processing and collection efficiency, resulting in increased City revenues totaling millions of dollars. Initiated reform efforts within the City of Seattle's Criminal Justice System to enhance the effectiveness and efficiency of criminal warrant services, this culminated in the transfer of the warrant unit from Municipal Courts to Police in 1992. (Position under jurisdiction of Seattle Municipal Court from 1984-1992.)

Investigator, Joden & Associates, Seattle, WA. (1989-1991)
Conducted investigations and research; gathered information by observation and surveillance. Commended for diligence, thoroughness, and attention to detail.

Manager, Brass Connection Restaurant, Seattle, WA. (1983-1992)
Supervised and trained security staff, with emphasis on security incident response and asset protection measures. Developed and enforced corporate safety and security policies. During assignment as assistant general manager (1983-84) conducted daily accounting, bookkeeping, and administrative duties. Instrumental in resolving conflicts and problems. Valued for implementing efficiency programs, substantially reducing excessive labor costs, increasing and stressing consistency in all areas especially customer services, and significantly reducing internal losses and theft. Appreciated for dedication and trustworthiness.

Insurance Investigator, American Service Bureau, Inc., Seattle, WA. (1982-1984)
Completed over 1,800 in-depth background investigations for insurance companies including financial, health, and lifestyle histories. Valued for detail-orientation and known for the ability to gain the cooperation of reluctant and uncooperative investigatory subjects, and the skill in developing outside information sources.

Director of Operations, Columbus Astros, Columbus, GA. (1975-1980)
Administered and coordinated staff, stadium operations, ticket sales, concessions, and equipment for Houston Astros minor league team. Gained extensive experience in all phases of operations. Commended for commitment to the organization and willingness to provide any and all services requested, above and beyond the required responsibilities.

EDUCATION:
Public Policy and Political Affairs/Pre-Law - Antioch University, Seattle, WA.
General studies - Seattle Central Community College, Seattle, WA.
Columbus State University (Formerly Columbus College), Columbus, GA.

HONORS:
Special Honor for 14 years of dedicated vision, leadership and community service, SEAMEC, 2000.
Nominee, Seattle Municipal League's Public Employee of the Year, 1994.
Nominee, Seattle's Jefferson Awards for Public Service, 1992.

TECHNICAL SKILLS:
Commercial Software: Microsoft Office Suite & 365, Outlook, Quicken, Windows, Edge, Dropbox, Mozilla Firefox.

REFERENCES/ADDITIONAL DOCUMENTATION:
Personal and professional references along with additional supporting documentation available upon request.

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		-	1.	Member	Marc Hoecker	6/1/2024	5/31/2026	1	City Council
		1	2.	Member	Dan McKisson	6/1/2024	5/31/2026	2	City Council
6	M	7	3.	Member	Tyler Blackwell	6/1/2025	5/31/2027	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2024	5/31/2026	2	Mayor
6	F	3	5.	Member	Nicole Callais	6/1/2024	5/31/2026	1	Mayor
6	M	2	6.	Member	Nigel Barron	6/1/2024	5/31/2026	2	Mayor
6	M	1	7.	Member	Stuart G. Thompson	6/1/2025	5/31/2027	1	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2025	5/31/2027	2	City Council
6	M	7	9.	Member	Giovanni Mottolese	6/1/2025	5/31/2027	1	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2025	5/31/2027	2	City Council
6	M	6	11.	Member	Stanley Ryter	6/1/2024	5/31/2026	2	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1								6			
Council	2									2			
Other		1								1			
Total	7	2								9			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
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RD Residential Council District number 1 through 7 or **N/A**
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03332, **Version:** 1

Reappointment of Waylon Robert as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Waylon Robert*		
Board/Commission Name: *Seattle Freight Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Ballard*	**Zip Code:** *98107*	**Contact Phone No.:** [redacted]
Background: *Zachary Waylon Robert has experience in the maritime industry and on freight policy issues on state and regional levels.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **9/8/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Waylon Robert

[redacted]

Experience

Member | Sailors Union of the Pacific

- Advocates on and analyzes relevant policy
- Interviews and completes due diligence on candidates for elected office
- Works on the unlicensed deck crew of US Flag Ships

Political Candidate | 36th LD P1

- Raised $117,000 in political contributions
- Secured key elected and interest group endorsements (most sitting legislators and electeds, 12 trade unions, corporations and trade groups namely T-Mobile, Washington Dairy Farmers, Cattle Pac,Pacific Fishermen Shipyard, Ballard Oil and Salmon Bay Marine Center
- Hit 20,000 doors with campaign team

Project Manager |Forterra NW | 2020-2022

- Undertook key due diligence for acquisition of 12,000 acres of timberland and other projects
- Led workforce recruitment strategy and log and chip truck logistics plan for start up of a wood products facility

Washington State Legislature Experience

- **Board Member- HistoryLink (2022)** Secured $100k- Seattle Waterfront History Project
- **Citizen Lobbyist (2019)-** Established $50m Washington Library Capital Grant Program and secured $12.8m to start program
- **Lobbyist- Columbia Street Partners (2019)**- Lobbied for Fortune 500 companies in heavy industry, forest products,securities and maritime transportation; garnered understanding of process and produced daily briefing material for clients and made policy recommendations.
- **Citizen Lobbyist (2018)-** Secured $80k for statewide library capital assessment in operating budget
- **Lobbyist-City of Hoquiam (2017)-** Secured $250k Capital Budget request and 45k in grants/private contributions

- **Apprentice- former State Representative Brian Blake** (D- Aberdeen) (2018-2019) - Shadowed Rep. Brian Blake at key meetings, strategized on legislation and stakeholdering

Campaign Experience

- **Campaign Chair- Re-elect Brian Blake D 19th LD (2020)** Recruited and directed campaign manager, outperformed all other Democrats by 8 points districtwide, Re-elect Brian Blake D 19th LD (2020)
- **Board Member- Elect Erin Frasier 19th LD (2018)**
- **Intern- Newman Partners (2016) -** Garnered understanding of donor networks and political fundraising process
- **Campaign Staffer- Elect Hilary Franz (2016) -** Garnered understanding of environmental community and authored regional issue reports

Elected Official Office Experience

- **Consultant and Intern King County Councilmember Larry Gossett (2013-2019**)- Garnered understanding of King County Government and elected political maneuvering
- **Intern- Washington State Supreme Court Justice Gonzalez (2018)-** Garnered understanding of history, interworking and legislative relationship
- **Intern- Congressman Derek Kilmer (2016)-** Garnered understanding of local industrial businesses, interworking of a congressional office and federal impact on Washington State
- **Intern- New Orleans City Councilmember Susan Guidry (2015)-** Garnered understanding of New Orleans city government and local issues

Other Experience

- Laborer Hoquiam Plywood
- Busser Broadmoor Golf Club

Public Service

- History Link, Board Member
- Tokeland Hotel Historical Foundation, Board Member
- Grays Harbor College Foundation, Board Member (former)
- Slade Gorton Center Global Leaders Program, Fellow, August 2018 to August 2019
- Historic preservation advocacy via Washington State Most Endangered Buildings List Nomination

- **Education**
- Bachelor of Arts Degree with a concentration in political science Evergreen State College, graduation June of 2019
- Five Day MBA, Goal Makers
- Bishop Blanchet High School
- Pathway to Power, Washington State Labor Council
- Ordinary Seaman, US Coast Guard Certified

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

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- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

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6	M	2	6.	Member	Nigel Barron	6/1/2024	5/31/2026	2	Mayor
6	M	1	7.	Member	Stuart G. Thompson	6/1/2025	5/31/2027	1	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2025	5/31/2027	2	City Council
6	M	7	9.	Member	Giovanni Mottolese	6/1/2025	5/31/2027	1	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2025	5/31/2027	2	City Council
6	M	6	11.	Member	Stanley Ryter	6/1/2024	5/31/2026	2	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1								6			
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Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
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RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03333, **Version:** 1

Reappointment of Priyadharshini Balan as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Priyadharshini Balan*		
Board/Commission Name: *Seattle Transit Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/3/2025 **to** 8/2/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Belltown*	**Zip Code:** *98121*	**Contact Phone No.:** [redacted]
Background: *Priyadharshini Balan is a transportation specialist and has collaborated with a range of community groups about their transportation experiences and needs. As someone who doesn't drive, she relies on public transit to navigate the city.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **9/8/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

PRIYADHARSHINI BALAN. URBAN PLANNER & ARCHITECT

WORK HISTORY

TDM Program Manager, 12/2023 to Present
JLL (GREF Amazon) – Seattle, WA

- Oversee Transportation Demand Management (TDM) Programs for PNW & Canada. Manage public transportation benefits program, carpooling, vanpooling, e-bike program for Amazon employees and work on reducing drive alone rates by helping employees change their travel behaviour with sustainable commute options that best serves them.

Transportation Specialist, 01/2022 to 12/2024
Commute Seattle – Seattle, WA

- Work together with Seattle Department of Transportation and King County metro to implement Commute Trip Reduction law and Transportation Management Program. Develop and lead initiatives including public facing education and outreach programs to improve awareness on safety, infrastructure, and engage people in discussions related to our current transportation infrastructure.
- Implement transportation demand management and establish key policies to support commute programs and benefits, especially for the post pandemic work situation.

Project Coordinator, 08/2021 to 01/2022
Austin Transportation Department, City of Austin – Austin, TX

- Responsible for and coordinates projects related to micro-mobility, shared mobility, and curb management. Involved in Policy development, sidewalk analysis and parking enforcement.

Research Assistant, 06/2021 to 08/2021
Urban Freight Lab, University of Washington – Seattle, WA (Remote work)

- Analysis of Parking Sensor data – Bell town, Seattle using R programming language to identify parking patterns and accordingly update, recommend guidelines for curb usage.

Graduate Student Assistant, 06/2019 to 08/2019
Office of Sustainability - Buffalo, NY

- Developed comprehensive campus resilience plan for University at Buffalo, focusing on extreme weather events preparedness. Researched, collected data across multiple campuses, and proposed strategies for reduction of University-wide energy consumption.

NOTABLE PROJECTS

Bike and Scoot Demo Day, Seattle

- Initially started as a Pilot project in partnership with the Seattle Department of Transportation, Commute Seattle now hosts Demo Day events as a regular summer/spring event. I'm responsible for the entire planning of the event to focus on educating the public about safe bike and e-scooter riding in the city. Partners with the 4 bike and scooter-share vendors of Seattle.
- I planned 6 Demo Day events in the last One and a half years, and have three more Demo Days coming up in the next month. More than 200 people have attended on an average. This event offers platform to engage with people about sidewalk rules, using the bike lanes, wearing helmets etc.,

Active Transportation Subsidy Research, Seattle

- Certain employers in Seattle offer transportation subsides for employees using active transportation mode, i.e. not driving alone to work. Extensive research on identifying the type of subsidies, benefits, tracking methods, and of financial incentives administrations. The goal is to understand the subsidies offered in the region. It is also be reference resource for other employers who are looking to implement active transportation subsidy at their workplace.

Rainey Street Case Study, Austin

Undertook a case study on Austin's Historic District - Rainey Street to understand pedestrian activity and micro-mobility device usage in the street. The street becomes active in the evening to late night due to late night bars and restaurants. The case study was carried out to regulate traffic inflow into the street depending on the tome of the day and geo-fencing micro-mobility due to number of pedestrian injuries reported in that location.

CONTACT

[redacted]

EDUCATION

Master of Urban Planning, 06/2020

University at Buffalo, SUNY - Buffalo, NY (Specialization – Environmental and Land-Use Planning)
Bachelor of Architecture, 06/2017
School of Planning and Architecture, Vijayawada - Andhra Pradesh, India

SKILLS

- Land Use, Zoning & Development
- Environmental planning & Regulation Compliance (NEPA, CEQA &SEQRA)
- Transportation Planning
- Data analysis & Research (Tableau, Power BI)
- Project Management
- Software: AutoCAD, GIS Application, Google Sketch Up, V-ray, Python, R.
- Tools: MS Office Suite, Adobe Creative Suite – Photoshop, InDesign, Illustrator.

VOLUNTEER & OUTREACH

- *TAP Board member (August 2023 – 2025)* – Appointed as Board member for the City of Seattle Transit Advisory Board -Council Member Alex Pederson.
- *Peace Peloton 2022* – Volunteered, participated in bike ride from Seattle to West Seattle
- *Collaboration with Rochester Institute of Technology* – NYS Sustainability conference 2019

LICENSE

Registered Architect – Council of Architecture, India (Issued 2018)

MEMBERSHIP

- NACTO Member
  ACT Member

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/24	8/2/26	3	City Council
1	F	4	2.	Member	Shirley Chu	8/3/24	8/2/26	1	City Council
6	T/NB	4	3.	Member	Deborah Barnard	8/3/24	8/2/26	1	City Council
9	M	1	4.	Member	Daniel Wolpert	8/3/25	8/2/27	1	City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/25	8/2/27	2	City Council
6	NB	6	6.	Member	Katie Freeman	8/3/24	8/2/26	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbla	8/3/24	8/2/26	2	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/24	8/2/26	3	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/25	8/2/27	2	Mayor
6	M/T/ NB	4	10.	Member	Dana Coppernoll-Houston	8/3/25	8/2/27	2	Mayor
6	M	3	11.	Member	Zach Burton	8/3/25	8/2/27	2	Mayor
			12.	Get Engaged Member	Sidney Orr	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1	2	2	1				4			
Council	2	2	1	1	2	1	1			1			
Other													
Total	7	3	2	3	5	1	1			5			

Key:

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RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03334, **Version:** 1

Reappointment of Zach Burton as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Zach Burton*		
Board/Commission Name: *Seattle Transit Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/3/2025 **to** 8/2/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Capitol Hill*	**Zip Code:** *98102*	**Contact Phone No.:** [redacted]
Background: *Zach Burton lives car free and is interested in increasing livability in Seattle by reducing the reliance on cars and making transit the best transportation option in Seattle. Zachy has previous experience serving on a municipal livable streets board in his hometown.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **August 25, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Zach Burton

Manager and Retail Barista Trainer at Victrola Coffee Roasters



Experience

Victrola Coffee Roasters, Seattle, WA - Manager

October 2024 - Present

- Lead, oversee and direct daily operations
- Ensure my team members are properly trained to prepare and present Victrola's coffee to company standards
- Manage orders, inventory, product quality, and movement
- Have increased the average ticket sales in 2025
- Have created an exceptional coffee experience and have retained regulars

Victrola Coffee Roasters, Seattle, WA - Retail Barista Trainer

February 2024 - Present

- Train new baristas in the essentials of espresso extraction, milk steaming technique, espresso bar flow, and drink preparation
- Perform regular quality control visits to Victrola cafes with accompanying reports
- Conduct coffee tastings with staff and educate baristas on new single origin coffees before they are released in the cafes
- Lead public tastings and classes

Victrola Coffee Roasters, Seattle, WA - Assistant Manager

August 2024 - September 2024

Victrola Coffee Roasters, Seattle, WA - Barista

May 2024 - August 2024

Cassette Club, Heard Coffee, Hoot, Seattle, WA - Barista

September 2023 - March 2024

- Took initiative on problems like broken equipment and suggested innovations, such as changing product placements to increase sales
- Regularly multi tasked by taking orders and creating drinks as the single barista during most shifts
- Consistently exhibited friendly and professional behavior towards customers. Fostered rapport with regular customers by remembering names and orders

Courses / Education

University of Central Missouri, Lee's Summit, MO — Bachelor's in *Computer Science - Software Development*

Aug 2018 - May 2020

Studied web development, algorithms, data structures, etc

Skills

Espresso Theory

Espresso Machine Fundamentals

Milk Texturing / Milk Steaming

Advanced Latte Art

Customer Service

Leadership / Teamwork

Coffee Training and Education

Certificates and Permits

Food Handlers Permit

Alcohol Server Permit

Volunteering

Co-Chair of the Transit Advisory Board - City of Seattle Volunteer advisory board that advises the Seattle Mayor, City Council, and all departments on matters related to transit in the city and it functions as the public oversight committee of revenues collected under Seattle Transportation Benefit District (STBD) Proposition 1.

Seattle Transit Advisory Board

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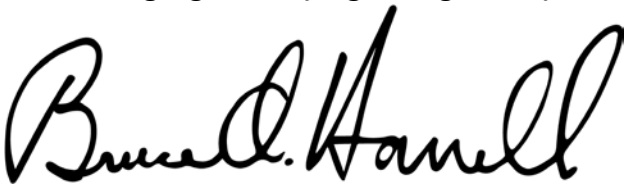
Legislation Text

File #: Appt 03335, **Version:** 1

Reappointment of Dana Coppernoll-Houston as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Dana Coppernoll-Houston*		
Board/Commission Name: *Seattle Transit Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/3/2025 **to** 8/2/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Wallingford*	**Zip Code:** *98103*	**Contact Phone No.:** [redacted]
Background: *Dana Coppernoll-Houston wants to make the transit system more approachable and effective. They are currently a graduate student with a focus on environmental policy.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Dana Coppernoll-Houston

[redacted]

Education

Master of Public Administration, focus in Environmental Policy — expected graduation: June 2026
University of Washington, Seattle, WA

M.A., Teaching, Middle and High School Earth Science/Env. Science/Biology, — May 2016
University of Portland, Portland, OR — *Overall GPA: 3.97/4.0*
B.S., Environmental Science, focus in Quantitative Analysis, — May 2015
University of Portland, Portland, OR — *Overall GPA: 3.63/4.0*

Experience

Academic Advisor, STEM Liaison, Edmonds College, Lynnwood, WA — October 2021-August 2024
Supervisor: Lauren Hajec (Director of Academic Advising)

- Plan and conduct orientation programs and new student advising to promote the adjustment of students to starting college.
- Prepare STEM students for later educational experiences by encouraging them to explore learning opportunities and to persevere with challenging tasks.
- Counsel students regarding educational issues, such as course and program selection, class scheduling and registration, school adjustment, truancy, study habits, and career planning.
- Compile occupational, educational, and economic information to assist students in determining and carrying out vocational/educational objectives.
- Address faculty and staff members to explain available advising services.
- Attend meetings, educational conferences, and training workshops and serve on committees.
- Maintain accurate and complete student records as required by laws and administrative regulations.

Math/Science Teacher, Thomas Jefferson High School, Federal Way, WA — Sept 2016-August 2021
Supervisor: Adrienne Chacon (Principal), Elizabeth Copeland (Science Dept. Head)

- Collaborate with other teachers in the development, evaluation, and revision of secondary biology, math, and environmental science programs.
- Adapt teaching methods and instructional materials to meet students' varying needs and interests.
- Confer with other staff members to plan and schedule lessons promoting learning, following curricula and NGSS standard requirements.
- Prepare, administer, and grade tests and assignments to evaluate students' progress.
- Meet with other professionals (counselors, teachers, and support staff) to discuss individual students' needs and progress.
- Assign and grade class work and homework.
- Confer with parents or guardians, other teachers, counselors, and administrators to resolve students' behavioral and academic problems.
- Use computers, audio-visual aids, and other equipment and materials to supplement presentations.

NASA STAR Environmental Intern, Ames Research Center, Mountain View, CA — June-August 2018
Supervisor: Christopher Potter

- Collect, synthesize, analyze, manage, and report environmental data (soil samples).
- Perform statistical analysis of environmental data.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

NOAA STAR Research Intern, Earth Systems Research Laboratory, Boulder, CO — June-August 2017
Supervisor: Audra McClure-Begley

- Clean and manipulate raw data using statistical software.
- Analyze, manipulate, or process large sets of environmental data using statistical software.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

NASA STAR Meteorological Intern, Armstrong Flight Research Center, Edwards AFB, CA June-August 2016
Supervisor: Ed Teets

- Clean and manipulate raw data using statistical software.
- Analyze, manipulate, or process large sets of environmental data using statistical software.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

OMSI Earth Science Intern, Oregon Museum of Sci. & Industry, Portland, OR Summer 2013-2016
Supervisor: Sue Wu

- Educate museum visitors on a variety of science topics, including school groups.
- Run educational programs using NOAA Science On A Sphere technology
- Maintain and set up exhibits at beginning/end of day

Volunteer Experience

Transit Advisory Board (TAB) Member, Seattle, WA September 2023-Present
SDOT Liaison: Carolyn Birkenfeld

- Advise City Council, Mayor, and all departments on matters related to transit in the city of Seattle
- Provide comment and recommendations on City policies, plans, and projects as they relate to transit improvements, mobility, and operations.
- Help facilitate City policies, plans, and projects that support local and regional transit.
- Function as the public oversight committee of revenues collected under Seattle Transportation Benefit District.

Lead Percussionist & Section Leader*,* Rainbow City Performing Arts, Seattle, WA October 2019-September 2024
Artistic Director: Dr. Christopher Hanson

- Facilitate organization and operation of percussion sections within Rainbow City Concert Band and Orchestra.
- Assign percussion roles and parts for 3-5 performances per year.
- Coordinate between section leaders to maintain performance standards,

Additional Skills

Microsoft Office | Adobe Creative Cloud | R Statistical Software | Tableau Software | SQL Data Analysis | Conversational Spanish | Curriculum development and implementation | Committee lead and facilitator

Publications

Potter, Christopher & Coppernoll-Houston, Dana. (2019). Controls on Land Surface Temperature in Deserts of Southern California Derived from MODIS Satellite Time Series Analysis, 2000 to 2018. Climate. 7. 32. 10.3390/cli7020032.

Coppernoll-Houston, Dana & Potter, Christopher. (2018). Field Measurements and Satellite Remote Sensing of Daily Soil Surface Temperature Variations in the Lower Colorado Desert of California. Climate. 6. 94. 10.3390/cli6040094.

Seattle Transit Advisory Board

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Council	2	2	1	1	2	1	1			1			
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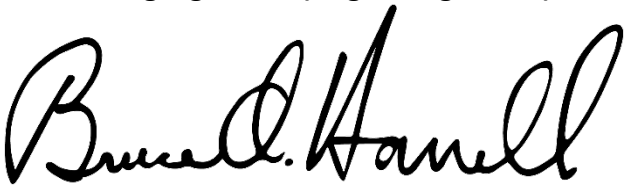
Legislation Text

File #: Appt 03336, **Version:** 1

Reappointment of Carolyn Tillinger as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Carolyn Tillinger*		
Board/Commission Name: *Seattle Transit Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/3/2025 **to** 8/2/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Broadview*	**Zip Code:** *98177*	**Contact Phone No.:** [redacted]
Background: *Carolyn Tillinger is a native to the Greater Seattle Area and has used many forms of public transit throughout her upbringing. Carolyn has experience in real estate development and brings a unique perspective on transit accessibility, affordable housing options, and sustainability.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

CAROLYN TILLINGER

[redacted]

EDUCATION

Master of Science in Real Estate
University of Washington | Seattle, WA | GPA 3.88 | June 2023
Awards: Rebecca J. Griego Memorial Endowed Scholarship (2022), CREW Seattle Impact Award Scholarship (2022, 2023), Runstad Department of Real Estate Scholarship (2021), Jack Creighton Endowed Scholarship in Real Estate (2021)

Bachelor of Arts in Community, Environment, and Planning (CEP)
Bachelor of Science in Environmental Science and Resource Management
University of Washington | Seattle, WA | June 2017

EXPERIENCE

Development Associate | Seattle, WA November 2022 – June 2025
Nitze-Stagen & Company, Inc.

- Conducted property tours and market surveys to better understand competitive landscape, emerging trends, and local conditions.
- Assisted with in-depth due diligence on potential real estate development projects.
- Coordinated entitlement processes with municipal agencies, consultants, and internal teams to advance project approvals and permits.
- Reviewed and refined architectural and engineering plans to ensure alignment with project goals and budget constraints.
- Applied creative, solutions-oriented thinking to identify cost-saving opportunities and streamline project processes without compromising quality or performance.
- Managed RFP and bid review processes for contractors, architects, engineers, and consultants.
- Drafted and negotiated contracts, scope of work, and pricing with vendors, consultants, and contractors to ensure favorable terms and project alignment.
- Tracked and managed budgets across pre-construction, construction, and operational phases.
- Collaborated with teams to track deliverables and ensure budget and schedule adherence.
- Supported construction oversight, including contractor selection and coordination of on-site activities.
- Facilitated monthly draw requests in collaboration with contractors and financial institutions.
- Maintained comprehensive contract documentation and project records.
- Contributed to multifamily ground-up development, adaptive reuse, value-add, and office tenant improvement projects through project management support.
- Strategized with third-party property management firms to optimize leasing performance and maximize returns during lease-up phases.
- Prepared and delivered regular project updates, reports, and presentations to investors and stakeholders to communicate progress, risks, and key milestones.
- Monitored industry news, local legislation, and policy changes to assess potential impacts on development strategy and feasibility.

CAROLYN TILLINGER

[redacted]

Project Coordinator | Seattle, WA July 2019 – October 2022
GMD Development LLC

- Supported project managers and firm partners across 11 concurrent affordable multifamily and mixed-use developments (51–211 units), including podium and garden style.
- Led procurement and negotiation efforts with contractors, sub-contractors, and vendors, ensuring clarity of deliverables and alignment with project goals.
- Participated in weekly Owner-Architect-Contractor (OAC) meetings and assisted in tracking construction schedules, progress, and design implementation.
- Managed construction loan draw processes for 4 active projects, reviewing invoices, pay applications, and change orders while monitoring budgets and recommending adjustments.
- Collaborated with the development team to prepare LIHTC application packages and presentation materials for investors, lenders, and government agencies.
- Advanced sustainability efforts by researching and implementing EV charging infrastructure and tracking solar energy performance.
- Coordinated community outreach and marketing efforts to support project visibility and stakeholder engagement.
- Managed tenant scholarship program, overseeing applications, eligibility, and awards.

COMMUNITY INVOLVEMENT

Seattle Department of Transportation Transit Advisory Board September 2023 – Present
Co-Vice Chair

Urban Land Institute December 2021 – Present

CREW Seattle November 2021 – Present
2022 & 2023 CREW Impact Award Scholarship Winner

UW Real Estate Club September 2021 – June 2023

CERTIFICATIONS & TRAINING

Notary Public Expires January 2028

LEED Green Associate | *USGBC* March 2022 – March 2024

TECHNICAL SKILLS

- Extensive experience reviewing and managing critical project documents: contracts (including AIA), architectural and engineering plans, material specifications, budgets, schedules, pro formas, RFIs, pay applications and change orders.
- Skilled in Microsoft Office Suite, including Excel financial modeling.
- Skilled in data analysis and visualization using Excel, R, ArcGIS Pro, and Tableau to support informed decision-making and reporting.
- Proficient in Adobe InDesign for creating polished reports and marketing material.
- Proficient in Yardi for property and project management.

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Council	2	2	1	1	2	1	1			1			
Other													
Total	7	3	2	3	5	1	1			5			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03337, **Version:** 1

Appointment of Joan Chen as member, Seattle Bicycle Advisory Board, for a term to August 31, 2026.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Joan Chen*		
Board/Commission Name: *Seattle Bicycle Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 9/1/2024 **to** 8/31/2026 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Capitol Hill*	**Zip Code:** *98112*	**Contact Phone No.:** *Business phone # - NOT personal phone #*
Background: *Joan Chen works as a landscape designer on parks and open space projects. She is a lifelong cyclist, relying on her bicycle to get around town, and wants Seattle to be a place where it is safe and enjoyable for all cyclists to get around, not just the fit and risk-tolerant.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Joan Chen

[redacted]

Education

HARVARD UNIVERSITY GRADUATE SCHOOL OF DESIGN
Master of Landscape Architecture - *Cambridge, MA*

Dean's Merit Scholarship Recipient (2016-19)
Penny White Project Grant (2018)

MASSACHUSETTS INSTITUTE OF TECHNOLOGY
Bachelor of Science in Architecture - *Cambridge, MA*

Experience

Mithun — 2023 - present
Landscape designer – Seattle, WA

- Designed, modeled, documented five park improvement projects for City of Shoreline, WA; parks under construction or in permitting

Margie Ruddick Landscape — 2021-23
Landscape designer – White Plains, NY

- Designed, modeled, and produced drawing sets for a variety of public, residential, and commercial projects; public projects include a new 26-acre public park in Sleepy Hollow, NY (concept thru SD); residential projects range from a 1-acre garden in Long Island (concept thru CA) to a 600-acre estate in upstate NY (master plan)
- Managed and updated graphic standards for the 6-person firm

Iowa State University, Department of Landscape Architecture — 2019–21
Assistant Teaching Professor - Ames, IA

- Taught landscape architecture design studios and lecture courses in landscape construction, theory, and digital methods; courses include the travelling Savanna Studio (LA 201, LA 281, LA 272) and third-year ecological design studio (LA 302)
- Taught two sections of Design Studio I (DSN S 102) in the Core Program and served on planning committee to adapt curriculum for hybrid/digital delivery
- Served on College of Design Lecture & Exhibitions Committee

Robert A.M. Stern Architects — 2014–16
Architectural designer – New York, NY

- Developed master plan and concept design for Skidmore College admissions building
- Designed, modeled, and produced SD and DD drawing sets for mixed use developments in Jinjiang (825,000m^2) and Changchun (120,000m^2); projects under construction
- Managed BIM models using Revit for the Changchun project

Zephyr(US) Architects — 2013–14
Junior architect – Beijing, China

- Designed, modeled, and produced SD and DD drawing sets for a residential complex in Dalian (70,000 m^2) and a mixed-use complex in Shenyang (480,000 m^2)
- Coordinated communication between clients and foreign architects

Boston Chinatown Neighborhood Center — 2012–13
Reading room manager – Boston, MA

- Operated community-run reading room in Boston's Chinatown
- Recruited, trained, and managed 20+ volunteers; developed and managed relationships with Boston Public Library, various donors, and other partners in the community

Skills

Adobe Photoshop, Illustrator, InDesign, After Effects; ArcGIS (Desktop, Pro, Online), QGIS; AutoCAD; Rhinoceros + Grasshopper, SketchUp; Revit

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	4	1.	Member	Ksenia I. Ershova	9/1/2025	8/31/2027	2	Mayor
6	F	2	2.	Member	Kathryn L. Ricchiuto	9/1/2024	8/31/2026	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2025	8/31/2027	2	Mayor
2	M	2	4.	Member	Madin Akpo-Esambe	9/1/2025	8/31/2027	2	City Council
1	M	6	5.	Member	Taylor Hom	9/1/2025	8/31/2027	2	Mayor
			6.	Member		9/1/2025	8/31/2027		City Council
			7.	Member	Joan Chen	9/1/2024	8/31/2026	1	Mayor
3	M	2	8.	Member	Rafael Ronquillo	9/1/2024	8/31/2026	1	City Council
6	NB/O	3	9.	Member	Molly McNeely	9/1/2024	8/31/2026	1	Mayor
6	M	1	10.	Member	Maxwell Baker	9/1/2024	8/31/2026	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2024	8/31/2026	2	Mayor
			12.	Get Engaged Member	Naomi Cutler	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2		2	1	1	1			2			1
Council	3	1				1	1			2			
Other													
Total	5	5		2	1	2	2			4			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03338, **Version:** 1

Reappointment of Madin Akpo-Esambe as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Madin Akpo-Esambe*		
Board/Commission Name: *Seattle Bicycle Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 9/1/2025 **to** 8/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Rainier Beach*	**Zip Code:** *98118*	**Contact Phone No.:** [redacted]
Background: *When Madin first moved to Seattle, he learned the city through biking and saw firsthand the discrepancy in bike facilities and safety in South Seattle as compared to other areas. He has previously served on non-profit boards and is a current member of the SBAB.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **9/8/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Madin Akpo-Esambe

[redacted]

PROFESSIONAL EXPERIENCE

Co-founder, **Trava Co.,** Seattle, WA — Mar 2022 - Present

- Trava is an AI travel planning workflow tool and marketplace that helps users find the top local experiences, collaborate, and create personalized trips in minutes. Core responsibilities:
  - Finance & Strategy: Financial modeling, cash management, and strategic positioning
  - Operations: User research, performance reporting, and feature prioritization

Head of Strategic Operations, **Divvy Homes,** Seattle, WA — Sep 2021 - Jul 2023

- Divvy's mission is to make homeownership accessible by turning renters into owners. Divvy enables customers to live in their home of choice while saving for a down payment and improving credit. Core responsibilities:
  - Org management: P&L ownership of ~125 employee Ops department; centralized volume forecasting and partnered with functional leads to manage headcount planning, annual OKRs, and initiatives alignment
  - Strategic initiatives: Home profitability/LTV model, new market assessment and launch execution
  - Functional leadership: Partnered and/or served as functional lead across the operations teams

Strategy & Operations Associate Director, **Built Technologies,** Nashville, TN — Aug 2019 - Aug 2021

- Built Technologies is a construction payments FinTech startup that provides SaaS-based financial and project management tools to financial institutions and developers. Core responsibilities:
  - New market opportunity sizing, GTM strategy development, and cross-functional GTM execution
  - Company acquisition landscape evaluation, deal diligence, and PMO post acquisition integration
  - Development of analytical tools & dashboards (e.g., commission models, client health monitoring, KPIs)
  - Hiring and managing the roadmap, work-streams, and professional development of direct reports

Growth Strategy Consultant, **The Cambridge Group,** Chicago, IL — Mar 2016 - Jul 2019

- PM staffing with responsibilities of leading and executing full project workstreams on consumer segmentation, scenario modeling, forecasting, new market entry, and trend analysis through the use of R, SPSS, SAS and Excel

Financial Analyst, **Goldman Sachs**, Chicago, IL — Jun 2015 - Aug 2015

- Rotational finance internship program with practicums across investment banking, asset management, and sales and trading

Business Value Analyst, **Federal Reserve Bank of Cleveland**, Cleveland, OH — Jun 2014 - Sep 2014

- Collected and modeled metrics on Inter-Reserve knowledge platforms to assess the division's business value production across districts and presented analytical results to the 4th District President and head of National IT

LEADERSHIP & SERVICE

Junior Board Member, **Affordable Housing Resources**, Nashville, TN — Jan 2021 - Apr 2022

- Non-voting member; AHR creates affordable housing in 40 Middle Tennessee counties through a range of services, including foreclosure prevention, homebuyer education, mortgage lending, and new home construction

Nonprofit Board Leadership Trainee, **Young Leaders Council**, Nashville, TN — Jun 2020 - Dec 2020

- Selected to participate in YLC's Nashville 75th cohort which aims to train individuals in non-profit leadership and then facilitates a year-long placement as a junior member of one of Nashville's non-profit organizations

Corporate Volunteer Coordinator, **Working In the Schools (WITS)**, Chicago, IL — Jan 2018 - Jul 2019

- Served as TCG's corporate lead for WITS, a mentorship and tutoring non-profit that seeks to improve literacy among inner-city Chicago students through various volunteer programing efforts

EDUCATION

Northwestern University — Evanston, IL
Bachelors in Economics and Organizational Management

Institut d'études politiques de Paris (Sciences Po.) — Reims, France
Certificate of Business and International Affairs

RELEVANT SKILLS

- **Technical Skills**: Excel; Powerpoint; VBA; SPSS; R; SAS; SQL; Quantitative Consumer Survey Development
- **Languages**: English *(Native)*; French *(Advanced)*

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
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Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	4	1.	Member	Ksenia I. Ershova	9/1/2025	8/31/2027	2	Mayor
6	F	2	2.	Member	Kathryn L. Ricchiuto	9/1/2024	8/31/2026	1	City Council
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2	M	2	4.	Member	Madin Akpo-Esambe	9/1/2025	8/31/2027	2	City Council
1	M	6	5.	Member	Taylor Hom	9/1/2025	8/31/2027	2	Mayor
			6.	Member		9/1/2025	8/31/2027		City Council
			7.	Member	Joan Chen	9/1/2024	8/31/2026	1	Mayor
3	M	2	8.	Member	Rafael Ronquillo	9/1/2024	8/31/2026	1	City Council
6	NB/O	3	9.	Member	Molly McNeely	9/1/2024	8/31/2026	1	Mayor
6	M	1	10.	Member	Maxwell Baker	9/1/2024	8/31/2026	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2024	8/31/2026	2	Mayor
			12.	Get Engaged Member	Naomi Cutler	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	Male (1)	Female (2)	Transgender (3)	NB/ O/ U (4)	Asian (5)	Black/ African American (6)	Hispanic/ Latino (7)	American Indian/ Alaska Native (8)	Other (9)	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2		2	1	1	1			2			1
Council	3	1				1	1			2			
Other													
Total	5	5		2	1	2	2			4			1

Key:

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RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

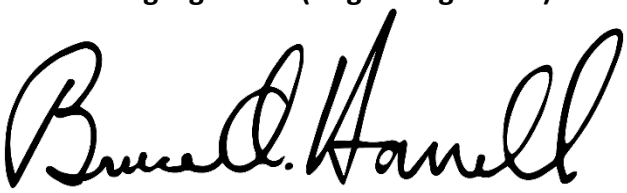
Legislation Text

File #: Appt 03339, **Version:** 1

Reappointment of Ksenia I. Ershova as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Ksenia I. Ershova*		
Board/Commission Name: *Seattle Bicycle Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 9/1/2025 **to** 8/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Wallingford*	**Zip Code:** *98103*	**Contact Phone No.:** [redacted]
Background: *Ksenia Ershova has an extensive history of seeing bike infrastructure evolve in Russia, Finland, and the Netherlands. She has experience in the health care sector, including working as an assistant professor, and, having seen firsthand the public health benefits of a safe biking culture, wants to help make biking easier to integrate into people's lifestyle.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Ksenia I. Ershova, MD, MS

Curriculum Vitae

University of Washington, Department of Anesthesiology and Pain Medicine

[redacted]

Education

2020 - 2024	**University of Washington** Department of Anesthesiology and Pain Medicine Resident physician, Bonica Research Scholar *Specialty*: Anesthesiology	Seattle, WA
2015 - 2017	**Skolkovo Institute of Science and Technology (Skoltech)** Center for Data-Intensive Biomedicine and Biotechnology & **University of Southern California** Institute of Genetic Medicine at Keck School of Medicine *Degree:* Master of Science in Biostatistics *Thesis:* Effects of Adjunctive Human Transferrin on Susceptibility and Emergence of Resistance in Gram-negative Pathogens *Thesis advisors:* Vladimir Zelman, MD, PhD; Brad Spellberg, MD, FIDSA, FACP *Accomplishments: summa cum laude*, GPA = 3.91	Moscow, Russia & Los Angeles, CA
2010-2013	**Saint Petersburg Pavlov State Medical University** Department of Anesthesiology and Critical Care *Specialty*: Anesthesiologist and Critical Care Medicine	Saint Petersburg Russia
2004 - 2010	**Saint Petersburg Pavlov State Medical University** *Degree*: Doctor of Medicine (MD) *Accomplishments*: *summa cum laude*, GPA = 3.94	Saint Petersburg Russia

Work experience

2024-present	Assistant Professor Department of Anesthesiology and Pain Medicine University of Washington	Seattle, WA
2018-2020	Research Scientist Department of Anesthesiology Keck School of Medicine at the University of Southern California	Los Angeles, CA
2017-2021	Teaching and Research Associate Department of Anesthesiology and Intensive Care School of Medicine and Psychology at Novosibirsk State University	Novosibirsk Russia
2014-2015	Medical Advisor Medical Department BIOCAD, Biopharmaceutical company	Saint Petersburg Russia

2013 - 2014	Attending Physician Department of Anesthesiology and Critical Care Rauhfus State Children's Hospital	Saint Petersburg Russia
2011-2014	Attending Physician Emergency Department CoRIS Assistance and State EMS Station	Saint Petersburg Russia
2011-2012	Attending Physician Department of Anesthesiology and Critical Care Saint George State Hospital	Saint Petersburg Russia

Teaching experience

2022-2024	Instructor, seminars for anesthesiology residents "Biostatistics and Evidence-Based Medicine" Department of Anesthesiology and Pain Medicine at UW	Seattle, WA, USA
2019 - 2020	Instructor, seminars for anesthesiology residents "Biostatistics and Research Methodology" Department of Anesthesiology, Keck School of Medicine at USC	Los Angeles, CA, USA
July 2019	Co-instructor, course for medical students "Transition to Clinical Medicine Airway Course" Keck School of Medicine at USC	Los Angeles, CA, USA
2018 -2020	Scientific Advisor for Master's Theses for 3 graduate students School of Medicine and Psychology at Novosibirsk State University	Novosibirsk Russia
2017 -2020	Instructor, elective seminars for medical students and residents "Evidence-based Medicine and Clinical Research" School of Medicine and Psychology at Novosibirsk State University	Novosibirsk Russia
September 2016	Instructor, lectures for early-career physicians "Omics Technologies in Clinical Oncology" Dmitry Rogachev's Federal Research Center for Pediatric Hematology, Oncology, and Immunology	Moscow Russia
January 2016	Instructor, elective course for graduate students "First Aid and Emergency Medicine" Skolkovo Institute of Science and Technology	Moscow Russia

Grant Funding

2024	Seafair grant, Washington State Society of Anesthesiologists	$10,000
2015	Government Foundation for Assistance to Small Innovative Enterprises in the Scientific and Technical Research, Moscow, Russia	Personal research scholarship "UMNIK" in Biotechnology Scope: Included 26,000 participants with 2,491 winners.

Awards & Honors

2023 First place, FAER Resident Scholar Abstract Award, Foundation for Anesthesia Education and Research (FAER), Anesthesiology 2023 Annual Meeting, San Francisco, CA

2020 Bonica research scholar, University of Washington, Seattle, WA

2017 Graduated *summa cum laude* from Skolkovo Institute of Science and Technology, Moscow, Russia

2016 Travel grant from Skolkovo Institute of Science and Technology to complete my Master thesis abroad at the University of Southern California

2010 Graduated *summa cum laude* from Saint Petersburg Pavlov State Medical University, Saint Petersburg, Russia

2008 Personal stipend for excellence in study, Saint Petersburg Pavlov State Medical University, Saint Petersburg, Russia

2008 Best Scientific Presentation 2008 at the 70th Scientific Conference "Live Issues In Experimental And Clinical Medicine 2008", Saint Petersburg, Russia

Peer-Reviewed Publications

1. T.S. Noyes, N.G.A. Nanditha, **K. Ershova**, J. Fox, C. Chen, C. Teply, A. Harris, N.J. Kassebaum. **2024**. "Incidence and Risk of Disease Complications among People with and without Sickle Cell Disease by Age and Sex, in the United States from 2016 to 2019." *HemaSphere* 8 (S4): 92.
2. **Ershova, K.**, N. Kassebaum, D. Nanditha. **2024**. "Sickle Cell Disease Is Associated with Increased Risk of Lower Respiratory Tract Infections Among Broad Patient Populations in the United States." *Anesthesia and Analgesia* 139 (5S): 741–42.
3. **Ershova, K**., D. Nanditha, J. Fox, N. Perumal, and N. Kassebaum. **2023**. "Association Between Pulmonary Hypertension and Sickle Cell Disease Depending on Genotype, Age, and Sex." *Anesthesia & Analgesia* 136 (5): 837–38.
4. Staus P, von Cube M, Hazard D, Doerken S, **Ershova K**, Balmford J, et al. "Inverse Probability Weighting Enhances Absolute Risk Estimation in Three Common Study Designs of Nosocomial Infections." *Clinical Epidemiology*. **2022** Sep 14;14:1053–64.PMID: 36134385.
5. **Ershova, K.**, I. Savin, D. Long, G. Danilov, M. Shifrin, and O. Ershova. **2022**. "Antibiotic Use in a Russian Neurosurgical ICU Decreased After Implementing Antibiotic Stewardship Program." *Anesthesia & Analgesia* 134 (5): 237–40.
6. **Ershova K**, Savin I, Khomenko O, Wong D, Danilov G, Shifrin M, et al. "The Incidence and Outcomes of Healthcare-Associated Respiratory Tract Infections in Non-Ventilated Neurocritical Care Patients: Results of a 10-year Cohort Study". *Journal of Clinical Neuroscience*. **2022** Mar 1;97:32–41.PMID: 35033779.
7. Feifel J, von Cube M, Ohneberg K, **Ershova K**, Wolkewitz M, Beyersmann J, et al. "Sampling Designs for Rare Time-dependent Exposures - A Comparison of the Nested Exposure, Case-control Design and Exposure Density Sampling." *Epidemiology and Infection*. **2021** Apr 23;1–31.PMID: 33888170.
8. **Ershova, K.** I., O. N. Ershova, I. A. Savin, G. D. Danilov, M. A. Shifrin, I. A. Alexandrova, and N. V. Kurdyumova. **2021**. "Meningitis after Neurosurgical Procedures: Results of a 10-Year Surveillance in a Russian Neurosurgical ICU." *Antimicrobial Resistance and Infection Control* 10 (1): 49–50.
9. Clark, B., M. Swanson, W. Widjaja, B. Cameron, V. Yu, **K. Ershova**, F. Wu, E. Vanstrum, R. Ulloa, A. Heng, M. Nurimba, N. Kokot, A. Kochhar, U. Sinha, M. Kim, S. Dickerson. "ERAS for Head and Neck Tissue Transfer Reduces Opioid Usage, Peak Pain Scores, and Blood Utilization." *Laryngoscope*. **2021**; 131(3):E792–9.PMID: 32516508.
10. **Ershova, K**., I. Savin, O. Khomenko, and O. Ershova. **2021**. "Seasonal Variability of the Incidence Rate of Healthcare-Associated Respiratory Tract Infections in a Neurosurgical ICU." *Anesthesia & Analgesia* 132 (5): 252–53.
11. **Ershova, K.**, M. Wolkewitz, O. Khomenko, O. Ershova, and V. Zelman. **2020**. "The Kaplan-Meier Model Overestimates The Probability Of Healthcare-Associated Infections In ICU Patients." *Anesthesia & Analgesia* 130 (5): 963–64.

12. Chung, C., H. Jae Seo, **K. Ershova**, B. Sharma, M. Tom, and D. Oakes. **2020**. "Effect of Postoperative Low Dose Intravenous Ketamine Infusion Following Total Hip Arthroplasty." *Anesthesia & Analgesia* 130 (5): 749.
13. Chen, E., **K. Ershova**, B. Sharma, M. Eloustaz, M. Tom, D. Oakes, C. Chung. **2020**. "Postoperative Low Dose Intravenous Ketamine Infusion Following Total Knee Arthroplasty." *Regional Anesthesia and Pain Medicine* 45 (7).
14. **Ershova, K.**, O. Khomenko, O. Ershova, I. Savin, N. Kurdumova, G. Danilov, M. Shifrin. **2020**. "The Impact of Intervention-Related Risk Factors on the Risk of Ventilator-Associated Pneumonia Is High in a Neurosurgical Intensive Care Unit." *Infection Control and Hospital Epidemiology* 41 (S1): s407–9.
15. Luna, B., **K. Ershova**, J. Yan, A. Ulhaq, T.. Nielsen, S. Hsieh, P. Pantapalangkoor, et al. "Adjunctive Transferrin to Reduce the Emergence of Antibiotic Resistance in Gram-Negative Bacteria." *The Journal of Antimicrobial Chemotherapy*. **2019**; 74 (9): 2631–39.PMID: 31170282.
16. **Ershova, K.**, I. Savin, O. Ershova, G. Danilov, N. Kurdumova, M. Shifrin, and I. Alexandrova. **2019**. "Healthcare-Associated Bloodstream Infection Rate Reduction in Neuro-ICU in Russia." A*ntimicrobial Resistance and Infection Control* 8 (Suppl 1) (148): 26–27
17. **Ershova, K.**, S. Astrakov, V. Zelman, E. Neporada, H. Muir, P. Lumb. **2019**. "Evidence-Based Medicine Course as Part of an International Medical Education Curriculum in a Russian Medical School." *BMJ Evidence-Based Medicine* 24 (Suppl 1): A24–A24.
18. **Ershova K**., I. Savin, N. Kurdyumova, D. Wong, G. Danilov, M. Shifrin, et al. "Implementing an Infection Control and Prevention Program Decreases the Incidence of Healthcare-Associated Infections and Antibiotic Resistance in a Russian Neuro-ICU." *Antimicrobial Resistance and Infection Control*. **2018**; 7 (1): 94. PMID: 30083313.
19. Savin I., **K. Ershova**, N. Kurdyumova, O. Ershova, O. Khomenko, G. Danilov, M. Shifrin, and V. Zelman "Healthcare-Associated Ventriculitis and Meningitis in a Neuro-ICU: Incidence and Risk Factors Selected by Machine Learning Approach." *Journal of Critical Care*. **2018**; 45 (June): 95–104. PMID: 29413730.
20. Berger J., V. Zelman, H. Muir, R. Amaya, and **K. Ershova** "Clinical Ethics of the Do-Not-Resuscitate (DNR) Order and Other Advanced Directives in Anesthesia and ICU." *General Reanimatology*. **2017**; 13 (2): 61–74.

Oral presentations

2023	Western Anesthesia Research Conference; "Association between Pulmonary Hypertension and Sickle Cell Disease Depending on Genotype, Age, and Sex"	Phoenix AZ
2022	Journal club of the UW Neurocritical Care Service (NCCS); "The incidence and outcomes of healthcare-associated respiratory tract infections in non-ventilated neurocritical care patients: Results of a 10-year cohort study"	Seattle WA
2021	Western Anesthesia Research Conference; "Combining Gradient Boosting Machine With Sensitivity Analysis Improves Identification Of Risk Factors Of Healthcare-Associated Infections in Neurosurgical ICU"	Virtual
2019	Grand Rounds of the Department of Anesthesiology at Keck School of Medicine at USC; "Healthcare-associated respiratory infections in neuro-ICU: the results of the eight-year observational cohort study"	Los Angeles CA
2019	Annual conference of the Center for Evidence-Based Medicine (CEBM), University of Oxford and the British Medical Journal (BMJ) EBM Live-2019; "Evidence-Based Medicine Course as Part of an International Medical Education Curriculum in a Russian Medical School"	Oxford United Kingdom

2018	The 17th Forum of the Russian Federation of Anesthesiologists and Reanimatologists; "Presentation of the 'Mirror Departments of Anesthesiology' at USC and Novosibirsk State University"	Saint Petersburg Russia
2017	First International Congress of Anesthesiologists and Intensivists; "Nosocomial Pathogens and Antibiotics in Intensive Care"	Astana Kazakhstan
2017	Grand Rounds of the Department of Anesthesiology at Keck School of Medicine at USC; "Nosocomial Infections and Antibiotic Resistance"	Los Angeles CA
2015	Innovation Forum "Open Innovations 2015"; "The Development of a Ketamine Antidote Based on RNA Aptamers"	Moscow Russia
2008	Conference of Young Researchers "Live Issues in Pathophysiology 2008" at SPbGMU; "The Study of Vascular Effects of ACE Inhibitor Enalapril in Experiment"	Saint Petersburg Russia
2008	The 60th Scientific Students Conference and 36th Conference of Young Researchers at SPbGMU; "The Effect of ACE Inhibitor Enalapril on the Flow-Dependent Vasodilatation"	Smolensk Russia
2008	The 3rd International Pirogov Student Scientific Medical Conference; "The Effect of the ACE Inhibitor Enalapril on the Mechanism of Arterial Blood Pressure Optimization"	Moscow Russia
2007	The 68th Scientific Conference "Live Issues in Experimental and Clinical Medicine 2007"; "The Study of Mesenteric and Subcutaneous Mast Cells at Different Stages of the Development of Toxic Fibrosing Alveolitis"	Saint Petersburg Russia

Professional Affiliations

2020-present	International Anesthesia Research Society (IARS)	USA
2018-present	American Society of Anesthesiologists (ASA)	USA
2013-present	European Society of Anesthesiology (ESA)	Belgium
2010-2020	Federation of Anesthesiologists and Reanimatologists of Russia	Russia
2009-2013	Saint Petersburg Scientific & Practical Society of Anesthesiologists and Reanimatologists	Russia
2005-2010	Student Scientific Society for Anesthesiology and Emergency Medicine at the Saint Petersburg Pavlov State Medical University	Russia

Community Services

2018-present **Ad Hoc Reviewer**

- *The Journal of Critical Care*, ISSN: 0883-9441
- *Burdenko Journal of Neurosurgery,* ISSN: 0042-8817
- *Drug, Healthcare and Patient Safety*, ISSN: 1179-1365

2016 **Teaching Assistant**
Skolkovo Institute of Science and Technology, Moscow, Russia
Education courses: *"Innovation Workshop"* led by prof. I. Dubinsky;
"Genetic Animal Models and Integrative Physiology in Drug Discovery" led by prof. Y. Kotelevtsev

2007-2013 **Member of the Conference Organizing Committee**
- International Conference "*CellTherapyCardio 2013"*, Saint Petersburg, Russia
- Scientific Conference "Live Issues in Experimental and Clinical Medicine 2007 and 2008", Saint Petersburg, Russia

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	4	1.	Member	Ksenia I. Ershova	9/1/2025	8/31/2027	2	Mayor
6	F	2	2.	Member	Kathryn L. Ricchiuto	9/1/2024	8/31/2026	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2025	8/31/2027	2	Mayor
2	M	2	4.	Member	Madin Akpo-Esambe	9/1/2025	8/31/2027	2	City Council
1	M	6	5.	Member	Taylor Hom	9/1/2025	8/31/2027	2	Mayor
			6.	Member		9/1/2025	8/31/2027		City Council
			7.	Member	Joan Chen	9/1/2024	8/31/2026	1	Mayor
3	M	2	8.	Member	Rafael Ronquillo	9/1/2024	8/31/2026	1	City Council
6	NB/O	3	9.	Member	Molly McNeely	9/1/2024	8/31/2026	1	Mayor
6	M	1	10.	Member	Maxwell Baker	9/1/2024	8/31/2026	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2024	8/31/2026	2	Mayor
			12.	Get Engaged Member	Naomi Cutler	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2		2	1	1	1			2			1
Council	3	1				1	1			2			
Other													
Total	5	5		2	1	2	2			4			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03340, **Version:** 1

Reappointment of Taylor Hom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Taylor Hom*		
Board/Commission Name: *Seattle Bicycle Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 9/1/2025 **to** 8/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Ballard*	**Zip Code:** *98107*	**Contact Phone No.:** [redacted]
Background: *Taylor is a bike commuter and small business owner in SODO. He believes in having positive safe conversations and finding productive outlets to help make cycling better for everyone. Taylor organizes bike rides in his community and wants to help make the bike network safer in Seattle.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*



TAYLOR HOM

SEATTLE BIKE ADVISORY BOARD MEMBER · SEATTLE, UNITED STATES [redacted]

DETAILS

[redacted]

LINKS

[redacted]

SKILLS

- Leadership
- Effective Time Management
- Attention to Detail
- Creativity

HOBBIES

Cycling, bicycle maintenance, hiking, back-packing.

PROFILE

In a world of digital media, I pride myself on making bespoke marketing/creative content that focuses on real humans with real stories. Business building and filmmaking go hand in hand. It requires patience, experience, community, and vision. I embody these qualities every day as a Co-founder and Video Professional at my company, Particle Creative and Studio, located in the SODO district of Seattle, WA.

EMPLOYMENT HISTORY

Personal Banker at JP Morgan Chase, Seattle, WA
January 2015 — December 2016

As a personal banker, I helped customers in a retail environment manage their bank accounts, make payments, and apply for lending.

Director of Content at TRED, Seattle, WA
December 2016 — January 2018

TRED (recently acquired by Auto Trader), was an online buying and selling platform for used cars. As Creative Director, I produced, edited, and published all of TRED's marketing content.

Co-Founder at Particle Creative and Studio, Seattle, WA
February 2018 — Present

Particle Creative and Studio is a creative agency serving a diverse array of clients ranging from small/mid-stage startups to large companies (such as United Airlines, Amazon, and Adobe). We produce video, photo, and web content with a small team based in the SODO district of Seattle. Particle also owns and operates two studio public-facing production spaces in Seattle and Portland.

EDUCATION

High School Diploma, Tacoma School of the Arts, Tacoma, Washington
September 2009 — July 2012

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	4	1.	Member	Ksenia I. Ershova	9/1/2025	8/31/2027	2	Mayor
6	F	2	2.	Member	Kathryn L. Ricchiuto	9/1/2024	8/31/2026	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2025	8/31/2027	2	Mayor
2	M	2	4.	Member	Madin Akpo-Esambe	9/1/2025	8/31/2027	2	City Council
1	M	6	5.	Member	Taylor Hom	9/1/2025	8/31/2027	2	Mayor
			6.	Member		9/1/2025	8/31/2027		City Council
			7.	Member	Joan Chen	9/1/2024	8/31/2026	1	Mayor
3	M	2	8.	Member	Rafael Ronquillo	9/1/2024	8/31/2026	1	City Council
6	NB/O	3	9.	Member	Molly McNeely	9/1/2024	8/31/2026	1	Mayor
6	M	1	10.	Member	Maxwell Baker	9/1/2024	8/31/2026	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2024	8/31/2026	2	Mayor
			12.	Get Engaged Member	Naomi Cutler	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	Male (1)	Female (2)	Transgender (3)	NB/ O/ U (4)	Asian (5)	Black/ African American (6)	Hispanic/ Latino (7)	American Indian/ Alaska Native (8)	Other (9)	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2		2	1	1	1			2			1
Council	3	1				1	1			2			
Other													
Total	5	5		2	1	2	2			4			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03341, **Version:** 1

Reappointment of Nia Ransom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Nia Ransom*		
Board/Commission Name: *Seattle Bicycle Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 9/1/2025 **to** 8/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Atlantic*	**Zip Code:** *98144*	**Contact Phone No.:** [redacted]
Background: *Nia Ransom has an extensive history with bicycling, including teaching mountain bike youth classes, working in a bike shop, and leading bike events for women and the LGBTQ community.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Nia Ransom

Customer Success Specialist

A high-performing and personable person with 11 years in customer service, 4.5 years in client relations, and 3 years in project management and onboarding within a world class B2B, education, non-profit, manufacturing, and retail setting.

Core Competencies

Onboarding & Vetting |Scheduling |Project Management | Customer Service | Data Tracking | Process Documentation |Sales

Professional Experience

Wombi, Customer Success Specialist (Seattle, WA, Hybrid) October 2024 - Present

- Manage sales funnel and manage customer requests, B2B partnerships and assist with Seattle marketing initiatives and events

University of Washington - School of Medicine, Program Coordinator (Seattle, WA, Hybrid) July 2023 - Present

- Review and approve compliance requirements for 500 students entering the UW Visiting Student Program.
- Maintain student profiles and schedule 1200 students into 11 different medical programs.
- Plan and execute 8 large and small community events for students, thus helping foster a sense of belonging.

Fully LLC, Workplace Project Manager (Seattle, WA, remote) July 2022 - March 2023

- Managed complex scheduling and executed 10-20 office installations, bi-weekly.
- Vetted, sourced, and onboarded new installers into our system.
- Updated project statuses internally and noted any issues for account managers and stakeholders daily.
- Quote delivery, installation, and determine cost of punch trips depending on scope of work.
- Trained and oriented 11 new hires around the sales, installation, and logistics processes.

Fully LLC, Workplace Account Manager (Portland, OR, remote), November 2021- July2022

- Used a consultative approach to understand the client's budget, timeline, and ergonomic needs, negotiated pricing
- Facilitated meetings with designers, clients, and project managers to create project plans and product schedules.
- Partnered with the Business Analyst to create reports to track sales and purchasing patterns for return customers.
- Partnered with business development to manage the A&D trade program, resulting in 7 projects over $100K.

Fully, LLC, Workplace Client Services Representative (Portland, OR), July 2019 - November 2021

- Served as the main point of contact for commercial customer inquiries and complaints and triaged the case queue.
- Vetted and on-boarded over 1,500 prospects into our system, and maintained client profiles by updating changes.
- Partnered with Account Managers to correct order issues and helped to maintain an 85% conversion rate.
- Resolved 33,000 tickets and inquiries and onboarded 1,100 new clients through phone and email.
- Gathered customer feedback and worked with product development to improve product functionality.

Fully, LLC, Warranty Specialist (Portland, OR), October 2018 - June 2019

- Communicated with vendors daily regarding warranty issues and determined steps for and timeline for resolution.
- Tracked and reported product issues to manufacturers using Excel.
- Created product documents and videos for customers and vendors around how to fix common product issues.

Sports Basement, Bike Floor Lead and Community Coordinator (San Francisco, CA), March 2015 - June 2018

- Managed the bike repair calendar for a team of 5 mechanics, and onboarded new staff.
- Engaged 120 customers in 7 different bike related events, in which I planned and executed across 3 months.
- Assisted customers with test rides, executed basic repairs, and closed bike sales.

Education

BA, Film and Media Studies, San Francisco State University, 2013
Coursera Certificate: Recruiting, Hiring, and Onboarding Employees - Issued May 2023
Coursera Certificate: Foundations of Project Management, Project Initiation, and Project Planning - Issued May - Dec 2023

Volunteer

Seattle Bike Advisory Board, Co-Chair (Seattle, CA) - September 2023 - Present

Technical Skills

Excel, Powerpoint, Microsoft Office, Google Suite, NetSuite, Outlook, Tableau, Outlook, Powerpoint, Zendesk, Sharepoint

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	4	1.	Member	Ksenia I. Ershova	9/1/2025	8/31/2027	2	Mayor
6	F	2	2.	Member	Kathryn L. Ricchiuto	9/1/2024	8/31/2026	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2025	8/31/2027	2	Mayor
2	M	2	4.	Member	Madin Akpo-Esambe	9/1/2025	8/31/2027	2	City Council
1	M	6	5.	Member	Taylor Hom	9/1/2025	8/31/2027	2	Mayor
			6.	Member		9/1/2025	8/31/2027		City Council
			7.	Member	Joan Chen	9/1/2024	8/31/2026	1	Mayor
3	M	2	8.	Member	Rafael Ronquillo	9/1/2024	8/31/2026	1	City Council
6	NB/O	3	9.	Member	Molly McNeely	9/1/2024	8/31/2026	1	Mayor
6	M	1	10.	Member	Maxwell Baker	9/1/2024	8/31/2026	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2024	8/31/2026	2	Mayor
			12.	Get Engaged Member	Naomi Cutler	9/1/2025	8/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	2		2	1	1	1			2			1
Council	3	1				1	1			2			
Other													
Total	5	5		2	1	2	2			4			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03342, **Version:** 1

Appointment of Lily Andualem as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Lily Andualem*		
Board/Commission Name: *Seattle Pedestrian Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 4/1/2025 **to** 3/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Central District*	**Zip Code:** *98144*	**Contact Phone No.:** *Business phone # - NOT personal phone #*
Background: *Lily Andualem brings the perspective of someone who is relatively new to urban living and deeply enthusiastic about what walkability makes possible. She is passionate about how walkability supports public health, equity, and sustainability and wants to help protect and expand this kind of access for all Seattle residents.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Lily Andualem

[redacted]

EDUCATION

The Ohio State University, B.S. Science in Industrial and Systems Engineering

WORK EXPERIENCE

Microsoft Corporation, Datacenter Technical Program Manager **March 2024 – Present**

- Developed roadmap for global datacenter services breakfix team to shift scope from a reactive, escalation-based environment to proactive, strategic team of 12 program managers tasked with scaling IT support to enable growing AI cloud infrastructure in Microsoft datacenters
- Developed 3 new servicing workflows to maintain high availability needs for Nvidia Blackwell GB200 GPU servers, leading to 95% Nodes in Service target achievement.
- Leading batch repair program that allows repair of multiple failed components in IT equipment in one repair, opposed to standard 1 ticket = 1 task model. Batch repair pilot program results driving 50% decrease in time to resolve.

Microsoft Corporation, Rotational Program

Rotation 3: Consumer Sales Finance, Financial Analyst **September 2023 – March 2024**

- Supported rhythm and reporting for consumer sales LT, including monthly business reviews, close meetings and fiscal yr budget
- Led automation of manual key reports to drive efficiency and capacity across financial analysts

Rotation 2: Operations PM: Operations Deal Manager **March 2023 – September 2023**

- Responsible for deal pipeline management, field engagement, and de-risking to maximize revenue and enable compliant processing of customer agreements across 17 Latin America countries
- Collaborated with ODM community to identify synergies between LOBs for streamlining and scaling the role. Performed analysis across 3 pillars of pipeline mgmt., field engagement, and order-to-cash/escalation management for time-savings opportunities.
- Analyzed prioritization and escalation data to reduce volume and invalid escalations (up to 66%). Developed targeted field announcements for re-education on valid scenarios, improving efficiency and queue time to resolution ahead of FY23 close

Rotation 1: Operations PM: Planning and Launch Manager **March 2022 – March 2023**

- Mobilized cross-functional teams for six on-time launches, ensuring compliant and appropriate risk mitigation plans
- Launched the Unified Enhanced Response add-on, driving customer transition from Premier support to Unified Enterprise support, resulting in $7.3M in Support Billed Revenue and $203M in FY23 pipeline.
- Managed the Reactive Enhanced Designated Engineering launch within 6 weeks, maintaining compliance and aligning with leadership priorities.
- Developed guidelines for "on-hold" and "cancelled" launches across PM community to standardize launch policy

Microsoft Business Operations PM Intern **May 2021 – August 2021**

- Led low-code/no-code MVP solution development for partner payment automation using Microsoft Power Automate
- Replaced portions of End-Customer Investment Funds (ECIF) manual payment order creation, saving 22 min/PO, translating to $274k+ net benefits over 3 years on vendor spend
- Delivered successful project outcomes and intern presentation to MBO EPIC LT, leading to the sharing of findings at MBO All-Hands meeting as a prime example of leveraging citizen developer low-code/no-code solutions in day-to-day operations

Johnson & Johnson | Walgreens Customer Logistics Supply Chain Co-op **August 2020 – January 2021**

- Supported customer-facing team in meeting Walgreens supply chain needs of Johnson & Johnson consumer products
- Developed key reports for internal and external teams to track inventory, sales trends, forecasting, and ordering

PepsiCo: Frito-Lay | Warehouse Optimization Engineering Intern **June 2020 – August 2020**

- Developed strategy, scope, and justification for $10MM shuttle upgrade project for automated warehouse system to address low performance and growing obsolescence concerns across multiple affected sites
- Negotiated 5% savings of $445M with vendor by optimizing project schedule through Operations team collaboration

LEADERSHIP & PROFESSIONAL DEVELOPMENT

Blacks at Microsoft Early-In-Career (BAM EIC) | Holistic Wellness Committee Lead **June 2022 - Present**

- Organized events such as virtual Vision-Board workshops and in-person lunch meetups to connect the BAM EIC general body
- Coordinated a cross-regional Black Panther movie night for BAM members, fostering a consistent viewing experience

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/24	3/31/26	2	City Council
4	F	1	2.	Member	Chris Mackay	4/1/25	3/31/27	1	City Council
6	M	5	3.	Member	Wes Mills	4/1/24	3/31/26	2	City Council
			4.	Member		4/1/25	3/31/27		City Council
			5.	Member		4/1/25	3/31/27		City Council
6	F	1	6.	Member	Kelsey Nyland	4/1/24	3/31/26	1	Mayor
			7.	Member	Lily Andualem	4/1/25	3/31/27	1	Mayor
6	F	4	8.	Member	Tracy Timmons-Gray	4/1/24	3/31/26	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/24	3/31/26	2	Mayor
6	F	5	10.	Member	Delaney Lind	4/1/25	3/31/27	2	Mayor
3	F	3	11.	Member	Stevie Rae Brown	4/1/24	3/31/26	1	Mayor
			12.	Get Engaged Member	Jeremy Knapp	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		5		1			2			4			
Council	2	3					1			4			
Other													
Total	2	8		1			3			8			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)

****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown

RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03343, **Version:** 1

Reappointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Delaney Lind*		
Board/Commission Name: *Seattle Pedestrian Advisory Board*		**Position Title:** *Member*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other	**Term of Position: *** 4/1/2025 **to** 3/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Olympic Hills*	**Zip Code:** *98125*	**Contact Phone No.:** [redacted]
Background: *Delany is a System Specialist for Donor and Volunteer Services at the YMCA of Greater Seattle with experience in collaborative leadership, donor communication, community engagement, and project management.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **August 25th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

DELANEY LIND

TOP SKILLS

- Collaborative Leadership
- Donor Communication
- Community Engagement
- Fundraising Administrative Support
- Project Management
- Database Management
- Donor Stewardship & Customer Service
- Event Planning
- Detailed Procedure Creation
- Microsoft Office Suite

RELEVANT WORK EXPERIENCE

System Specialist for Donor and Volunteer Services
(promoted from Donor Services Coordinator and Business System Admin)

YMCA of Greater Seattle | May 2021 to Present

- Facilitates stewardship and cultivation activities through accurate donor and gift information entry in Raiser's Edge
- Supports development efforts through prospect research and management
- Prepares constituent and gift reports for program staff and Financial Development team
- Acts as the main point of contact for 4 branches regarding gift processing and reporting
- Provides data management for entirety of volunteerism database system for YGS association
- Communicates fluently between donors, members, branch staff, and association staff

Sales Lead

White House Black Market | November 2020 to April 2021

- Improved Customer Experience focus at the Alderwood boutique by leading the team in best practices for customer acquisition/capture, loyalty, communications, and achieving store goals
- Assisted with administrative tasks such as payroll and inventory management
- Conducted proper store opening and closing procedures

Annual Giving Intern/Student Aide

University of Mary Washington | October 2018 to December 2019

- Developed targeted strategies to increase participation among young alumni donors
- Promoted educational resources on campus about how student philanthropy and private funding helped support UMW
- Created communication schedules and engaging content for email and social media
- Provided constructive feedback by reviewing marketing materials such as the Giving Day website and donor communications
- Utilized Canva, as well as Adobe Photoshop, to create marketing graphics

EDUCATION

University of Mary Washington

Bachelor's Degree in Business Administration | Graduated December 2019 | Magna Cum Laude

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/24	3/31/26	2	City Council
4	F	1	2.	Member	Chris Mackay	4/1/25	3/31/27	1	City Council
6	M	5	3.	Member	Wes Mills	4/1/24	3/31/26	2	City Council
			4.	Member		4/1/25	3/31/27		City Council
			5.	Member		4/1/25	3/31/27		City Council
6	F	1	6.	Member	Kelsey Nyland	4/1/24	3/31/26	1	Mayor
			7.	Member	Lily Andualem	4/1/25	3/31/27	1	Mayor
6	F	4	8.	Member	Tracy Timmons-Gray	4/1/24	3/31/26	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/24	3/31/26	2	Mayor
6	F	5	10.	Member	Delaney Lind	4/1/25	3/31/27	2	Mayor
3	F	3	11.	Member	Stevie Rae Brown	4/1/24	3/31/26	1	Mayor
			12.	Get Engaged Member	Jeremy Knapp	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		5		1			2			4			
Council	2	3					1			4			
Other													
Total	2	8		1			3			8			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)

****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown

RD Residential Council District number 1 through 7 or **N/A**

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03344, **Version:** 1

Appointment of Timothy Harrison Chang as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Timothy Harrison Chang*		
Board/Commission Name: *Transportation Levy Oversight Committee*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 1/1/2025 **to** 12/31/2028 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Roosevelt*	**Zip Code:** *98115*	**Contact Phone No.*:*** [redacted]
Background: *I want to serve on the Transportation Levy Oversight Committee because I have a personal interest in seeing our city's transportation network become safer, more efficient, and environmentally friendly. As someone who regularly uses all the major modes of transportation in Seattle—walking, biking, transit, driving, and even the water taxi—I understand the importance of a well-integrated, accessible transportation system that meets the diverse needs of our community. I am committed to promoting transparency, accountability, and good governance, especially when it comes to managing public resources. Serving on this committee would allow me to help ensure that transportation levy funds are utilized wisely, advancing projects that make our transportation network safer, more sustainable, and more efficient.* *Timothy was selected for appointment by Councilmember Robert Kettle (District 7).*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **9/8/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Timothy Harrison Chang
[redacted]

Summary

I am a fourth-year teacher with the Federal Way Public Schools committed to ensuring all students have high quality education that enables them to achieve their full potential. I continuously refine my teaching practice to better meet the diverse assets and needs of my high school students, especially multilingual students and students with individualized education plans (IEPs). I develop strong relationships with students and create a supportive classroom atmosphere that enables academic risk-taking.

JOB EXPERIENCE

8/2021 – *Present* **Teacher** at Thomas Jefferson High School – Federal Way School District, Federal Way, WA

- Teach World History and Advancement Via Individual Determination (AVID) to scholars in 9th grade
- Teach International Baccalaureate (IB) History of the Americas to scholars in 11th grade
- Participate actively in professional learning communities to track and enhance our student's CER (claim, evidence, rationale) abilities and support our culturally-responsive teaching strategies
- Differentiate instruction to create meaningful learning opportunities for all students with a special emphasis on multilingual scholars and students with IEPs/504s
- Serve as the faculty advisor to the Asian Student Union

9/2020 – 6/2021 **Teaching Intern** at TAF@Saghalie – Federal Way School District, Federal Way, WA

- Co-taught two integrated humanities courses (civics, history, English language arts, and ethnic studies) to a diverse group of juniors and seniors
- Developed ethnic studies and history lesson plans consistent with state standards and district curriculum that develop student ability to employ an equity-based lens in viewing the world
- Supported students and collaborated with other teachers to implement two school-wide STEM project-based learning experiences in a virtual learning environment
- Leveraged education technology tools (Zoom, Canvas, and Nearpod) to support student learning and engagement in a virtual setting

9/2017 – 1/2020 **Experienced Audit Associate** at PricewaterhouseCoopers (PwC), Seattle, WA

- Performed audits and walkthroughs of client systems and processes with a focus on the financial service and insurance industries
- Utilized analytical tools to identify material trends in client data; gleaned insights from unstructured data
- Professionally communicated with all levels of client personnel, including senior management
- Researched accounting codifications and provide guidance and recommendations to clients
- Leveraged firm tools to manage engagement economics and track major deliverables
- Coached first year associates through interim and year-end work

6/2016 - 8/2016 **Audit Intern** at PricewaterhouseCoopers (PwC), Seattle, WA

- Audited publicly traded and privately held companies, executing planning and testing procedures of significant accounts and controls with a focus on the financial services industry

9/2013 - 5/2016 **Student Fellow** with the Religion and Public Life Program, Rice University, Houston, TX

- Conducted qualitative and quantitative research under the mentorship of Professor Elaine Ecklund

- Wrote newsletter articles for donors, developed topic summaries for public events, and worked collaboratively with other fellows to analyze research data
- Delivered research presentations to weekly team meetings and planning sessions

COMMUNITY SERVICE

7/2019 – 12/2024 **Treasurer**, Bethany Presbyterian Church, Seattle, WA

- Analyze church finances and deliver monthly financial presentations to the church board
- Develop annual budget and host Q&As with the congregation
- Guided church through process of receiving a Paycheck Protection Program (PPP) loan and subsequent loan forgiveness

7/2018 – *Present* **High School Youth Group Leader**, Bethany Presbyterian Church, Seattle, WA

- Lead a small group at youth group and assist in planning and executing youth group events
- Mentor students and encourage them to explore their spirituality/faith

11/2013 - 5/2014 **Collegiate Leadership Collaborative Mentor**, Rice University, Houston, TX

- Guided high school students working on a project to combat educational inequality

LEADERSHIP

7/2014 - 5/2016 **Director of the Student Admission Council,** Rice University, Houston, TX

- Led team of over 300 students and managed our executive board
- Coordinated with the Office of Admission in the planning of major events, including Owl Days, a 3-day admitted student event that reached over 500 students and parents
- Delivered speeches to prospective students; coordinated over 100 clubs for the activities fair at Owl Days; developed and implemented welcoming ceremony for admitted students

EDUCATION

6/2020 – 6/2021 **Seattle Pacific University,** Seattle, WA GPA – 3.95/4.00
Master of Arts in Teaching

8/2016 - 5/2017 **Rice University**, Jones School of Business, Houston, TX GPA – 3.93/4.00
Master of Accounting Program (MAcc)

8/2012 - 5/2016 **Rice University**, Houston, TX, *Cum Laude* GPA – 3.86/4.00
Major: Sociology - Honors, Minors: Business; Poverty, Justice, & Human Capabilities

AWARDS

1/2022 **Because of You Award** – given to educators at Federal Way Public Schools in recognition of making a positive difference in the lives of scholars

5/2016 **Weber-Durkheim Award -** given to a graduating senior in recognition of outstanding work in sociology

4/2016 **Rice Undergraduate Research Symposium, Social Sciences – 2nd Place Presentation**

- "*Relationship between Investment in Mass Transportation and Income Inequality in Urban Centers of the United States"*

SKILLS AND CREDENTIALS

- **Washington Residency Teacher Certificate** (History/Social Studies/ELA/Middle Level Mathematics)
- **Technical:** Proficient in MS Office (Word, Excel, PowerPoint, Access); STATA; Alteryx; Nearpod; Canvas
- **Languages:** English (fluent), Spanish (conversational)
- Certified Public Accountant (inactive), Washington State

Transportation Levy Oversight Committee

19 Members: Pursuant to *Ordinance 127053, all appointed* members are subject to City Council confirmation, *4*-year terms, except for the Get Engaged Member who will serve a 1-year term pursuant to SMC 3.51.

- *7* City Council-appointed
- *6* Mayor-appointed (includes 1 Get Engaged position)
- *1* Chair of City Council's Transportation Committee - Ordinance
- *1* City Budget Director - Ordinance
- *1* Seattle Pedestrian Advisory Board
- *1* Seattle Bicycle Advisory Board
- *1* Seattle Transit Advisory Board
- *1* Seattle Freight Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Chair of CC's Transportation Committee	Rob Saka	N/A	N/A		Ordinance
			2.	City Budget Director	Dan Eder	N/A	N/A		Ordinance
6	M	5	3.	Ex-Officio Member	Wes Mills	N/A	N/A		Seattle Pedestrian Advisory Board
			4.	Ex-Officio Member	Vacant	N/A	N/A		Seattle Bicycle Advisory Board
6	M	7	5.	Ex-Officio Member	Zachary Burton	N/A	N/A		Seattle Transit Advisory Board
6	F		6.	Ex-Officio Member	Geri Poor	N/A	N/A		Seattle Freight Advisory Board
6	M	4	7.	Get Engaged Member	Leonard Harrison Jerome	01/01/25	8/31/25	1	Mayor
6	M	2	8.	Member	Jack Brand	01/01/25	12/31/28	1	Mayor
6	F	3	9.	Member	Alex Hudson	01/01/25	12/31/28	1	Mayor
6	M	6	10	Member	Chase Kitchen	01/01/25	12/31/28	1	Mayor
2	M	5	11.	Member	Kaid Ni Ray-Tipton	01/01/25	12/31/28	1	Mayor
2	F	2	12.	Member	Nafiso D. Samatar	01/01/25	12/31/28	1	Mayor
6	M	1	13.	Member	Steven C. Pumphrey	01/01/25	12/31/28	1	City Council
		2	14.	Member	Lynda Firey Oldroyd	01/01/25	12/31/28	1	City Council
3	M	3	15.	Member	Tyler J. Vasquez	01/01/25	12/31/28	1	City Council
		4	16.	Member	Lucy Carter Sloman	01/01/25	12/31/28	1	City Cour

6	M	6	17.	Member	Jack Edson Whisner	01/01/25	12/31/28	1	City Council
6	F	6	18.	Member	Lisa Bogardus	01/01/25	12/31/28	1	City Council
1	M	4	19.	Member	Timothy Harrison Chang	01/01/25	12/31/28	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	2				2				4			
Council	4	1			1		1			3			
Other	2	2								4			
Total	10	5			1	2	1			11			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03345, **Version:** 1

Appointment of Daniel Wolpert as member, Seattle Transit Advisory Board, for a term to August 2, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Daniel Wolpert*		
Board/Commission Name: *Seattle Transit Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 8/3/2025 **to** 8/2/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Alki, West Seattle*	**Zip Code:** *98116*	**Contact Phone No.:** [redacted]
Background: *In addition to his work in spiritual life and leadership, I have worked in the construction industry for four decades and have served in leadership roles in multiple public and private construction and community development projects, several in the multi-million dollar range. A life long user of public transportation and bike paths, I am passionate about making communities travel friendly, accessible, and sustainable. Bringing my expertise in community engagement and consensus building alongside my passion for healthy transportation I believe would serve this Board and the City of Seattle well.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **11/10/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Rev. Daniel Wolpert M.Div., MA.

[redacted]

Education

San Francisco Theological Seminary; M.Div. 5/00
Naropa Institute; MA. Clinical Psychology 12/87
University of California, Berkeley; BA. Genetics 6/80

Job Experience - My job history and background is diverse and multifaceted and so my experience is categorized by activity so as to more clearly display my wide variety of skills and experience.

Spiritual Life and Leadership: As a student of the spiritual life for the past almost 40 years I have taught, led retreats, led communities, and written on spiritual life and practice both nationally and internationally.

Current — Book Author-
"Looking Inward, Living Outward" - Upper Room June 2024
"Creation's Wisdom" - Orbis Press Fall 2020
"The Collapse of the Three Story Universe: Christianity in an Age of Science" – MICAH 2013
"Creating a Life with God"- Upper Room July 2003 and 2023 20th Anniversary Edition (republished in 4 countries and 3 languages)
"Meeting God in Virtual Reality"- Abingdon Press: May 2004 (also published in Chinese)
"Leading a Life with God" – Upper Room 2006

I have also authored numerous articles and books chapters on contemplation, spiritual leadership, and the spiritual dimension of healing.

Current — Retreat Leader/Speaker: Lead retreats and teaching on prayer, the spiritual life, and spiritual leadership at numerous venues in the U.S. and abroad including: Upper Room Academy for Spiritual Formation, UND medical school, Luther Seminary, UCLA, church and church board retreats, national gatherings for a variety of ministries, Cooperative Baptist Fellowship national gathering, among others.

6/20-6/25 Certificate in Spiritual Direction & Social Transformation - Co-Director of training program for Spiritual Directors in a unique approach to spiritual direction through examination of social and systemic transformation as well as individual work.

2018- 5/19 Plymouth Congregational Church, Minneapolis MN - Interim Minister in a 1,500 member historic, progressive, downtown church. In this unique role as the congregations 'spiritual therapist' I helped the church transition following a difficult staffing change. Roles include teaching, preaching, helping with governance issues and systemic healing work.

2000-2014 First Presbyterian Church, Crookston MN- Solo pastor (2000- 2013), Part time pastor (begun 9/13)

2000-2004 Sabbath Retreat Co-Director- Speaker, retreat leader, and administrator for the Sabbath retreat program: Five day retreats using prayer practices for ministers and youth workers.

9/97-6/00 San Francisco Theological Seminary: Small group leader, speaker for Youth Ministry and Spirituality Project, Sabbath Retreat Program, and Certificate program in Spiritual Direction. Teaching assistant in Theology core course. Co-instructor in course on Centering Prayer. Supervisor for spiritual directors in training.

10/89-9/90 Lumen Christi Monastery: Benedictine oblate. Lived and worked in contemplative community. Participated in daily prayer and work. Helped build retreat cabin and care for sheep flock.

Organizational Development and Leadership: I have been a part of numerous Boards and community projects, often in leadership roles. I have also created a successful religious non-profit that flourished for 22 years.

2002-2023 Minnesota Institute of Contemplation and Healing- co-founder and Executive-director of multifaceted facility for the practice and study of contemplation, healing, and the arts. Job responsibilities include administration, financial management, teaching nationally and internationally in the areas of spiritual practice and leadership, and retreat leading in a variety of locations.

1996-present Organizational Leadership - While student at San Francisco Theological Seminary I was part of the committee that oversaw the redevelopment of the Seminary's historic buildings that had been closed after the 1989 earthquake. This was a $12 million

project. While pastor in Crookston MN I was a key leader in the development of a community wide discernment process that resulted in the building of a $10 million community center. I also served as president of the United Way Board, overseeing the most successful fundraising campaign in the organization's history.

Healing Work: As a trained psychologist specializing in family systems therapy, and also as a spiritual director I have worked in a variety of settings practicing the healing arts. I have also taught spiritual direction in 4 different programs around the United States and also taught in the field of psychology at the college level.

9/90-present Private Practice: Private clinical psychology/spiritual direction practice including individual, family, couples counseling, individual direction, running retreats and workshops.

1/24 - present Osher Center UW - Affiliate member and faculty

2014-5/2019 Penny George Institute for Health and Healing - Spiritual Director at a nationally renowned, multi-faceted Integrative Medicine Center. Provide Individual Spiritual Direction for clients.

1/95- 8/96 Community College of Vermont: College instructor in communications and psychology. Responsible for entire course content and presentation.

9/90-9/94 Southeastern Vermont Mental Health Center: School-based clinician. Providing treatment for children and families within the school context. From 9/90-9/92 was responsible for psychological treatment in a special school program for severely emotionally disturbed children. In 1994 was responsible for development of new therapeutic program in a local school district.

9/90-9/92 Private Supervision Practice: Ran a supervision groups for therapists and spiritual directors using a technique based on contemplative theory and practice.

9/86-6/87 Southwest Denver MHC: Clinical internship in child and family therapy. Responsible for treatment plans and case management. Work included; individual, couple, family, play therapy; group therapy; crisis work.

10/85-3/86 Boulder County MHC: Worked with chronically mentally ill clients at a community housing and treatment facility. Assisted with house meetings, group meals, maintenance groups. Also did individual therapy and case management.

10/89-9/90 Vermont Catholic Charities: Family therapist. Family and individual therapy in an outpatient setting. Responsible for treatment plans and case management.

3/88-6/88 Family Medicine Institute: Worked with physicians in hospital and clinic settings, evaluating patients' non-medical health needs. Ran a supervision group for physicians.

Creating Sacred Space: I have been involved with the construction and development of places whose purpose is the development of the spiritual life and of spiritual leaders. In addition to the creation of our MICAH retreat center, and the redevelopment of the Seminary, mentioned above, I have been directly involved in the construction of two monasteries in North America.

6/87-9/87 Gempo Abbey : Construction Forman. Oversaw the construction of a 5000sq ft addition to Pema Chodron's monastery. Lived and practiced with the community.

4/82-4/83 Odyian Retreat Center: Lived and worked in Buddhist monastery. Participated in construction projects, gardening projects, co-managed small dairy operation, studied and practiced contemplative disciplines.

Honors/Awards

Dean's Scholarship, SFTS 1996
Phi Beta Kappa, UCB 1980
American Gastroenterology Student Research Prize, 1978

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/24	8/2/26	3	City Council
1	F	4	2.	Member	Shirley Chu	8/3/24	8/2/26	1	City Council
6	T/NB	4	3.	Member	Deborah Barnard	8/3/24	8/2/26	1	City Council
9	M	1	4.	Member	Daniel Wolpert	8/3/25	8/2/27	1	City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/25	8/2/27	2	City Council
6	NB	6	6.	Member	Katie Freeman	8/3/24	8/2/26	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbla	8/3/24	8/2/26	2	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/24	8/2/26	3	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/25	8/2/27	2	Mayor
6	M/T/NB	4	10.	Member	Dana Coppernoll-Houston	8/3/25	8/2/27	2	Mayor
6	M	3	11.	Member	Zach Burton	8/3/25	8/2/27	2	Mayor
			12.	Get Engaged Member	Sidney Orr	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/O/U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1	2	2	1				4			
Council	2	2	1	1	2	1	1			1			
Other													
Total	7	3	2	3	5	1	1			5			

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)
G List *gender*, **M= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03346, **Version:** 1

Appointment of Stuart G. Thompson as member, Seattle Freight Advisory Board, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Stuart G. Thompson*		
Board/Commission Name: *Seattle Freight Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *West Seattle*	**Zip Code:** *98116*	**Contact Phone No.:** [redacted]
Background: *Retired executive with financial, strategic, and technical management experience. Spent nearly a decade as a journeyman shipwright. National and international experience in my career. Lifelong resident of Seattle. Avid boater and skier.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **11/10/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Stuart G. Thompson (Gray)

[redacted]

Summary of Qualifications

- Executive, financial and strategic management
- Federal government contract negotiations
- Project management and logistics coordination of large-scale projects both in domestic and foreign locations
- Technical design and new technologies integration
- Production budget and financial management
- Proficient in analog and digital microwave technology, Production technology, satellite distribution, logistics and technology, fiber optic technology and various technologies applicable to the Marine industry.

Professional experience

2008 – 2018 Thompson Consulting & Marine Seattle, WA

Owner

Provided consulting services to commercial and private vessel owners while headquartered in Seattle, Washington. Managed construction and repair of vessels in various local shipyards. Educated vessel owners on operation and maintenance of their vessels.

1997 - 2008 Media Arts Seattle, WA

Senior Vice President and Chief Financial Officer

Media Arts, Inc. was a nationally recognized television production company headquartered in Seattle, Washington and an office in Washington D.C. In charge of all financial, management information systems (MIS) and daily operations. Responsibilities also included program technical design and production, program distribution methodologies and new technologies integration.

Accomplishments:

- Oversaw a 900% increase in revenue
- Developed financial and production operational systems to maintain profitable growth
- Designed and implemented the first ocean to ocean, diver to diver, live television broadcast.
- Engineered, constructed and implemented the first live video Internet controlled camera system.
- Designed and implemented the first live television broadcast to use direct long haul fiber optic systems for delivery of remote sites to production
- Designed and managed (the construction) and implemented the first remote live television production facility and broadcasts in the Amazon basin.
- Designed, managed and implemented the first public educational broadcast from the International Space Station.
- Produced over 600 live international broadcasts

1995 – 1997 **Media Arts, Inc.** **Seattle. WA**

Senior Interactivity Producer

Designed, developed and managed all aspects of Interactivity in production. Responsible for data, voice and video provisioning required by production and all on-site transmission and Internet requirements and systems.

Designed and implemented:

- First Internet-based Interactivity system specifically designed for television production
- First international live video streaming to broadcast system (Iceland to Yellowstone National Park)
- Underwater camera system for use in thermal hot pools (Yellowstone National Park)

1983 - 1994 **Loci Corporation** **Seattle, WA**

Chief Executive Officer

A service business specializing in system design, system analysis and system implementation of computerized accounting systems on mainframe and mini-mainframe computers. A second division of the company brokered mainframe and mini-mainframe computer equipment nationally and internationally. In charge of all financial, MIS and daily operations. Responsibilities also included management of system design, analysis and implementation for clients.

1973 - 1982 **Journeyman Shipwright** **Seattle, WA**

As a state-certified journeyman shipwright, worked at various shipyards in Seattle. Employed in new construction and repair on all types of vessels up to 450 feet in length. Last position in the industry was as foreman at Nordic Boat Yard.

Education

University of Puget Sound, Tacoma, Washington

Degree: Bachelor of Arts

Major: Political Science and Urban Planning (Double Major). Dean's List

Griffin College, Seattle, Washington

Degree: Bachelor of Science

Major: Computer Science, Honors

Awards

- New York Film Festival – Gold Medal -1998, 1999, 2000, 2001, 2002
- International ITVA – Gold Award - 1996 and 1999
- Emerald City Awards – Gold – 1997, 1998, 1999, 2000 (2), 2001, 2002

Community Activities

- Past member Board of Directors, New Horizons for Learning Foundation
- Past Advisory Board member - Bellevue Community College, School of Film & Television

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		-	1.	Member	Marc Hoecker	6/1/2024	5/31/2026	1	City Council
		1	2.	Member	Dan McKisson	6/1/2024	5/31/2026	2	City Council
6	M	7	3.	Member	Tyler Blackwell	6/1/2025	5/31/2027	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2024	5/31/2026	2	Mayor
6	F	3	5.	Member	Nicole Callais	6/1/2024	5/31/2026	1	Mayor
6	M	2	6.	Member	Nigel Barron	6/1/2024	5/31/2026	2	Mayor
6	M	1	7.	Member	Stuart G. Thompson	6/1/2025	5/31/2027	1	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2025	5/31/2027	2	City Council
6	M	7	9.	Member	Giovanni Mottolese	6/1/2025	5/31/2027	1	Mayor
6	M	6	10.	Member	Zachary Robert	6/1/2025	5/31/2027	2	City Council
6	M	6	11.	Member	Stanley Ryter	6/1/2024	5/31/2026	2	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/O/U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1								6			
Council	2									2			
Other		1								1			
Total	7	2								9			

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)
G List *gender*, **M= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03347, **Version:** 1

Appointment of Chris Mackay as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Chris Mackay*		
Board/Commission Name: *Seattle Pedestrian Advisory Board*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 4/1/2025 **to** 3/31/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *West Seattle*	**Zip Code:** *98116*	**Contact Phone No.*:*** [redacted]

Background:

Chris Mackay *spent her university years studying environmental science and working in the field as a teacher and guide. She went on to found a nonprofit travel company that led community development and tourism programs in remote villages across South America, Africa and Southeast Asia. After two decades in international work—and a global pandemic—Chris pivoted to focus on her beloved neighborhood of West Seattle, continuing her passion for community development and enrichment as the Executive Director of the West Seattle Junction Association.*

A registered member of the Blackfeet Tribe, Chris returns to Montana each year for ceremony. She is also a proud mother and longtime resident of West Seattle.

Authorizing Signature (original signature):  **Date Signed (appointed):** **11/10/2025**	**Appointing Signatory:** *Rob Saka* *Councilmember*

**Term begin and end date is fixed and tied to the position and not the appointment date.*



CHRIS MACKAY

[redacted]

Summary

Program Manager-Problem Solver and Networker- brings vision, dedication and inspiration to program management. Enrolls diverse groups into far-reaching social and environmental achievements. Looking to join a team addressing issue of real consequence in the area of environment, social justice, climate change and equity.

Skills

- Strategic decision making
- Program management
- Writing & communication
- Event planning & Fundraising
- Partnership development
- Problem Solving
- Networking
- Self-driven collaborator

Experience

West Seattle Junction Association | Seattle, WA
Executive Director
11/2021 - current

Executive Director – West Seattle Business Improvement Area (BIA)
Work collaboratively with city departments, neighborhood partners, and local businesses to ensure the West Seattle Junction is a **safe, clean, and vibrant commercial district**. Lead strategic initiatives that strengthen the community, enhance livability, and support business success.

- **Secured and managed city grants** to fund major beautification and placemaking projects throughout the district.
- **Led the development and launch of a new CRM system**, improving member engagement and operational efficiency.
- **Negotiated and managed long-term leases** for four key public parking lots, protecting critical access for visitors and businesses.
- **Implemented project management software** to streamline event planning and increase team productivity.
- **Established quarterly Clean & Safe Roundtables** bringing together city vendors, SPD, and ratepayers to address public safety and maintenance issues.
- **Created quarterly forums for residential building managers** to foster collaboration and share best practices in property management and community engagement.
- **Created and led a cross-sector team to design a new Strategic Plan,** establishing a clear vision and priorities for the organization's future.

Crooked Trails | Seattle, WA
Co-founder and Executive Director
01/1998 - 07/2019

Co-founded and managed a successful award winning non-profit travel organization whose far-sighted ideas greatly influenced the travel industry. Developed strategic international partnerships. Designed and managed global programs. Managed budgets and staff. Created, planned and executed fundraisers.

- Developed and evaluated partnerships with NGOs and local communities benefitting thousands through education, improved nutrition, clean air and increased income.
- Engaged international communities to determine their needs, and designed and launched projects including building schools, clean water projects and nutrition programs.
- Created and managed an environmental campaign (TAP), addressing single-use plastics in the travel industry, resulting in thousands of traveler signatures and the participation of hundreds of tour operators. Winner of Sustainable Seattle Award.
- Presented to tour operators, universities, and corporations about sustainable tourism, addressing climate change, pollution, animal tourism, cultural appropriation, volun-tourism and human trafficking.
- Wrote press releases, articles and blog posts that elevated awareness on the issues facing tourism today.
- Designed, managed and led programs that brought students and travelers to a deeper understanding of the issues surrounding human trafficking, poverty and health issues.
- Created brand recognition for the organization as an operator involved in, and committed to addressing rarely acknowledged social issues in tourism.
- Raised funds for the fight against, and created programming to address sexual slavery in India, Nepal and Thailand.

Weston Enterprises-At Home Professions | Fort Collins, CO
Sales Representative
08/2007 - 07/2016

- Travelled the Western U.S conducting sales for a college course in medical transcription, coding and billing.
- Worked remotely and organized schedules, presentations, hotels and flights.
- Delivered high powered inspirational presentations to audiences across the Western US.

Education

Western Washington University | Bellingham, WA
Master of Science Education. 3.9 GPA

University of Washington | Seattle WA
BA in Geography, Minor in Biology graduated with honors. 3.65 GPA

Training and Certifications

- Diversity Practitioner, Institute for Diversity Certification, 2020
- Diversity and Inclusion in the Workplace, ESSEC Business School, 2020
- Leadership Development Intensive Training, Scherer Leadership Center, 2002 & 2019.
- Project Management Course, Seattle College, 2019.
- Grant Writing class by Spark the Fire, Seattle, 2019
- Project Management for Sustainable Development, PMS 2018.

Volunteer

Mopistun Four Directions- Co-Founder and treasurer for local non-profit focused on the revitalization of Blackfeet culture.

Interests

Language, culture, travel, wildlife, botany, outdoor adventure sports, and my Native American heritage.

Languages

Although not fluent, I have studied Spanish, French, German, Blackfeet, Thai and Nepali.

Websites, Portfolios, Profiles

- https://www.linkedin.com/in/christinemackay/
- https://www.mopistunfourdirections.org
- https://www.travelersagainstplastic.org/

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/24	3/31/26	2	City Council
4	F	1	2.	Member	Chris Mackay	4/1/25	3/31/27	1	City Council
6	M	5	3.	Member	Wes Mills	4/1/24	3/31/26	2	City Council
			4.	Member		4/1/25	3/31/27		City Council
			5.	Member		4/1/25	3/31/27		City Council
6	F	1	6.	Member	Kelsey Nyland	4/1/24	3/31/26	1	Mayor
			7.	Member	Lily Andualem	4/1/25	3/31/27	1	Mayor
6	F	4	8.	Member	Tracy Timmons-Gray	4/1/24	3/31/26	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/24	3/31/26	2	Mayor
6	F	5	10.	Member	Delaney Lind	4/1/25	3/31/27	2	Mayor
3	F	3	11.	Member	Stevie Rae Brown	4/1/24	3/31/26	1	Mayor
			12.	Get Engaged Member	Jeremy Knapp	9/1/25	8/31/26	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		5		1			2			4			
Council	2	3					1			4			
Other													
Total	2	8		1			3			8			

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)
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Diversity information is self-identified and is voluntary.

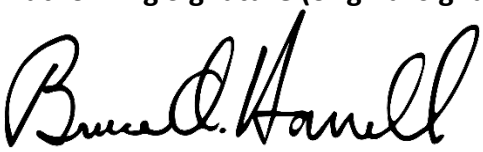
Legislation Text

File #: Appt 03265, **Version:** 1

Appointment of Elizabeth Day as member, Seattle School Traffic Safety Committee, for a term to March 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Elizabeth Day*		
Board/Commission Name: *Seattle School Traffic Safety Committee*		**Position Title:** *Representative of Parents*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 4/1/2025 **to** 3/31/2028 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Crown Hill*	**Zip Code:** *98117*	**Contact Phone No.:** [redacted]
Background: *I am passionate both about Seattle Public Schools and access for pedestrians and cyclists, especially children and those travelling with children. I have enjoyed working in non-profit and public service/government capacities in the past, and would like to continue this work in an official capacity.*		
Authorizing Signature (original signature):  **Date Signed (appointed):** **July 11th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

ELIZABETH DAY

GIS ANALYST AND WETLAND BIOLOGIST

[redacted]

EDUCATION

Masters in Geographic Information Systems
Pennsylvania State University
2021 - Present

Certificate in Geographic Information Systems
Pennsylvania State University
2019 – 2020

Certificate in Wetland Science
University of Washington
2006 – 2007

B.A. in Env. Science & Education
Hampshire College
1999-2003

WORK HISTORY

GIS ANALYST INTERN
Seattle City Light /
Seattle, WA / 2023-2024

GIS CONSULTANT/EDITOR
Kealamahi GIS /
Honolulu, HI / 2023-Present

CO-OP PRESCHOOL NONPROFIT BOARD*
Crown Hill Co-op Preschool /
Seattle, WA / 2015-2020

URBAN NATURALIST*
Seattle Parks Dept. /
Seattle, WA / 2013-2018

WETLAND BIOLOGIST
Raedeke Associates /
Seattle, WA / 2007-2011

* indicates volunteer positions

PROFESSIONAL PROFILE

I am a wetland biologist who is transitioning into a career in Geographic Information Systems. I am experienced in spatial analysis and app development using ESRI platforms, including Python scripting using ArcPy and JavaScript. I excel at working collaboratively with diverse stakeholders and I have strong technical writing skills. I am completing my Masters degree this winter in GIS. For my graduate capstone, I am creating a bike map web application oriented towards family and beginner cyclists in Seattle.

SKILLS AND EXPERIENCE

GEOGRAPHIC INFORMATION SYSTEMS

- Acquired, formatted, and managed geospatial data from governmental, educational, and private sources.
- Performed complex spatial analysis using ESRI ArcGIS Pro and ArcMap.
- Designed map layouts for different audiences and purposes.
- Created ArcGIS Online maps and integrated them into ESRI applications such as Experience Builder, Dashboards, and StoryMaps.
- Created custom applications using ArcGIS Maps SDK for JavaScript.
- Digitized and georeferenced map data to create new digital map layers.
- Designed geospatial databases to accompany new digital maps.
- Edited attributes and vector data of existing databases.
- Automated geoprocessing workflows and created custom tools using Python scripting and ModelBuilder.

TECHNICAL WRITING

- Wrote technical environmental assessments and compliance reports for wetland and wildlife projects in Washington and Oregon.
- Edited and proofread technical environmental compliance reports.

PROJECT MANAGEMENT

- Managed large and small wetland mitigation projects as a wetland biologist.
- Coordinated mitigation site installation and maintenance needs between other contractors/landscapers and the owner/client.
- Evaluated success of mitigation projects and identified areas for improvement for future work.
- Managed time spent on projects to stay within budget.

FIELD BIOLOGY SKILLS

- Delineated and rated wetlands in eastern and western Washington.
- Delineated Ordinary High Water Mark of streams and other features.
- Supervised and directed installation of wetland mitigation projects.
- Collected data for wildlife studies on forestry lands.
- Identified plants found throughout Washington and Oregon.
- Collected data and took extensive notes to document field conditions.
- Researched property background using local, state, and federal sources.

ELIZABETH DAY

GIS ANALYST AND WETLAND BIOLOGIST

[redacted]

WORK HISTORY – CONTINUED

OFFICE TEMP
Molly Brown Temps / Seattle, WA / 2006-2007

NSF GRADUATE K-12 FELLOW
Western Washington University / Bellingham, WA / 2005-2006

ACHIEVEMENTS

NATIONAL SCIENCE FOUNDATION GRADUATE K-12 FELLOWSHIP
Western Washington Univ.
2005-2006

NATIONAL SCIENCE FOUNDATION RESEARCH EXPERIENCE FOR UNDERGRADUATES FELLOWSHIP
Maryland SeaGrant / University of Maryland
2002

EXPERIENCE – CONTINUED

PEOPLE SKILLS

- Delegated tasks to other leaders and coworkers.
- Sought input from diverse stakeholders during decision-making.
- Presided over meetings using excellent time management skills.
- Worked self-sufficiently and as part of a team.
- Performed customer support roles.
- Spoke publicly to large and small groups.
- Set agendas and priorities for a nonprofit preschool board.
- Recruited families to participate in preschool programs.
- Solved interpersonal problems between staff, volunteers, and parents.

NONPROFIT MANAGEMENT SKILLS

- Oversaw organizational change from four independent non-profits to one single nonprofit.
- Designed and wrote new employment contracts, nonprofit by-laws and policies and procedures for the organization.
- Evaluated preschool program and new organizational structure then identified areas to improve.
- Documented roles performed by board members to ensure continuity between current and future boards.

TECHNOLOGY

GEOSPATIAL

- ESRI ArcSuite including ArcGISPro, ArcMap, ArcGIS Online, Experience Builder, Dashboards, Survey123, and Sites.
- Data collection using GPS-capable devices.

PROGRAMMING/SCRIPTING LANGUAGES

- Python / ArcPy
- Javascript / HTML / CSS
- SQL
- Arcade

OTHER

- Microsoft Office
- Adobe Acrobat

Seattle School Traffic Safety Committee

11 Members: Pursuant to Ordinance 124168, 6 members subject to City Council confirmation, 3-year terms:

- 6 Mayor- appointed
- 5 Other Appointing Authority: Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Seattle Police Department Representative	Gary Davenport	4/1/2020	3/31/2023	N/A	Chief of Police
1	F	1	2.	Seattle Transportation Representative	Diane Walsh	4/1/2023	3/31/2026	N/A	Director of Transportation
			3.	Seattle Public School District No. 1 Representative	Brooke Emily Nelson	4/1/2023	3/31/2026	N/A	Superintendent of Seattle Public Schools
			4.	Seattle Public School District No. 1 Representative	Stacy Roberts	4/1/2025	3/31/2028	N/A	Superintendent of Seattle Public Schools
6	F	5	5.	Representative of Parents	Elizabeth Day	4/1/2025	3/31/2028	1	Mayor
			6.	King County Metro Representative	Robbie Frankel	4/1/2020	3/31/2023	N/A	Metro Transit General Manager
6	F	6	7.	Member At Large	Kelsey Rote	4/1/2023	3/31/2026	1	Mayor
6	F	6	8.	Member At Large	Noa Guter	4/1/2025	3/31/2028	2	Mayor
6	M	2	9.	Member At Large	Maris Zivarts	4/1/2024	3/31/2027	1	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/2023	3/31/2026	2	Mayor
6	M	1	11.	Bicycle Safety Representative	Ryan Baum	4/1/2023	3/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	4								6			
Council													
Other		1			1								
Total	2	5			1					6			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03266, **Version:** 1

Reappointment of Noa Guter as member, Seattle School Traffic Safety Committee, for a term to March 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Noa Guter*		
Board/Commission Name: *Seattle School Traffic Safety Committee*		**Position Title:** *Member At Large*
☐ **Appointment** ***OR*** ☒ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 4/1/2025 **to** 3/31/2028 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Ballard*	**Zip Code:** *98117*	**Contact Phone No.:** [redacted]
Background: *Noa has a Master of Urban Planning and a broad experience in stakeholder engagement, strategy implementation, and process improvement. Noa is a member of the Transportation Safety Committee at Adams Elementary and has two children in elementary school.*		
Authorizing Signature (original signature): **Date Signed (appointed):** **July 11th, 2025**	**Appointing Signatory:** *Bruce A. Harrell* *Mayor of Seattle*	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Noa Guter

[redacted]

PROFESSIONAL SUMMARY

Nonprofit leader with expertise in stakeholder engagement, strategic planning, and Jewish communal work. Skilled in collaboration, problem-solving, and delivering measurable social impact through partnerships, process optimization, and operational excellence.

Stakeholder Engagement • Cross-team leadership• Strategic Planning
Operational Excellence • Lean Six Sigma

EXPERIENCE

Operations and Systems Manager, Seattle King County Coalition on Homelessness 2024- Current

- Oversee financial operations to ensure accurate tracking and timely processing of financial data, including invoices, dues, donations, and reimbursements, in close collaboration with the finance team.
- Partner with the Executive Director and Board Treasurer to develop and manage organizational budgets, providing ongoing financial reporting and ensuring alignment with strategic goals.
- Lead contractor management, including reviewing and negotiating contracts for services and overseeing the hiring, supervision, and performance of contractors.
- Manage the calendar of fiscal and legal obligations, ensuring timely completion of tax filings, financial audits, and other compliance activities.
- Strengthen the organization's fundraising infrastructure by optimizing grants management
- lead the assessment and optimization of business processes, information flow, and organizational planning, driving efficiency and organizational effectiveness across all functions.
- Support the Board of Directors and senior leadership by preparing comprehensive reports, presentations, and other documents for review, facilitating effective decision-making.
- Manage the regular update and maintenance of internal organizational documentation, including the Operations Manual, HR Manual, and Board Operating Policies, ensuring organizational standards and best practices were consistently followed.

Director of Engagement and Impact Evaluation, Jewish Federation of Greater Seattle 2015-2018

Developed and scaled the community engagement department, and led cross-functional teams in the evaluation, improvement, and scaling of processes and policies.

- Spearheaded the creation and scaling of community engagement initiatives, focusing on underserved communities and strategic partnerships, leading to a 100% year-over-year portfolio growth.
- Provided vision and strategic council on community engagement at all levels of the organization. Served as a core staff member on multiple Board of Directors committees.
- Managed program teams and collaborated to develop and implement projects, resulting in 40% growth in program impact.
- Defined operational workflows, developed policies, and created infrastructure to support program launch, reducing spending by 15% and boosting productivity by 10%.
- Develop readiness analysis, financial analysis, and policy recommendations for executive leadership and the Board of Directors regarding strategy planning and resource allocation.

- Managed partnerships with local and international stakeholders, ensuring that projects are in alignment with strategic goals.
- Developed and managed departmental P&L, including creating and maintaining multiple budgets.

Planning Manager, Jewish Federation of Greater Seattle 2012-2015

Managed a +$2.5 million granting cycle annually across seven investment areas, focusing on reaching new potential grantees to better represent the community.

- Managed relationships with 50+ domestic and international organizations and 40 Board subcommittee members.
- Worked with the Planning and Allocations committee on all grants-related policies and issues to refine granting strategy, increase inclusivity, and deepen community engagement
- Managed the 2014 Jewish Community Study, a large-scale demographic study aimed at increasing the understanding of the diversity and needs of the local community in the greater Seattle area. Acted as the first point of contact and relationship manager for the advisory committee, research team, community organizations, and community members.
- Collaborated with leadership to refine granting strategy and optimize portfolio management, ensuring the maximum impact of grantmaking.
- Facilitated meetings with internal and external stakeholders to identify opportunities for process improvements.
- Developed and executed outreach plans to engage and educate potential and current grantees, increased engagement by up to 40%
- Performed change readiness analysis and developed rollout plans for changes in business processes, worked with a cross-functional team to support the design and delivery of communication plans.

Senior Planning Associate, Jewish Federation of Greater Seattle 2011- 2012

- Supported the Federation's grantmaking process through coordination with internal teams and external stakeholders.
- Facilitated meetings with up to 40 stakeholders to identify process improvement opportunities aligned with organizational goals.
- Conducted research and collaborated with grantees to implement best practices in the grantmaking process.
- Developed learning materials and provided education to teams prior to major process changes.
- Led the integration of a new grant management system, working with external partners and internal teams to enhance efficiency by 5%.
- efficiency.

Planning Intern, City of Kirkland Department of Planning and Building 2010 –2011

Conducted research for the Green Building Team to increase the energy efficiency of the buildings.

- Reviewed policies, best practices, and feasibility studies that supported using environmentally safe processes throughout a building's life cycle.
- Reviewed policies, best practices, and feasibility studies that supported using innovative public policies.
- Matched the team's interest with local resources and services to help the strategic implementation of City policy.

EDUCATION
University of Washington
Master of Urban Design and Planning
Bachelor of Arts in Community, Environment, and Planning

Lean Six Sigma Green Belt

TECHNICAL PROFICIENCIES
Salesforce CRM, Microsoft Office Suite, G Suite

Seattle School Traffic Safety Committee

11 Members: Pursuant to Ordinance 124168, 6 members subject to City Council confirmation, 3-year terms:

- 6 Mayor- appointed
- 5 Other Appointing Authority: Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Seattle Police Department Representative	Gary Davenport	4/1/2020	3/31/2023	N/A	Chief of Police
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			3.	Seattle Public School District No. 1 Representative	Brooke Emily Nelson	4/1/2023	3/31/2026	N/A	Superintendent of Seattle Public Schools
			4.	Seattle Public School District No. 1 Representative	Stacy Roberts	4/1/2025	3/31/2028	N/A	Superintendent of Seattle Public Schools
6	F	5	5.	Representative of Parents	Elizabeth Day	4/1/2025	3/31/2028	1	Mayor
			6.	King County Metro Representative	Robbie Frankel	4/1/2020	3/31/2023	N/A	Metro Transit General Manager
6	F	6	7.	Member At Large	Kelsey Rote	4/1/2023	3/31/2026	1	Mayor
6	F	6	8.	Member At Large	Noa Guter	4/1/2025	3/31/2028	2	Mayor
6	M	2	9.	Member At Large	Maris Zivarts	4/1/2024	3/31/2027	1	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/2023	3/31/2026	2	Mayor
6	M	1	11.	Bicycle Safety Representative	Ryan Baum	4/1/2023	3/31/2026	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Male	(2) Female	(3) Transgender	(4) NB/ O/ U	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	4								6			
Council													
Other		1			1								
Total	2	5			1					6			

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary, **O=** Other, **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

File #: CB 121132, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective from January 1, 2024, through December 31, 2027; and ratifying and confirming certain prior acts.

WHEREAS, a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association expired on December 31, 2023; and

WHEREAS, employees represented by the Seattle Police Management Association continued to work after December 31, 2023, on condition that the subject of their wages, hours, benefits, and other conditions of employment continued to be negotiated; and

WHEREAS, collective bargaining has led to a tentative agreement between The City of Seattle and the Seattle Police Management Association; and

WHEREAS, separate, future legislation, as required, will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the Seattle Police Management Association, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City of Seattle and Seattle Police Management Association," provided that union membership has ratified the agreement.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

_____

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Agreement By and Between The City of Seattle and Seattle Police Management Association

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 2024 through December 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT 3

ARTICLE 2 – ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS 4

ARTICLE 3 – EMPLOYMENT PRACTICES 6

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION 17

ARTICLE 5 – HOLIDAYS 18

ARTICLE 6 – VACATIONS 20

ARTICLE 7 – PENSIONS 22

ARTICLE 8 – HEALTH INSURANCE COVERAGE 23

ARTICLE 9 – SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE 24

ARTICLE 10 – MANAGEMENT RIGHTS 26

ARTICLE 11 – WORK STOPPAGES 27

ARTICLE 12 – SUBORDINATION OF AGREEMENT 28

ARTICLE 13 – SAVINGS CLAUSE 29

ARTICLE 14 – ENTIRE AGREEMENT 30

ARTICLE 15 – GRIEVANCE PROCEDURE 31

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS 38

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE 52

APPENDIX A – SALARIES 53

APPENDIX B – MEMORANDUM OF UNDERSTANDING 57

APPENDIX C 60

APPENDIX D 61

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

PREAMBLE

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. Both parties support a strong police accountability system that is fair, impartial and provides procedural justice for the community and officers.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

1.3 The elected President of the Association or their 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.

1.4 The President of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 Upon sufficient notification the Employer shall grant the President of the Association or their 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) workdays 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 – ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues, assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Association access to all persons newly entering the bargaining unit within thirty (30) days of such entry into the bargaining unit.

2.5 The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.5.1 The individual Association meeting shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

2.6 New Employee and Change in Employee Status Notification: The City shall supply the Association with the following information on a monthly basis for all bargaining unit employees. Should the City miss a monthly notification, the Association will provide a reminder and opportunity to correct to the City before seeking a remedy under applicable law:

2.6.1 Name

2.6.2 Home address

2.6.3 Work and personal phone

2.6.4 Work and personal email (if a member offers)

2.6.5 Job classification and title

2.6.6 Department and division

2.6.7 Work location

2.6.8 Date of hire

2.6.9 Hourly or salary (FLSA) status

2.6.10 Compensation rate

2.7 Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.8 The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.9 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.10 The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.11 The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

ARTICLE 3 – EMPLOYMENT PRACTICES

3.1 Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires and Reversions

3.2.1 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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.2.2 Employees returning to the bargaining unit from the rank of Assistant Chief or Deputy Chief will have their time as a chief counted towards their step placement into their previous classification.

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 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 hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

3.3.3 Lieutenants working the four (4)/three (3) schedule shall receive ten hours' pay for their regularly scheduled ten-hour day, which includes a one-half hour meal period and therefore constitutes nine and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/three (3) schedule shall receive additional compensation for work in excess of ten 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 ten (10) in a day, excluding meal periods.

3.3.4 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.

3.3.5 All overtime, whether received as cash payment or as paid leave, is subject to supervisory approval. 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. There is no pyramiding of overtime or "stacking" of multiple overtime minimums. 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.

3.3.6 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.

A. While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

1. Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;

2. Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation. These are considered de-minimis. Specific employees who may respond to

this type of notification as part of their assigned duties will be compensated per existing practice;

3. Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and

4. Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and a lieutenant is authorized to request overtime. There is a one-hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.7 Except as provided in Section 3.3.10, management employees of the rank of Police Captain 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 will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year.

A. Executive 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. The City will withhold from the Captain's final paycheck the value of Executive Leave used in excess of prorated accruals.

B. Each Captain will have the option of cashing out Executive Leave no more than once per quarter. For purposes of cashouts, Captains will accrue sixteen (16) hours of Executive Leave at the start of each quarter; Executive Leave cannot be cashed out before it has accrued. Captains will allow one pay period for any cashout request.

3.3.8 Employees promoted to the rank of Captain or returning to the rank of Captain from an executive level position 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.

3.3.9 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. Unused Executive Leave will be cashed out at the end of the calendar year in which it is accrued (as described in Section 3.3.7.2) or upon a Captain's separation or promotion.

3.3.10 Captains will receive additional compensation at the Captain top-step hourly rate of pay (calculated by dividing the annual base salary by 2080 hours) for time worked when assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant Large-Scale Event. Significant Large-Scale Events include, but are not limited to, natural disasters or large crowd control events such as protests. The additional compensation provided by this paragraph is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation for work related to the primary duty assignment. Captains who have completed work at either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for additional compensation with the appropriate justification to their supervisor. The supervisor (their Bureau Commander) will make a determination as to the appropriate number of additional hours to grant. Upon approval of the Bureau Commander, the Captain's timesheet will be updated to reflect the additional approved hours.

3.3.11 Lieutenants may not work overtime between when a suspension is imposed and when it has been fully served. The time from when a suspension is imposed until it begins shall not exceed seven (7) calendar days unless mutually agreed upon by the Department and the employee.

3.4 Upon mutual agreement, the daily work hours of an employee may 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 On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

3.5.1 On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is

available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.

3.5.2 The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate additional units as "on-going" it will provide notice to the Association and bargain the same upon request.

3.5.3 n the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.

3.5.4 Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

3.5.5 In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three employees.

3.6 An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

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, with the employee's permission, 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, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

3.10 The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees in accordance with the terms set forth in the Municipal Code.

3.11 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.

3.12 The Employer agrees to repair or replace clothes or equipment damaged in the line of duty.

3.13 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.

3.14 Acting Positions

3.14.1 The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by a bargaining unit employee of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.

3.14.2 In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the

operational needs of the Department. It is understood that in some cases, such as where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees for the position in the event the special project arises again.

3.14.3 Acting Lieutenants

A. Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered "short-term" if they are less than 120 days. After that, the absence will be considered "long-term." The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant's absence. Acting lieutenants are not bargaining unit employees.

B. When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.14 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.

C. Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.

D. Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the

considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.

3.14.4 Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.

3.14.5 Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees to do such work to the extent possible.

3.15 Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (i.e., headquarters or a precinct).

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

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

3.17 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.

3.18 Assignments

3.18.1 The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from Lieutenants on positions that they have an interest in based either on career development or other factors.

3.18.2 The Department encourages each employee to submit to their chain of command a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the employee should include any other factor(s) that the employee believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their chain of command, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.

3.18.3 Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection ("bid") process is administered by the Assistant Chief of Operations, or their designee:

A. On March 1st, all current watch commanders and any lieutenant notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.

B. The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.

3.18.4 The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs. Upon request of the Association, the Department will provide written explanation when a newly promoted lieutenant is placed in a non-patrol position.

3.18.5 Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.

3.18.6 Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon notification of an alleged violation, the parties will agree to toll any grievance timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.19 Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

3.20 Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

3.20.1 Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.

3.20.2 After the event is concluded, request a JLMC to address the issue of PPE.

3.21 Night Duty Captains

3.21.1 Permanent Night Duty Captains. Captains assigned to one of up to three (3) permanent night duty captain positions will typically work from 1700-0300 on a 4/10 schedule. The workdays for the permanent positions will be established to best distribute coverage during the week. Night Duty Captains will have the option of adjusting their schedules, with advanced notice and approval from the Operations Bureau Assistant Chief, ensuring that coverage is maintained during the Night Duty shift.

3.21.2 After two (2) years in the Night Duty Captain assignment (absent hardship) the assigned captain and the department shall meet and confer regarding continuing the assignment. The assigned captain may then continue in the Night Duty Captain assignment if he/she and the Department mutually agree, or the Department will assign another captain to the Night Duty Captain position.

3.21.3 On-Call Night Duty Captain. Captains in a deployable status will be placed on a rotation calendar to perform the duties of the Night Duty Captain in the event that the permanently assigned Night Duty Captain(s) are absent between 1700-0300.

A. “On call” status means available for contact via Department issued cell phone and available to respond in the event the captain makes a determination that an in-person response is warranted.

B. On-call Night Duty Captains are not required to be in an on-duty capacity but will screen incidents and make a determination as to whether an in-person response is warranted.

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION

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

4.2 The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

ARTICLE 5 – HOLIDAYS

5.1 Captains shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of one hundred and twelve (112) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 Lieutenants who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one half (1-1/2) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay. The dates of the holidays are set forth in parentheses.

New Year's Day	(January 1)
Martin Luther King, Jr.'s Birthday	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(2nd Monday in October)
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 the employee's 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, the employee shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, the employee 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.

5.6 The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

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 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 generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

6.5 Employees may, with Employer approval, use accumulated vacation with pay.

6.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

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 separates for any reason shall be paid in a lump sum for any unused vacation the employee 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 the employee 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.

6.12 Where an employee has exhausted their 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, or as otherwise provided by law or ordinance, employees must use all accrued vacation prior to beginning an approved unpaid leave of absence.

6.13 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.

6.14 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.

6.15 If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

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 – HEALTH INSURANCE 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 dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and medical, dental, and vision coverage, as established by the City.

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.

8.4 Effective January 1, 2020, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 2020 through 2023, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 Bargaining unit employees may “buy up” to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to bargaining unit employees under this Agreement. Bargaining unit employees have the option of “buying up” to either the SPOG medical plan only, or “buying up” to the entire SPOG medical, dental and vision benefit package, at the individual’s option, by paying the associated increase in premium costs.

ARTICLE 9 – SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE

9.1 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Seattle Municipal Code 4.24, Subchapter 1 as amended. Upon 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 death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

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

9.2 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 nonoccupational disability leave, the Association will make available a long-term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

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

9.4 The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 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, the parties will re-open the Agreement in order to find a mutually acceptable alternative.

9.4.2 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 employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

9.5 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.

9.5.1 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.

9.6 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 their 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.

9.7 During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

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:

10.2.1 To recruit, hire, assign, transfer, or promote employees;

10.2.2 To suspend, demote and/or discharge employees or take other disciplinary action with just cause;

10.2.3 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;

10.2.4 To determine work schedules and the location of departmental headquarters and facilities; and

10.2.5 To control the departmental budget.

10.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to ensure the proper functioning of the department.

10.4 Promotions. Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the order of layoff, as provided under RCW 41.56.

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 their assigned duties to the best of their 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.

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 grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 Pensions, shall not be subject to the procedure delineated in this Article.

15.2 A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. The Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance.

Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance procedure within fifteen (15) calendar days of receiving the City's Step 1 response. The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources

Director and the Bureau Chief. The Director of Labor Relations or their designee shall investigate the grievance. Either the Director of Labor Relations or their 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 their written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as arbitrator.

15.4 Referral to arbitration must be accompanied by the following information:

15.4.1 Identification of the Section(s) of the Agreement allegedly violated.

15.4.2 Details or nature of the alleged violation.

15.4.3 Position of the party who is referring the grievance to arbitration.

15.4.4 Question(s) which the arbitrator is being asked to decide.

15.4.5 Remedy sought.

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

15.5.1 The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

15.5.2 The decision of the Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.

15.5.3 The cost of the Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.

15.5.4 The Arbitrator's/Neutral Examiner'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.

Any Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

15.5.5 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.

15.6 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.

15.7 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.

15.8 Grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being thirty (30) or less days prior to the initial filing of the grievance.

15.9 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.10 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.

15.11 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 Agreement shall subsequently be subject to the grievance procedure.

15.12 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.

15.13 An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

15.14 Discipline Review

15.14.1 Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

15.14.2 The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a "new look" at the circumstances of a disciplinary investigation.

15.14.3 This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

15.14.4 Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record ("IR"). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information ("Supplemental Submission") as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, or re-open the investigation. See Article 16.4 for specific details.

15.14.5 Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief shall issue a written decision (the "Decision"), unless the Chief decides to send the matter back to OPA for additional investigation.

15.14.6 Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations, within fifteen (15) days of receipt of the Decision.

15.14.7 Discipline Review.

A. Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

B. The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as

provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief's Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

C. There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and

2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

3. Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

D. Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties will use their best efforts to conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner.

E. In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

F. If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline

was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is overturned and the Neutral Examiner will make other determinations as appropriate.

G. If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

H. The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

I. Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such that the public may review the process either in real-time or shortly thereafter.

15.15 In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS

16.1 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 Articles 15 and 16; 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 the Discipline Review procedure as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, a bargaining unit employee retains the right to initiate a Discipline Review or PSCSC appeal of an investigative finding and/or any associated discipline.

16.2 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules and an "officer" shall be any member of the bargaining unit.

16.3 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 or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., an employee being investigated but not yet charged with a serious crime), 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. The Association will be notified when the Department intends to indefinitely suspend an employee in the bargaining unit. The Association has the right to request a meeting with the Chief to discuss the suspension, but the Department may proceed with the suspension while any requested meeting is scheduled. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of 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.

16.4 Internal Investigations Procedures

16.4.1 The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee is investigated, the lead investigative function will be performed by any employee in OPA. All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.

16.4.2 The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or “front-line” investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven (7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.

16.4.3 Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the investigation, unless within

one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. mail sent to the employee's home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA's approval of the supervisory adjudication.

A. The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).

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

C. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

D. Subject to the listed conditions, the OPA may request, and the Association will grant, an extension of the one-hundred eighty (180) day

time limitation (so long as the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA that the witnesses are reasonably expected to become available (both physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.

E. In the event that the OPA makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their designee. Failure to so respond shall result in the extension request being approved.

F. When the OPA investigation is complete, the Investigative Record will be made available to the Association for the 30-day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180-day time period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180-day time period may be made consistent with 16.4 (C) (3) above, and the 180-day time period will not restart until the extension request has been resolved.

G. The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure

regarding the 180-day time period the OPA will notify the Association whenever the OPA Director believes the time period has been tolled.

16.4.4 Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.

16.4.5 When an employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, the interview notice will include:

A. Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise them of the allegations of such complaint.

B. The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview

16.4.6 Nothing in Section B or D shall function to limit the scope of the investigation. The named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.

16.4.7 When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents, that employee will be afforded their rights under the Police Officers' Bill of Rights by that City agent.

16.4.8 OPA Interviews

A. The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.

B. At least three (3) business days and no more than thirty (30) days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of their right to representation by the Association during the interview.

C. Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.

D. The Association will be allowed reasonable on-duty release time for a SPMA representative to provide representation requested by the employee during the questioning.

E. Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

F. Any person in attendance at interviews shall be precluded from making recommendations or otherwise determining disciplinary outcomes for the employee.

G. The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the OPA upon request. If an interview of a named employee is recorded by the OPA, the OPA shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.

16.4.9 Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:

A. where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or

B. where acts of misconduct have been knowingly concealed, or

C. dishonesty, or

D. Type III force, as defined in the SPD policy manual or by applicable law

Any employee who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

16.4.10 OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint.

16.4.11 Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, Bureau Chief/Deputy Chief, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their designee may authorize access to others in their discretion only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee that is not in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

16.4.12 The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.

16.4.13 An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access.

16.4.14 OPA closed investigative files will be retained for the duration of the City employment plus ten (10) years, or longer if any action related to that employee is ongoing.

16.4.15 Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

16.4.16 During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a "placeholder". The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association's discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information arises between the Loudermill hearing and the Chief's decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief's decision.

16.5 Criminal Investigations

16.5.1 In the event of a criminal investigation of a bargaining unit employee, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.

16.5.2 OPA will not conduct criminal investigations. While OPA will not direct the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA, simultaneous OPA and criminal investigations may be conducted. In the event the OPA is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details, such as witness interview scheduling or review of evidence.

16.5.3 In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA, with expertise in the type of criminal conduct alleged, to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of

the administrative investigation. Either the OPA Director or the Chief of Police may decide that a criminal investigation should be conducted by an outside law enforcement agency conduct a criminal investigation. If the OPA Director and the Chief of Police disagree, the matter will be referred to an outside law enforcement agency for investigation. The Chief of Police will determine which outside law enforcement agency will conduct the criminal investigation.

16.6 Bill of Rights - The “Police Officers’ Bill of Rights” spells out the minimum rights of an officer but where the language of the contract grants the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by the Seattle Police Department and/or OPA.

16.6.1 Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee’s Constitutional rights.

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

16.6.3 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. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked “off the record.” The employee being interviewed shall be entitled to such intermissions as the employee reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee. If an investigatory interview is conducted by videoconference, any recording made will be limited to audio recording.

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

16.6.5 Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their due process hearing or to present any information during the due process hearing if the employee chooses to attend.

16.6.7 When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their decision.

16.7 Mediation – Alternative Resolution Process

16.7.1 The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the

alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

16.7.2 For cases involving dissatisfaction with an interaction with an officer, at the time of issuing the Classification Report OPA will ask the officer whether they are willing to mediate the complaint.

16.7.3 Assuming the officer is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is being considered for mediation. Complaints may also be considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer have agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

A. Voluntary process - Mediation will occur only if both the complainant and employee agree.

B. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

C. If the Mediator informs the OPA that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:

1. The officer actively listens to the perspective of the other party; and

2. The officer fully communicates their own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

D. In the event the complainant changes their mind and does not participate in the mediation, or if an employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until it was returned to OPA for investigation.

E. Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.

F. Time spent at the mediation shall be considered on-duty time.

G. The panel of mediators will be jointly selected by the OPA and the Association. All costs of mediation shall be borne by the City.

H. Multiple Named Officers - In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the complaint processed by OPA

16.8 Rapid Adjudication Process

16.8.1 Rapid Adjudication ("RA") is an alternative complaint resolution process. RA may be initiated by the employee or OPA. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.

16.8.2 Employee Initiated.

Included with the classification report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline

within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.3 OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.4 RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

16.8.5 In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

16.8.6 Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file but may be tracked by OPA/OIG for purposes of systemic review.

16.9 EEO Investigations

16.9.1 Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.

16.9.2 EEO Investigations may be conducted by a member of the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle. With mutual agreement between the employee and the investigator, EEO interviews may occur remotely over video.

16.9.3 In all investigations, the officer has the right to Association representation at the investigative interview.

16.9.4 At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.

16.9.5 No discipline may result from an EEO investigation unless a written report is provided to the affected employee and the Association, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.

16.9.6 All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(G), 16.4(H), 16.6.2, 16.6.3 and 16.6.4.

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE

17.1 There shall be a Police Department Joint Labor Management Committee 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 their 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 JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 The JLMC 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 JLMC 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 Unless otherwise provided in this Agreement (such as retroactive wages), this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2027. 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 2027 as stipulated in RCW 41.56.440. Pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

18.2 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.

18.3 The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with:

18.3.1 The adoption of amendments to Title 4 of the Seattle Municipal Code; or

18.3.2 The adoption of a revised system for addressing performance or misconduct issues that do not involve allegations of serious misconduct.

18.4 In the event the average annual percentage increase in base wages in the Seattle Police Officers Guild collective bargaining agreement covering the years 2024-2026 (and any additional years in its term) exceeds four and one-half percent (4.5%), the Association may, at its election, reopen this Agreement for the sole purpose of renegotiating the 2027 base wage increase. The average annual percentage increase will be calculated by summing the annual percentage base wage increases and dividing the sum by the number of years covered by the Guild agreement's term. For example, if the Guild's agreement covers 2024-2027 with the following increases:

2024 4.5%

2025 5%

2026 3.25%

2027 2.5%

Total increase = 15.25%

Average annual percentage increase in base wages = 15.25% / 4 years = 3.81% per year

Changes in premium, specialty or assignment compensation will not be considered in calculating the annual average percentage wage increase. If this reopener clause is triggered, the 2027 base wage increase described in Appendix A, Section A.4 will be void. This reopener provision will expire if it is not triggered on or before November 1, 2026.

APPENDIX A – SALARIES

A.1 Effective January 3, 2024, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	14,884	15,490	16,125	16,770
Captain	17,702	18,416	19,175	19,943

A.2 Effective January 1, 2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	15,479	16,110	16,770	17,441
Captain	18,410	19,152	19,942	20,741

A.3 Effective December 31, 2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	16,098	16,754	17,441	18,139
Captain	19,146	19,918	20,740	21,571

A.4 Effective December 30, 2026, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	16,581	17,257	17,965	18,683
Captain	19,721	20,516	21,362	22,218

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

A.6 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with the following schedules:

Longevity		
Completion of fifteen (15) years of service		6%
Completion of twenty (20) years of service		7%
Completion of twenty-five (25) years of service		12%
Completion of thirty (30) years of service		13%

A.7 The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: 6%

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

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

B. Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 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 the employee's 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.

A.9 Deferred Compensation.

A. The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3% of the top step base salary of Police Lieutenant.

B. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2024-2027 collective bargaining agreement.

Accountability Legislation

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

Body Worn Video

Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 ("In-Car and Body-Worn Video").

It is understood that the Department will require some bargaining unit members to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City.

Civilianization

The City may civilianize work functions currently performed by Captains, subject to the following:

- The City will maintain a minimum of twenty-three (23) Captain positions.
- The City will fill a vacant Captain position (up to the minimum staffing level above) within ninety (90) days of the position becoming vacant; provided the Captain promotional list has not been exhausted.
- No Captains will be demoted as a result of the City's civilianization of their work functions.
- Captains that are reassigned due the City's civilianization of functions they previously performed will be given an assignment with responsibility commensurate with the Captain rank.
- The City will give the Association at least sixty (60) days' notice of their intent to civilianize a captain position. Upon request by the Association, the parties will bargain the impacts of the City's decision.
- This agreement will resolve any issues associated with the civilianization of the leadership of the City's Relational Policing Section.

Flextime

Captains will have until December 31, 2027, to use remaining Flextime hours. Hours that have not been used as of December 31, 2027, will be forfeited.

Incentive Sick Leave Balances

The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except that incentive sick leave may not be cashed out or applied to the payment of health care premiums.

Legislative Changes

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

Public Safety Civil Service Commission

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

Race and Social Justice Initiative

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

Secondary Employment

The Association recognizes the City's ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit (e.g., workload for any employee involved in making or overseeing the assignments) and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

Dated this _____ date of _____, 2025.

Seattle Police Management Association	**City of Seattle**
_____	_____
James Britt, President,	Bruce Harrell, Mayor

_____, Vice President

Danielle Malcolm, Labor Relations

APPENDIX C

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("Leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.

APPENDIX D

APPENDIX D

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

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

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

I. CONTRACTUAL PROVISIONS

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

DEFINITIONS

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

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

APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- 2001 – Administration of vacation for LEOFF II on disability leave
- 2006 – Implementation of assessment center process for promotion from lieutenant to captain
- 2009 – 2006 – Pilot process for promotion from lieutenant to captain becomes permanent

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Danielle Malcolm Chase Munroe	Candice Foote

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective from January 1, 2024, through December 31, 2027; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle ("City") and the Seattle Police Management Association ("SPMA"). The collective bargaining agreement is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2024, through December 31, 2027. This legislation affects approximately 80 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 13.8 percent in 2024, 4 percent in 2025, 4 percent in 2026, and 3 percent in 2027. In the event the average annual percentage increase in base wages covering years 2024 through 2026 exceeds 4.5 percent, the SPMA may elect to reopen the agreement to renegotiate the 2027 base wage increase. Lieutenants who work the 4/3 schedule receive 10 hours' pay for their regularly scheduled 10-hour day, with additional compensation for hours worked in excess of 10 hours (excluding meal period). This does not increase costs. Captains who work certain events will receive compensation at the Captain's top-step hourly rate of pay, in lieu of flex time (compensatory time).

The City and SPMA agreed to continue health care cost sharing the same as in previous agreements: the City will pay up to 7 percent of annual health care cost increases, and then additional costs will be covered by the Rate Stabilization Fund ("Fund"). Once the Fund is exhausted, the City will pay 85 percent, and employees will pay 15 percent of any additional costs.

The collective bargaining agreement provides for other working conditions, including:

- Employees returning to the rank of Captain from an executive level position will have their time as Assistant or Deputy Chief counted towards their step placement and receive a prorated share of executive leave.
- The City will provide a total annual match of employees' contributions to the City's voluntary deferred compensation program of a maximum of 3 percent of the top step base salary of Police Lieutenant.

- Employees receiving State Paid Family and Medical Leave ("SPFML") may continue to use their accrued leave to supplement the SPFML benefit payment, consistent with the prior pilot.
- 180-day period for investigations may be extended by up to 60 days where the Force Review Board refers allegations of Type 3 use of force.
- Grievance settlements may be made retroactive up to 30 days prior to the initial filing of the grievance (previously up to 15 days).

The collective bargaining agreement is pending ratification by union membership. The Mayor is therefore not authorized to execute the agreement unless and until it has been ratified by SPMA union membership.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ☒ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ **Yes** ☐ **No**

Labor Relations developed the following estimates to approximate the costs of ratifying the agreement:

2024-2027							
		(Baseline)	**2024** (Year 1)	**2025** (Year 2)	**2026** (Year 3)	**2027** (Year 4)	**4 year** total
Wages							
2024 - Baseline (FPR from job code)		$20,938,772					
2024	113.8%		$23,828,323				
2025	104.0%			$24,781,456			
2026	104.0%				$25,772,714		
2027	103.0%					$26,545,895	
							$100,928,388
Flextime conversion				$83,766	$87,117	$89,730	$260,613
Executive leave cashout change max cost				$132,111	$137,395	$141,517	$411,024
Total		**$20,938,772**	**$23,828,323**	**$24,997,333**	**$25,997,226**	**$26,777,142**	**$101,600,024**
Cost over baseline			**$2,889,551**	**$4,058,561**	**$5,058,454**	**$5,838,370**	**$17,844,936**

Separate, future legislation, as required, will be forwarded by the City Budget Office to authorize additional appropriations for City departments. This legislation is expected in 2026 and will appropriate funds from existing planning reserves in the General Fund Financial Plan. No additional funding is required beyond these reserves.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.
No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.
N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.
Legislation is required to implement bargained-for wages and changes to union members' working conditions. If the agreement is not legislated, employees will continue to receive the same wages that became effective on January 4, 2023. There may be other implications and legal risks for not authorizing this legislation.

Please describe how this legislation may affect any City departments other than the originating department.
This legislation has costs to the Seattle Police Department and operational impacts to the Office of Police Accountability and Seattle Police Department.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?
No.

b. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

c. Does this legislation affect a piece of property?
No.

d. Please describe any perceived implications for the principles of the Race and Social Justice Initiative.

i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
Further implementation of the accountability ordinance and the City's commitment to constitutional policing, with further incorporation of inputs from the City's Police Accountability System (Community Police Commission, Office of Police Accountability, and Office of the Inspector General), would have a positive effect on communities of color and other vulnerable and historically disadvantaged communities.

ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

iii. **What is the Language Access Plan for any communications to the public?**
N/A

e. Climate Change Implications

i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**
N/A

ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
No.

f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?
N/A

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?
No.

Summary Attachments:
Summary Attachment 1 – Bill Draft of Agreement By and Between The City of Seattle and Seattle Police Management Association

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, ~~2020~~2024 through December 31, ~~2023~~2027

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT 1 3

ARTICLE 2 – ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS 2 4

ARTICLE 3 – EMPLOYMENT PRACTICES 4 6

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION 14 17

ARTICLE 5 – HOLIDAYS 15 18

ARTICLE 6 – VACATIONS 17 20

ARTICLE 7 – PENSIONS 19 22

ARTICLE 8 – HEALTH INSURANCE COVERAGE 20 23

ARTICLE 9 – SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE 21 24

ARTICLE 10 – MANAGEMENT RIGHTS 23 26

ARTICLE 11 – WORK STOPPAGES 24 27

ARTICLE 12 – SUBORDINATION OF AGREEMENT 25 28

ARTICLE 13 – SAVINGS CLAUSE 26 29

ARTICLE 14 – ENTIRE AGREEMENT 27 30

ARTICLE 15 – GRIEVANCE PROCEDURE 28 31

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS 36 38

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE 51 54

~~ARTICLE 18 - DURATION OF AGREEMENT ..... 52~~

APPENDIX A – SALARIES 54 55

APPENDIX B – MEMORANDUM OF UNDERSTANDING 57 60

APPENDIX C ~~– SPFML PILOT PROGRAM~~ ..... ~~61~~ 64

APPENDIX D ~~– LABOR-MANAGEMENT HEALTH CARE COMMITTEE MOA~~ ..... ~~63~~ 66

~~APPENDIX E – CURRENT MOA's INCORPORATED BY REFERENCE~~ ..... ~~68~~

~~APPENDIX F – WAPFML COALITION MOA~~ ..... ~~69~~

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

PREAMBLE

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. Both parties support a strong police accountability system that is fair, impartial and provides procedural justice for the community and officers.

ARTICLE 1 – ~~ARTICLE 1 -~~ RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-~~E-78~~E-78-314.

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.

1.3 The elected President of the Association or their 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.

1.4 The President of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 ~~1.4.1~~ Upon sufficient notification the Employer shall grant the President of the Association or their 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) workdays 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.

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ARTICLE 2 – ~~ARTICLE 2 -~~ ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 ~~2.1~~ The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular ~~initiation fee, regular~~ monthly dues, assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 ~~2.2~~ The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 ~~2.3~~ The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 ~~2.4~~ The City will provide the Association access to all persons newly ~~hired employees and/or persons~~ entering the bargaining unit within thirty (30) days of such ~~hire or~~ entry into the bargaining unit.

2.5 ~~2.5~~ The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

~~2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by an Association representative to all employees covered by a collective bargaining agreement.~~

2.5.1 ~~2.6.1~~ The individual Association meeting ~~and NEO~~ shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

~~2.7 At least five (5) business days before the date of the NEO, the City shall provide the Association with a list of names of the bargaining unit members attending the Orientation.~~

2.6 ~~2.8~~ New Employee and Change in Employee Status Notification: The City shall supply the Association with the following information on a monthly basis for ~~new employees~~all bargaining unit employees. Should the City miss a monthly notification, the Association will provide a reminder and opportunity to correct to the City before seeking a remedy under applicable law:

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2.6.1 ~~a)~~ Name

2.6.2 ~~b)~~ Home address

2.6.3 ~~c)~~ ~~Personal~~Work and personal phone

2.6.4 ~~d)~~ ~~Personal~~Work and personal email (if a member offers)

2.6.5 ~~e)~~ Job classification and title

2.6.6 ~~f)~~ Department and division

2.6.7 ~~g)~~ Work location

2.6.8 ~~h)~~ Date of hire

2.6.9 ~~i)~~ Hourly or salary (FLSA) status

2.6.10 ~~j)~~ Compensation rate

2.7 ~~2.9~~ Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.8 ~~2.10~~ The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.9 ~~2.11~~ Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.10 ~~2.12~~ The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.11 ~~2.13~~ The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

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ARTICLE 3 – ~~ARTICLE 3 -~~ EMPLOYMENT PRACTICES

3.1 ~~3.1~~ Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires and Reversions

3.2.1 ~~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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.2.2 Employees returning to the bargaining unit from the rank of Assistant Chief or Deputy Chief will have their time as a chief counted towards their step placement into their previous classification.

3.3 ~~3.3~~ Overtime~~,~~ and Executive Leave~~, and Flextime~~

3.3.1 ~~3.3.1~~ Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half hour meal 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 ~~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 hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

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3.3.3 Lieutenants working the four (4)/three (3) schedule shall receive ten hours' pay for their regularly scheduled ten-hour day, which includes a one-half hour meal period and therefore constitutes nine and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/three (3) schedule shall receive additional compensation for work in excess of ten 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 ten (10) in a day, excluding meal periods.

3.3.4 ~~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 4/2 schedule~~.

3.3.5 ~~3.3.4~~ All overtime, whether received as cash payment or as paid leave, is subject to supervisory approval. 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. There is no pyramiding of overtime or "stacking" of multiple overtime minimums. 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.

3.3.6 ~~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.

A. ~~3.3.5.1~~ While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The

parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

1. ~~1)~~ Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;

2. ~~2)~~ Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation. These are considered de-minimis. Specific employees who may respond to this type of notification as part of their assigned duties will be compensated per existing practice;

3. ~~3)~~ Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and

4. ~~4)~~ Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and a lieutenant is authorized to request overtime. There is a one-hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.7 ~~3.3.6~~ ~~Management~~Except as provided in Section 3.3.10, management employees of the rank of Police Captain 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 will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. ~~Such leave~~

B. Executive 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. The City will withhold from the Captain's final paycheck the value of Executive Leave used in excess of prorated accruals.

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C. Each Captain will have the option of cashing out ~~a maximum of~~Executive Leave no more than once per quarter. For purposes of cashouts, Captains will accrue sixteen (16) 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.~~at the start of each quarter; Executive Leave cannot be cashed out before it has accrued. Captains will allow one pay period for any cashout request.

3.3.8 ~~3.3.7~~ Employees promoted to the rank of Captain or returning to the rank of Captain from an executive level position 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.

3.3.9 ~~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~~Unused Executive Leave will be cashed out at the end of the calendar year in which it is ~~granted or else it will be lost~~accrued (as described in Section 3.3.7.2) or upon a Captain's separation or promotion.

~~3.3.9 Employees holding the permanent rank of Captain may earn and use Flextime. The accrual of Flextime is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation or leave for work related to the primary duty assignment.~~

3.3.10 ~~3.3.10~~ Captains will receive additional compensation at the Captain top-step hourly rate of pay (calculated by dividing the annual base salary by 2080 hours) for time worked when assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant ~~Large-scale Event will be eligible for accrual of Flextime leave~~Large-Scale Event. Significant ~~Large-scale~~Large-Scale Events include, but are not limited to, natural disasters or large crowd control events such as protests.

The additional compensation provided by this paragraph is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation for work related to the primary duty assignment. ~~3.3.11~~ Captains who have completed work ~~in~~at either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for ~~Flextime~~additional compensation with the appropriate justification to their supervisor. The supervisor (their Bureau Commander) will make a determination as to the appropriate ~~amount of Flextime~~number of additional

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hours to grant. Upon approval of the Bureau Commander, the Captain's timesheet will be updated to reflect the additional approved ~~Flextime earned. Hours awarded will be at straight-time, not at time and a half.~~hours.

3.3.11 Lieutenants may not work overtime between when a suspension is imposed and when it has been fully served. The time from when a suspension is imposed until it begins shall not exceed seven (7) calendar days unless mutually agreed upon by the Department and the employee.

~~3.3.12 Flextime usage, and the approval of its use, will be governed in the same manner as vacation time.~~

~~3.3.13 There is a 200-hour cap on Flextime. There is no ability to cash out Flextime. (See Appendix B for information on the process for transitioning to the 200-hour cap.)~~

3.4 ~~3.4~~ ~~The~~Upon mutual agreement, 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 ~~3.5~~ On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

3.5.1 ~~A.~~ On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.

3.5.2 ~~B.~~ The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate

additional units as "on-going" it will provide notice to the Association and bargain the same upon request.

3.5.3 ~~C.~~ ~~In~~n the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.

3.5.4 ~~D.~~ Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

3.5.5 ~~E.~~ In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three employees.

3.6 ~~3.6~~ An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

3.7 ~~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 ~~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 ~~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, with the employee's permission, 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, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 ~~3.9.1~~ Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

3.10 ~~3.10~~ The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees in accordance with the terms set forth in the Municipal Code.

3.11 ~~3.11~~ 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.

3.12 ~~3.12~~ The Employer agrees to repair or replace clothes or equipment damaged in the line of duty.

3.13 ~~3.13~~ 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.

3.14 ~~3.14~~ Acting Positions

3.14.1 ~~A.~~ The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by a bargaining unit employee of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.

3.14.2 ~~B.~~ In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the operational needs of the Department. It is understood that in some cases, such as

where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees for the position in the event the special project arises again.

3.14.3 ~~C.~~ Acting Lieutenants

D. ~~1)~~ Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered "short-term" if they are less than 120 days. After that, the absence will be considered "long-term." The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant's absence. Acting lieutenants are not bargaining unit employees.

E. ~~2)~~ When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.14 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.

F. ~~3)~~ Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.

G. ~~4)~~ Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related

to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.

3.14.4 ~~D.~~ Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.

3.14.5 ~~E.~~ Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees to do such work to the extent possible.

3.15 ~~3.15~~ Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (i.e., headquarters or a precinct).

3.16 ~~3.16~~ Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

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

3.17 ~~3.17~~ 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.

3.18 ~~3.18~~ Assignments

3.18.1 ~~A.~~ The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from Lieutenants on positions that they have an interest in based either on career development or other factors.

3.18.2 ~~B.~~ The Department encourages each ~~Lieutenant~~employee to submit to their ~~Captain~~chain of command a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the ~~Lieutenant~~employee should include any other factor(s) that the ~~Lieutenant~~employee believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their ~~Captain~~chain of command, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.

3.18.3 ~~C.~~ Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection ("bid") process is administered by the Assistant Chief of Operations, or their designee:

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H. ~~i.~~ On March 1st, all current watch commanders and any lieutenant notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.

I. ~~ii.~~ The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.

3.18.4 ~~D.~~ The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs. Upon request of the Association, the Department will provide written explanation when a newly promoted lieutenant is placed in a non-patrol position.

3.18.5 ~~E.~~ Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.

3.18.6 ~~F.~~ Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon notification of an alleged violation, the parties will agree to toll any grievance timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.19 ~~3.19~~ Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

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3.20 ~~3.20~~ Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

3.20.1 ~~A.~~ Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.

3.20.2 ~~B.~~ After the event is concluded, request a JLMC to address the issue of PPE.

3.21 Night Duty Captains

3.21.1 Permanent Night Duty Captains. Captains assigned to one of up to three (3) permanent night duty captain positions will typically work from 1700-0300 on a 4/10 schedule. The workdays for the permanent positions will be established to best distribute coverage during the week. Night Duty Captains will have the option of adjusting their schedules, with advanced notice and approval from the Operations Bureau Assistant Chief, ensuring that coverage is maintained during the Night Duty shift.

3.21.2 After two (2) years in the Night Duty Captain assignment (absent hardship) the assigned captain and the department shall meet and confer regarding continuing the assignment. The assigned captain may then continue in the Night Duty Captain assignment if he/she and the Department mutually agree, or the Department will assign another captain to the Night Duty Captain position.

3.21.3 On-Call Night Duty Captain. Captains in a deployable status will be placed on a rotation calendar to perform the duties of the Night Duty Captain in the event that the permanently assigned Night Duty Captain(s) are absent between 1700-0300.

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J. "On call" status means available for contact via Department issued cell phone and available to respond in the event the captain makes a determination that an in-person response is warranted.

K. On-call Night Duty Captains are not required to be in an on-duty capacity but will screen incidents and make a determination as to whether an in-person response is warranted.

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ARTICLE 4 – ~~ARTICLE 4 –~~ SALARIES AND DEFERRED COMPENSATION

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

4.2 ~~4.2~~ The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

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ARTICLE 5 – ~~ARTICLE 5 -~~ HOLIDAYS

5.1 ~~5.1~~ Captains shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of one hundred and twelve (112) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 ~~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)
Juneteenth	(June 19th)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(2nd Monday in October)
Thanksgiving Day	(fourth Thursday in November)
(The day immediately following Thanksgiving Day)	
Christmas Day	(December 25)

5.3 ~~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 the employee's regular rate for said holiday time.

5.4 ~~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 ~~5.5~~ When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, the employee shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, the employee shall not be allowed

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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.

5.6 ~~5.6~~ The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

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~~ARTICLE 6 - VACATIONS~~

ARTICLE 6 – VACATIONS

6.1 ~~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 four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 ~~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 ~~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 ~~6.4~~ An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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6.5 ~~6.5~~ Employees may, with Employer approval, use accumulated vacation with pay.

6.6 ~~6.6~~ If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

6.7 ~~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 ~~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 ~~6.9~~ An employee who separates for any reason shall be paid in a lump sum for any unused vacation the employee has previously accrued.

6.10 ~~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 ~~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 the employee 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.

6.12 ~~6.12~~ Where an employee has exhausted their 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, or as otherwise provided by law or ordinance, employees must use all accrued vacation prior to beginning an approved unpaid leave of absence.

6.13 ~~6.13~~ 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.

6.14 ~~6.14~~ 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.

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6.15 ~~6.15~~ If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

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ARTICLE 7 – ~~ARTICLE 7 -~~ PENSIONS

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

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ARTICLE 8 – ~~ARTICLE 8 -~~ HEALTH INSURANCE COVERAGE

8.1 ~~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 ~~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 dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and medical, dental, and vision coverage, as established by the City.

8.3 ~~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.

8.4 ~~8.4~~ Effective January 1, 2020, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 2020 through 2023, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 ~~8.5~~ Bargaining unit employees may "buy up" to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to bargaining unit employees under this Agreement. Bargaining unit employees have the option of "buying up" to either the SPOG medical plan only, or "buying up" to the entire SPOG medical, dental and vision benefit package, at the individual's option, by paying the associated increase in premium costs.

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

9.1 ~~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 Seattle Municipal Code 4.24, Subchapter 1 as amended. Upon 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 death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

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

~~In order to be eligible to receive this benefit, an employee must give the City six months notice of retirement, and the date provided for retirement may only be changed by mutual agreement.~~

9.2 ~~9.2~~ 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~~nonoccupational disability leave, the Association will make available a ~~long-term~~long-term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

9.3 ~~9.3~~ 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~~employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Association in its capacity as the representative of the affected employees.

9.4 ~~9.4~~ The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 ~~9.4.1~~ 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, the parties will re-open the Agreement in order to find a mutually acceptable alternative.

9.4.2 ~~9.4.2~~ 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 employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

9.5 ~~9.5~~ 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.

9.5.1 ~~9.5.1~~ 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.

9.6 ~~9.6~~ 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 their 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.

9.7 ~~9.7.~~ During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

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ARTICLE 10 – ~~ARTICLE 10 -~~ MANAGEMENT RIGHTS

10.1 ~~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 ~~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:

10.2.1 ~~A.~~ To recruit, hire, assign, transfer, or promote employees;

10.2.2 ~~B.~~ To suspend, demote and/or discharge employees or take other disciplinary action with just cause;

10.2.3 ~~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;

10.2.4 ~~D.~~ To determine work schedules and the location of departmental headquarters and facilities; and

10.2.5 ~~E.~~ To control the departmental budget.

10.3 ~~10.3~~ The City further reserves the right to take whatever actions are necessary in emergencies in order to ~~assure~~ensure the proper functioning of the department.

10.4 ~~10.4~~ Promotions ~~-~~. Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 ~~10.5~~ Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the order of layoff, as provided under RCW 41.56.

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ARTICLE 11 – ~~ARTICLE 11 -~~ WORK STOPPAGES

11.1 ~~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 their assigned duties to the best of their 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 ~~11.2~~ The Employer shall not engage in lockout.

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ARTICLE 12 – ~~ARTICLE 12 -~~ SUBORDINATION OF AGREEMENT

12.1 ~~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 ~~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.

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ARTICLE 13 – ~~ARTICLE 13 -~~ SAVINGS CLAUSE

13.1 ~~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.

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ARTICLE 14 – ~~ARTICLE 14 -~~ ENTIRE AGREEMENT

14.1 ~~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.

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ARTICLE 15 – ~~ARTICLE 15 -~~ GRIEVANCE PROCEDURE

15.1 ~~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 grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 ~~–~~ Pensions, shall not be subject to the procedure delineated in this Article.

15.2 ~~15.2~~ A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. The Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance.

Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance procedure within fifteen (15) calendar days of receiving the City's Step 1

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response. The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources Director and the Bureau Chief. The Director of Labor Relations or their designee shall investigate the grievance. Either the Director of Labor Relations or their 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 their written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. ~~A.~~ Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

~~B.~~ Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 ~~15.3~~ Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as arbitrator.

15.4 ~~15.4~~ Referral to arbitration must be accompanied by the following information:

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15.4.1 ~~1.~~ Identification of the Section(s) of the Agreement allegedly violated.

15.4.2 ~~2.~~ Details or nature of the alleged violation.

15.4.3 ~~3.~~ Position of the party who is referring the grievance to arbitration.

15.4.4 ~~4.~~ Question(s) which the arbitrator is being asked to decide.

15.4.5 ~~5.~~ Remedy sought.

15.5 ~~15.5~~ In connection with any arbitration or Discipline Review proceeding held pursuant to this Agreement, it is understood as follows:

15.5.1 ~~A.~~ The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

15.5.2 ~~B.~~ The decision of the Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.

15.5.3 ~~C.~~ The cost of the Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.

15.5.4 ~~D.~~ The Arbitrator's/Neutral Examiner'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.

Any Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

15.5.5 ~~E.~~ 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.

15.6 ~~15.6~~ 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.

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15.7 ~~15.7~~ 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.

15.8 ~~15.8~~ 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~~thirty (~~15~~30) or less days prior to the initial filing of the grievance.

15.9 ~~15.9~~ If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.10 ~~15.10~~ 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.

15.11 ~~15.11~~ 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 Agreement shall subsequently be subject to the grievance procedure.

15.12 ~~15.12~~ 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.

15.13 ~~15.13~~ An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no

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such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

15.14 ~~15.14~~ Discipline Review

15.14.1 ~~15.14.1~~ Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

15.14.2 The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a "new look" at the circumstances of a disciplinary investigation.

15.14.3 This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

15.14.4 ~~15.14.2~~ Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record ("IR"). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information ("Supplemental Submission") as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, or re-open the investigation. See Article 16.4 for specific details.

15.14.5 ~~15.14.3~~ Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA~~,~~ or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR~~,~~ and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief

shall issue a written decision (the "Decision"), unless the Chief decides to send the matter back to OPA for additional investigation.

15.14.6 ~~15.13.4~~ Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations, within fifteen (15) days of receipt of the Decision.

15.14.7 ~~15.14.5~~ Discipline Review.

L. ~~A.~~ Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

M. ~~B.~~ The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief's Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

N. ~~C.~~ There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and

2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

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3. Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

O. ~~D.~~ Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties will use their best efforts to conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner.

P. ~~E.~~ In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

Q. ~~F.~~ If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is overturned and the Neutral Examiner will make other determinations as appropriate.

R. ~~G.~~ If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

S. ~~H.~~ The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

T. ~~I.~~ Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such that the public may review the process either in real-time or shortly thereafter.

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15.15 ~~15.15~~ In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

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ARTICLE 16 – ~~ARTICLE 16 –~~ INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS~~'~~' BILL OF RIGHTS

16.1 ~~16.1~~ 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 Articles 15 and 16; 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 the Discipline Review procedure as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, a bargaining unit employee retains the right to initiate a Discipline Review or PSCSC appeal of an investigative finding and/or any associated discipline.

16.2 ~~16.2~~ For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules and an "officer" shall be any member of the bargaining unit.

16.3 ~~16.3~~ 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 or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., an employee being investigated but not yet charged with a serious crime), 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. The Association will be notified when the Department intends to indefinitely suspend an employee in the bargaining unit. The Association has the right to request a meeting with the Chief to discuss the suspension.

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but the Department may proceed with the suspension while any requested meeting is scheduled. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of 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.

16.4 ~~16.4~~ Internal Investigations Procedures

16.4.1 ~~A.~~ The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee is investigated, the lead investigative function will be performed by any employee in OPA. All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.

16.4.2 ~~B.~~ The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or "front-line" investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven (7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation

or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.

16.4.3 ~~C.~~ Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the investigation, unless within one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. mail sent to the employee's home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA's approval of the supervisory adjudication.

U. ~~1.~~ The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).

V. ~~2.~~ Additionally, the failure of an employee or Department witness, or their representative, to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee, Department witness, or representative took to participate.

W. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

X. ~~3.~~ Subject to the listed conditions, the OPA may request, and the Association will grant, an extension of the one-hundred eighty (180) day time limitation (so long as the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA that the witnesses are reasonably expected to become available (both physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.

Y. ~~4.~~ In the event that the OPA makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their designee. Failure to so respond shall result in the extension request being approved.

Z. ~~5.~~ When the OPA investigation is complete, the Investigative Record will be made available to the Association for the 30-day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180-day time

period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180-day time period may be made consistent with 16.4 (C) (3) above, and the 180-day time period will not restart until the extension request has been resolved.

AA. ~~6.~~ The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure regarding the 180-day time period the OPA will notify the Association whenever the OPA Director believes the time period has been tolled.

16.4.4 ~~D.~~ Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.

16.4.5 ~~E.~~ When an employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, the interview notice will include:

BB. ~~1.~~ Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise them of the allegations of such complaint.

CC. ~~2.~~ The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview

16.4.6 ~~F.~~ Nothing in Section B or D shall function to limit the scope of the investigation. The named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a

separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.

16.4.7 ~~G.~~ When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents, that employee will be afforded their rights under the Police Officers' Bill of Rights by that City agent.

16.4.8 ~~H.~~ OPA Interviews

DD. ~~1.~~ The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.

EE. ~~2.~~ At least three (3) business days and no more than thirty (30) days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of their right to representation by the Association during the interview.

FF. ~~3.~~ Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.

GG. ~~4.~~ The Association will be allowed reasonable on-duty release time for a SPMA representative to provide representation requested by the employee during the questioning.

HH. ~~5.~~ Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

II. ~~6.~~ Any person in attendance at interviews shall be precluded from making recommendations or otherwise determining disciplinary outcomes for the employee.

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JJ. ~~7.~~ The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the OPA upon request. If an interview of a named employee is recorded by the OPA, the OPA shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.

16.4.9 ~~I.~~ Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:

KK. ~~1.~~ where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or

LL. ~~2.~~ where ~~the named employee concealed~~ acts of misconduct have been knowingly concealed, or

MM. ~~3.~~ dishonesty, or

NN. ~~4.~~ Type III force, as defined in the SPD policy manual or by applicable law

Any employee who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

16.4.10 ~~J.~~ OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint.

16.4.11 ~~K.~~ Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, Bureau Chief/Deputy Chief, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their designee may authorize access to others in their discretion only if those others are involved in (1) the

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disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee that is not in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

16.4.12 ~~L.~~ The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.

16.4.13 ~~M.~~ An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access.

16.4.14 ~~N.~~ OPA closed investigative files will be retained for the duration of the City employment plus ~~six~~ten (10) years, or longer if any action related to that employee is ongoing.

16.4.15 ~~O.~~ Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

16.4.16 ~~P.~~ During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a "placeholder". The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association's discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information

arises between the Loudermill hearing and the Chief's decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief's decision.

16.5 ~~16.5~~ Criminal Investigations

16.5.1 ~~A.~~ In the event of a criminal investigation of a bargaining unit employee, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.

16.5.2 ~~B.~~ OPA will not conduct criminal investigations. While OPA will not direct the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA, simultaneous OPA and criminal investigations may be conducted. In the event the OPA is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details, such as witness interview scheduling or review of evidence.

16.5.3 In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA, with expertise in the type of criminal conduct alleged, to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of the administrative investigation. ~~The~~Either the OPA ~~may, at its discretion, recommend to~~Director or the Chief of Police ~~that~~may decide that a criminal investigation should be conducted by an outside law enforcement agency conduct a criminal investigation. If the OPA Director and the Chief of Police disagree, the matter will be referred to an outside law enforcement agency for investigation. The Chief of Police will determine which outside law enforcement agency will conduct the criminal investigation.

16.6 ~~16.6~~ Bill of Rights - The "Police Officers' Bill of Rights" spells out the minimum rights of an officer but where the language of the contract ~~or the past practices of the Department grant~~grants the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The

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~~wide-ranging~~wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by the Seattle Police Department and/or OPA.

16.6.1 ~~16.6.1~~ Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee's Constitutional rights.

16.6.2 ~~16.6.2~~ Right to Representation - Before any interview commences or written statement is provided, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with a personal attorney or bargaining unit representative(s) before being interviewed or providing a statement.

16.6.3 ~~16.6.3~~ Interviewing ~~procedures~~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. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked "off the record." The employee being interviewed shall be entitled to such intermissions as the employee reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee. If an investigatory interview is conducted by videoconference, any recording made will be limited to audio recording.

16.6.4 ~~16.6.4~~ Intimidation of ~~employee prohibited~~ Employee Prohibited. No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should the employee refuse to resign, nor shall any employee be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an improper inducement to answer questions.

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16.6.5 ~~16.6.5~~ Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 ~~16.6.6~~ If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their due process hearing or to present any information during the due process hearing if the employee chooses to attend.

16.6.7 ~~16.6.7~~ When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their decision.

16.7 ~~16.7~~ Mediation – Alternative Resolution Process

16.7.1 ~~1.~~ The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

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16.7.2 ~~2.~~ For cases involving dissatisfaction with an interaction with an officer, at the time of issuing the Classification Report OPA will ask the officer whether they are willing to mediate the complaint.

16.7.3 ~~3.~~ Assuming the officer is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is being considered for mediation. Complaints may also be considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer have agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

OO. ~~1.~~ Voluntary process - Mediation will occur only if both the complainant and employee agree.

PP. ~~2.~~ The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

QQ. ~~3.~~ If the Mediator informs the OPA that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:

4. ~~a.~~ The officer actively listens to the perspective of the other party; and

5. ~~b.~~ The officer fully communicates their own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

RR. ~~4.~~ In the event the complainant changes their mind and does not participate in the mediation, or if an employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until it was returned to OPA for investigation.

SS. ~~5.~~ Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA

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whether or not the parties met and participated in good faith. Any resolution will be confidential.

TT. ~~6.~~ Time spent at the mediation shall be considered on-duty time.

UU. ~~7.~~ The panel of mediators will be jointly selected by the OPA and the Association. All costs of mediation shall be borne by the City.

VV. ~~8.~~ Multiple Named Officers - In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the complaint processed by OPA

16.8 ~~16.8~~ Rapid Adjudication Process

16.8.1 ~~A.~~ Rapid Adjudication ("RA") is an alternative complaint resolution process. RA may be initiated by the employee or OPA. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.

16.8.2 ~~B.~~ Employee Initiated.

Included with the classification report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where

a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.3 ~~C.~~ OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.4 ~~D.~~ RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

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16.8.5 ~~E.~~ In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

16.8.6 ~~F.~~ Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file~~,~~ but may be tracked by OPA/OIG for purposes of systemic review.

16.9 ~~16.9~~ EEO Investigations

16.9.1 ~~A.~~ Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.

16.9.2 ~~B.~~ EEO Investigations may be conducted by a member of the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle. With mutual agreement between the employee and the investigator, EEO interviews may occur remotely over video.

16.9.3 ~~C.~~ In all investigations, the officer has the right to Association representation at the investigative interview.

16.9.4 ~~D.~~ At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.

16.9.5 ~~E.~~ No discipline may result from an EEO investigation unless a written report is provided to the affected employee and the Association, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.

16.9.6 ~~F.~~ All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(G), 16.4(H), 16.6.2, 16.6.3 and 16.6.4.

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ARTICLE 17 – ~~ARTICLE 17 –~~ JOINT LABOR MANAGEMENT COMMITTEE

17.1 ~~17.1~~ There shall be a Police Department Joint Labor Management Committee 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 their 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 JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 ~~17.2~~ The JLMC 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 ~~17.3~~ The purpose of the JLMC 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 ~~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 ~~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.

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ARTICLE 18 – ~~ARTICLE 18 -~~ DURATION OF AGREEMENT

18.1 ~~18.1~~ ~~This~~Unless otherwise provided in this Agreement (such as retroactive wages), this Agreement shall become effective ~~on January 1, 2020 or~~ upon signing by both parties, ~~whichever is later,~~ and shall remain in effect through December 31, ~~2023~~2027. 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 ~~2023~~2027 as stipulated in RCW 41.56.440. ~~Notwithstanding an effective date of January 1, 2020, pay~~Pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

18.2 ~~18.2~~ 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.

18.3 ~~18.3~~ The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with ~~the~~ :

18.3.1 The adoption of amendments to Title 4 of the Seattle Municipal Code~~.~~; or

18.3.2 The adoption of a revised system for addressing performance or misconduct issues that do not involve allegations of serious misconduct.

18.4 In the event the average annual percentage increase in base wages in the Seattle Police Officers Guild collective bargaining agreement covering the years 2024-2026 (and any additional years in its term) exceeds four and one-half percent (4.5%), the Association may, at its election, reopen this Agreement for the sole purpose of renegotiating the 2027 base wage increase. The average annual percentage increase will be calculated by summing the annual percentage base wage increases and dividing the sum by the number of years covered by the Guild agreement's term. For example, if the Guild's agreement covers 2024-2027 with the following increases:

2024 4.5%

2025 5%

2026 3.25%

2027 2.5%

Total increase = 15.25%

Average annual percentage increase in base wages = 15.25% / 4 years = 3.81% per year

Changes in premium, specialty or assignment compensation will not be considered in

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calculating the annual average percentage wage increase. If this reopener clause is triggered, the 2027 base wage increase described in Appendix A, Section A.4 will be void. This reopener provision will expire if it is not triggered on or before November 1, 2026.

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~~Signed this ___ day of _____, 2022.~~

~~SEATTLE POLICE MANAGEMENT ASSOCIATION~~

~~THE CITY OF SEATTLE~~

~~Executed under authority of Ordinance 126597~~

~~Scott Bachler, President~~

~~Bruce Harrell, Mayor~~

~~Brian Stampfl, Vice-President~~

~~Danielle Malcolm, Labor Relations~~

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APPENDIX A – SALARIES

A.1 Effective ~~December 25~~January 3, ~~2019~~2024, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~11,866~~ 15,490	~~12,350~~ 16,125	~~12,856~~ 16,770	~~13,371~~14,884
Captain	~~14,113~~ 18,416	~~14,683~~ 19,175	~~15,289~~ 19,943	~~15,901~~17,702

A.2 Effective January ~~6~~1, ~~2021~~2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~12,093~~ 16,110	~~12,583~~ 16,770	~~13,102~~ 17,441	~~13,625~~15,479
Captain	~~14,381~~ 19,152	~~14,962~~ 19,942	~~15,579~~ 20,741	~~16,204~~18,410

A.3 Effective ~~January 5~~December 31, ~~2022~~2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~12,576~~ 16,754	~~13,088~~ 17,441	~~13,625~~ 18,139	~~14,170~~16,098
Captain	~~14,957~~ 19,918	~~15,560~~ 20,740	~~16,202~~ 21,571	~~16,851~~19,146

A.4 Effective ~~January 4th, 2023, the base wage rates set forth in A.3 above shall be increased across-the-board by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index ("CPI") for June 2021 to June 2022 over the same index for June 2020 to June 2021; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless~~

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~~otherwise noted). The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~ December 30, 2026, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	16,581	17,257	17,965	18,683
Captain	19,721	20,516	21,362	22,218

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

A.6 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with the following schedules:

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Longevity		~~Effective 12/26/18~~
Completion of fifteen (15) years of service		6%
Completion of twenty (20) years of service		7%
Completion of twenty-five (25) years of service		12%
Completion of thirty (30) years of service		13%

A.7 The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: ~~5% (~~6% ~~first pay period after implementation)~~

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

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

B. ~~Effective the first pay period after implementation,~~ Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 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,

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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 the employee's 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.

~~A9~~A.9 Deferred Compensation.

~~1. Effective January 1, 2019, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 2% of the top step base salary of Police Lieutenant. Effective the first pay period following implementation, the City's total annual match of an employee's contribution to the City's voluntary deferred compensation program shall increase up to a maximum of 3% of the top step base salary of Police Lieutenant.~~

A. The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3% of the top step base salary of Police Lieutenant.

B. ~~2.~~ In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

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APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the ~~2020-2023~~2024-2027 collective bargaining agreement.

Accountability Legislation

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

Body Worn Video

Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 ("In-Car and Body-Worn Video").

It is understood that the Department will require some bargaining unit members to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City.

~~Effective the first pay period after ratification of this Agreement, and continuing through the remainder of 2022, an additional two percent (2%) of the base monthly salary held by an employee shall be paid to each employee required to wear BWV while on duty for the City. Effective December 25, 2019 through the date of ratification, any Watch Commander that regularly wore BWV while on duty shall receive the 2% premium for each pay period during which they were wearing the BWV. The parties will work together in good faith to determine eligibility for this pay. This 2% premium for wearing BWV shall terminate on January 3, 2023.~~

Civilianization

~~The Captain position currently assigned to the Communications Section may be replaced by a non-sworn manager. The City reserves the right to determine when and if this happens. The Association and incumbent captain will receive at least 30 days notice prior to the implementation of a civilianization decision. There is no current proposal or agreement to civilianize the lieutenant position currently assigned within the Communications Section. These civilianization understandings are not dependent on where the communications function is ultimately housed organizationally.~~

The City may civilianize work functions currently performed by Captains, subject to the following:

~~In the event the City seeks civilianization of any other bargaining unit position(s), it may re-open the Agreement and bargain with the SPMA pursuant to the requirements of RCW 41.56.~~

- The City will maintain a minimum of twenty-three (23) Captain positions.

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- The City will fill a vacant Captain position (up to the minimum staffing level above) within ninety (90) days of the position becoming vacant; provided the Captain promotional list has not been exhausted.

- No Captains will be demoted as a result of the City's civilianization of their work functions.

- Captains that are reassigned due the City's civilianization of functions they previously performed will be given an assignment with responsibility commensurate with the Captain rank.

- The City will give the Association at least sixty (60) days' notice of their intent to civilianize a captain position. Upon request by the Association, the parties will bargain the impacts of the City's decision.

- This agreement will resolve any issues associated with the civilianization of the leadership of the City's Relational Policing Section.

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~~Contract Effectiveness~~

~~Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.~~

~~EEO interviews~~

~~EEO interviews may occur remotely over video at the City's discretion while the Mayor's Executive Order-COVID-19 Civil Emergency is in effect. After the expiration of this order, the parties may reopen on the issue of remote EEO interviews.~~

Flextime

~~Effective with this Agreement, Flextime will be capped at 200 hours, and will be controlled and managed by SPD.~~

Captains will have until December 31, 2027, to use remaining Flextime hours. Hours that have not been used as of December 31, 2027, will be forfeited.

~~Determination of Accruals:~~

~~Each Captain must affirm to SPD the amount of Flextime they have by providing a written statement as follows: "I affirm that I currently have ____ hours of Flextime." Failure to provide the affirmation will result in the Captain losing whatever Flextime accumulation they had. The mechanism for gathering this information shall be determined by the SPD HR Director and will be distributed shortly after the Agreement has been ratified by both parties.~~

~~For each Captain affirming more than 384 hours of Flextime, the Captain will be expected to establish proof of approval to go over the cap, as required in the underlying MOU.~~

~~Transition to New 200-hour Cap:~~

~~Captains will have eighteen (18) months from the point that Flextime balances appear in a Captain's timesheet balances to get to 200 or less hours of Flextime (the "Transition Period"). In order to avoid disputes regarding this timeline, the parties will agree on the initial date that Flextime balances are being electronically recorded, which will initiate the Transition Period. At the commencement of the Transition Period, each Captain will be given the opportunity to cash-out at 35% their accrued Flextime hours for those hours over 200 and up to 384 hours. This cash-out may be requested through a mechanism administered by the SPD HR Director. At the conclusion of the Transition Period, any remaining unused Flextime hours will be cashed out by the City at the rate of 25% for hours over 200 and up to 384 hours. Funds will be directed consistent with current City policy and IRS regulation.~~

~~If during the Determination of Accruals process it is established that a Captain has an approved over-the-cap balance, the City may notify the Association of its intent to bargain issues related to the reduction of the over-the-cap amount. Absent such notification, the Captain will have the remainder of the Transition Period to use (or lose) the over-the-cap amount.~~

~~Four Ten Schedule Re-Opener~~

~~In the event the City implements a 4x10 patrol schedule with SPOG, and desires to extend that schedule to potentially impacted SPMA members as well, this Agreement may be re-opened to bargain the hours and work schedule impacts of the change to a 4X10 patrol schedule.~~

Incentive Sick Leave Balances

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The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except ~~as provided below:~~

that incentive sick leave may ~~A. 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.~~

~~B. Incentive sick leave may~~ not be cashed out or applied to the payment of health care premiums.

Legislative Changes

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

Public Safety Civil Service Commission

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

Race and Social Justice Initiative

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

~~**Records Retention**~~

~~The City will request an Attorney General Opinion regarding revised RCW 43.101.135 (7)(b) in SB 5051. The question to be resolved is whether the legislation requires the retention of all officer misconduct investigations, or just those that result in sustained findings or discipline. If the AGO indicates that unsustained complaints are not the subject of the legislation, the Association may re-open the CBA on the issue of retention of not sustained investigative files (see Article 16.4 (N)).~~

Secondary Employment

The Association recognizes the City's ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit (e.g., workload for any employee involved in making or overseeing the assignments) and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

~~**Washington Paid Family and Medical Leave Act**~~

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~~The Parties agree that the existing Memorandum of Agreement between the City and the Coalition of City Unions concerning the implementation of the Washington Paid Family and Medical Leave Act (attached as Appendix F) will be incorporated into this Agreement. Association bargaining unit employees may utilize benefits outlined in SMC 4.26, 4.27, 4.29, and RCW 50A consistent with City policy and this Agreement.~~

Dated this _____ date of _____, ~~2022~~ 2025.

Seattle Police Management Association	**City of Seattle**
_____	_____
~~Scott Bachler~~James Britt, President,	Bruce Harrell, Mayor
_____	_____
~~Brian Stampfl~~ _____, Vice President	Danielle Malcolm, Labor Relations

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APPENDIX C

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("Leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay~~"~~." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A~~)~~. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp ~~time, executive, etc.). Leaves eligible for top-off during the pilot will be consistent with those applicable to the Coalition. Flextime is not eligible for top-off.~~ time, executive, etc.).

B~~)~~. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C~~)~~. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or ~~retroactivity~~reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D~~)~~. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E~~)~~. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15~~-~~ minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

~~F) It is the employees' responsibility to calculate how much accrued and/or granted paid leave they need to use in order to supplement their SPFML benefit when entering and~~

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~~submitting their timesheets.~~

~~C)~~F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

~~H)~~G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the ~~SPFML.~~ SPFML.

~~I) The City will not be responsible for tracking whether employees have accrued the amount of Supplemental Leave they request at the time their SPFML leave is set to start.~~
~~J) The SPFML "top-up" program is a pilot, and the City and the Coalition of City Unions have developed a comprehensive review, analysis, and discussion system in order to assess the program (detailed in "K" below). The City agrees to notify the Association regarding the initial review meeting during Q2 2023, and the Association agrees to coordinate its participation through the Coalition. The City and Association will not conduct a separate review. Determinations about program viability and continuation will be made within the framework of the City/Coalition review and assessment, which is included below for reference.~~
~~K) Length and review of Pilot Program: This pilot program will take effect the first quarter of 2022 and continue through March 31, 2024, the end of the first quarter of 2024. The City and the Coalition of City Unions (the "Parties" for purposes of this subsection only) have agreed that after the first quarter of 2023, and no later than June 30, 2023, they will meet and review the supplemental leave pay usage data of the previous year, to review the cost and utilization of the program. After June 30, 2023, either party may cancel this pilot program with 30 days calendar days' written notice to the other party. The Parties agree that the purpose of this pilot phase is to ascertain utilization and costing data related to top-up for purposes of possible enhancements or expansion of the program, including but not limited to the possibility of the City providing some or all of the supplemental top-up funding at a future date. To that end, the parties agree to convene a labor-management on this subject no later than ninety (90) days prior to June 30, 2023, to review this data and negotiate potential changes to the program.~~

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APPENDIX D

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

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

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

I. CONTRACTUAL PROVISIONS

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

DEFINITIONS

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

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

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

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

III REQUIRED CITY CONTRIBUTION

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

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

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

IV. RATE STABILIZATION FUND

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

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(Deleted graphics)at are represented by the Unions that are a party to this MOA.

V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

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

VI. COMMITTEE RESPONSIBILITIES

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

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

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VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

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

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

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

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

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

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

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~~IX. AMENDMENTS~~

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

X. DEFINITION OF THE TERM "AGREEMENT"

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

XI. TERM OF AGREEMENT

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

Signed this 1st day of May, 2007.

THE CITY OF SEATTLE

David Bracilano
Director of Labor Relations

Mark McDermott
Personnel Director

Dan Oliver
Seattle Police Management Association President

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APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- ~~1997 – LEOFF members reemployed as civilians~~
- 2001 – Administration of vacation for LEOFF II on disability leave
- ~~2009 – Executive Leave cash out for Captains~~
- 2006 – Implementation of assessment center process for promotion from lieutenant to captain
- 2009 – 2006 ~~pilot~~ – Pilot process for promotion from lieutenant to captain becomes permanent
- ~~2014 – Implementation of the Settlement Agreement and Memorandum of Understanding between the City and the Department of Justice (July 27, 2012)~~
- ~~2014 – Formation of the Community Police Commission~~
- ~~2014 – Access and confidentiality of the DOJ Monitor~~
- ~~2016 – Night Duty Commanders and Night Duty Commander Duty Rotation Calendar~~
- ~~2017 – Night Duty Commander Addendum~~

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09/20/19

MEMORANDUM OF AGREEMENT

between the

City of Seattle and the

Coalition of City Unions

This is a Memorandum of Agreement ("Agreement") between the City of Seattle ("City) and the Coalition of City Unions ("Coalition") (collectively, "Parties"), concerning the implementation of Washington *Paid Family and Medical Leave Act* ("WAPFML[1]"), *RCW Title 50A* by the City of Seattle. In 2018 the citizens of Washington State voted to approve the creation of a paid family and medical leave program for employees in Washington state, with benefits effective January 1, 2020. WAPFML will be administered by the Washington Employment Security Department. The Parties recognize that there are continuing uncertainties in how to best implement WAPFML as it applies to City employees because the Washington state rulemaking process will not be completed before December 31, 2019. As a result of the lengthy rulemaking process, the Parties are unable to completely assess the impact of the law and rules on the City and its represented employees, and therefore:

The Parties agree to the following measures to reduce uncertainty and to address issues which may arise after the implementation of the paid family leave law:

1. ELIMINATION OF DRAWDOWN
   The City shall not require members of the Coalition of City Unions who execute this agreement, to reduce the balance of or "draw down" accrued vacation or accrued sick leave prior to receiving leave benefits provided for *in Seattle Municipal Code Chapter 4.27, Paid Parental Leave* or *Seattle Municipal Code 4.29, Paid Family Care Leave*.

2. EXPANDED DEFINITION OF FAMILY MEMBER FOR USE OF CITY LEAVE
   The City agrees that for bargaining units that have entered into this Agreement, it will expand the definition of family member to include the employee's sibling, the employee's grandparent, or the employee's grandchild for the purpose of eligibility for family and medical leave under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave* and *Seattle Municipal Code Chapter 4.29, Paid Family Care Leave*.

3. EMPLOYEE PORTION OF PREMIUM PAID FOR BY EMPLOYEES
   The Coalition of City Unions and each individual union therein, agree that Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an

[1] The City of Seattle refers to WAPFML as "State Paid Family and Medical Leave", or "SPFML."

City and CCU – MOA Washington Paid Family and Medical Leave Page 1 of 4

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09/20/19

employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4. PROTECTED LEAVE FOR THOSE INELIGIBLE FOR LEAVE UNDER SMC 4.26
An employee who does not meet the eligibility criteria required by Chapter 4.26 of the Seattle Municipal Code, but who otherwise qualifies for WAPFML, shall be eligible for an unpaid medical leave of absence. Such employee shall be afforded the same job protections and be subject to the same obligations under this medical leave of absence as though they were covered by this Chapter 4.26 of the Seattle Municipal Code.

5. CONCURRENCY OF LEAVE
Leave taken under RCW Title 50A shall be taken concurrently with the federal *Family and Medical Leave Act of 1993* and with unpaid leave taken under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave*.

6. AGREEMENT TO REOPEN INDIVIDUAL COLLECTIVE BARGAINING AGREEMENT(S) AFTER FINAL RULEMAKING COMPLETED
The Parties agree to reopen their respective Agreements for the purpose of addressing the impact of RCW Title 50A no later than September 30, 2020, after final rulemaking is completed, including but not limited to changes in the City's current paid leave program benefit, concurrency, "top off" and protected leave status which may arise as a result of final rulemaking from the State of Washington. After July 31, 2020, either Party may request to reopen the contract to address impacts of the law. The Parties further agree that they may reopen on this subject prior to July 31, 2020 by mutual agreement any time after the completion of the Washington state rule making has been completed.

SIGNED this 20th day of September 2019.
Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE:

_____
Jana Sangy
Director of Labor Relations

_____

City and CCU – MOA Washington Paid Family and Medical Leave Page 2 of 4

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SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C & 21Z

Ed Stemler, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant
City Prosecutors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks,
Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

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John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

City and CCU – MOA Washington Paid Family and Medical Leave

Page 4 of 4

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Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 9/24/2025 5:38:08 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: nd://4907-4610-9754/6/SPMA 2024 to 2027 CBA DRAFT 2025-09-24.docx	
Changes:	
Add	533
~~Delete~~	516
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	8
Embedded Excel	0
Format changes	0
Total Changes:	1057

SEATTLE CITY COUNCIL
CENTRAL STAFF

December 4, 2025

M E M O R A N D U M

To: Seattle City Council
From: Greg Doss Analyst
Subject: CB 121132 – SPMA Collective Bargaining Agreement 2024 - 2027

On December 9, 2025, the Council will discuss and possibly vote on Council Bill (CB) 121132, which would authorize the Mayor to implement a proposed Collective Bargaining Agreement (CBA) between the City of Seattle (City) and the Seattle Police Management Association (SPMA) for the period of January 1, 2024, to December 31, 2027. This memo provides a summary of the proposed CBA, including financial impacts, new police accountability provisions and other operational benefits to the City. A copy of the proposed CBA can be found in Attachment 1.

Background / Bargaining Process

In 2023, the City's Labor Relations Policy Committee (LRPC)[1] began the development of contract parameters consistent with the processes established in the Seattle Municipal Code (SMC) Section 4.04., and in accordance with the principles expressed in the Accountability Ordinance (ORD 125315) and Resolution (RES) 32112. The City developed parameters under a process that involved an August 2023 public hearing, and with input from representatives of the City's accountability agencies: the Office of Police Accountability (OPA), the Office of the Inspector General for Public Safety (OIG) and the Community Police Commission (CPC). Additionally, representatives of the OPA and OIG acted as advisors during the negotiation process and a Central Staff representative served on the bargaining team.[2]

Proposed CBA 2023-2027

This legislation would authorize the Mayor to implement a CBA between the City and SPMA. The proposed CBA is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2024, through December 31, 2027. The agreement could cover approximately 80 current and former Captains and Lieutenants in the Seattle Police Department, and would supersede the Collective Bargaining Agreement (CBA) that expired on December 31, 2023.

[1] The LRPC serves as the City management team for labor agreement negotiations. The LRPC is established in the Seattle Municipal Code (SMC) 4.04.120(B). LRPC is comprised of the five members of the Executive Labor Committee , as chosen by the Mayor, and the five members of the City Council's Select Labor Committee, as established by Council resolution.
[2] The Central Staff member on the bargaining team keeps Select Labor Committee members apprised of the City's progress toward meeting accountability goals. The representative does not make bargaining decisions.

The Proposed CBA and the Seattle Accountability Ordinance

Seattle's Accountability Ordinance ORD 125315, which was approved in May 2017, mandated police disciplinary reforms, created the OIG, and expanded the powers and scope of the CPC and the OPA. However, state Labor Law (RCW 41.56) prohibits the City from making unilateral changes to a bargaining unit's wages, hours and working conditions, including disciplinary matters, so most of the ordinance's most significant provisions cannot be implemented until they are bargained with the relevant City unions, namely SPOG and SPMA.

Since 2020, the City and SPMA have been in negotiations on dozens of changes on police accountability. As noted in RES 32112, the parties have already reached agreement on many of the changes required by the Accountability Ordinance, including the most significant reforms regarding the discipline appeals process, the authority to issue subpoenas of those who may have been involved in potential officer misconduct incidents, and on many other issues. More information can be found in the Central Staff Memo regarding CB 120332, the legislation that adopted the current contract.

The August 2023 public hearing and RES 32112 identified the accountability issues below as shared goals for the next SPMA contract.[3] Most of these goals are not specifically addressed in the Accountability Ordinance but support the framework and intent of the Ordinance. The table below highlights each of these issues and describes how each is addressed, or not, by the proposed CBA.

Table 1. Key Accountability Goals expressed at the Public Safety Committee Hearing in August 2023

Issue	Proposed CBA
1. 180-day investigative timeline – Extension for Force Review Board Investigations	The current contract restricts OPA's policy misconduct investigations to 180 days. After that period, the City may no longer impose discipline for violations of SPD policy, unless an exception applies. The 180-day period runs concurrently with internal investigations conducted by SPD's Force Review Board (FRB), which reviews incidents involving the most serious use of force. For the sake of efficiency and thoroughness, OPA does not usually begin a policy misconduct investigation until the FRB concludes its review, by which time the 180-day period may be considerably shortened. The Accountability Ordinance would require members of any SPD unit or board, including the FRB, to ensure timely referral to OPA of any incident they review that involves potential misconduct or policy violation. This provision is intended to ensure that OPA receives sufficient time to investigate policy misconduct issues. In cases involving the FRB, the proposed CBA would extend the 180-day clock by 60 days, less the time remaining on the 180-day clock, for investigations into Type 3 use of force (the highest level). In effect, this provision would ensure that OPA has no less than 60 days to complete its investigation for incidents involving the most serious use of force.

[3] "Shared goals" means that the issue was identified by multiple accountability agencies.

Issue	Proposed CBA
2. Police Officers' Bill of Rights – Eliminates past practice as an officer right	The current contract contains a Police Officers' Bill of Rights, which spells out the minimum rights of an officer. This section states that "where the language of the contract or the past practices of the Department grant the officer greater rights, those greater rights shall pertain." The proposed CBA would eliminate an officer's ability to claim that unincorporated past or current practices are a right under the contract.
3. CBA Purpose Statement	The current contract includes a provision on the contract's purpose – "setting forth the wages, hours, and other conditions of employment." Seattle's accountability agencies have indicated that an expansion of the purpose statement, to include a statement on police accountability, would provide context to courts or arbitrators who are reviewing a challenge to discipline and have determined that a contract provision is unclear or silent on a matter. The proposed CBA adds to the purpose statement the following: "Both parties support a strong police accountability system that is fair, impartial and provides procedural justice for the community and officers."
4. Overtime use during or preceding a suspension	The current contract has been interpreted to allow officers to work overtime during or immediately preceding a suspension for misconduct. The proposed CBA would prohibit SPMA members (Lieutenants) from working overtime between when a suspension is imposed and when it has been fully served.[4] The goal of this provision is to avoid the use of overtime to mitigate the financial impacts of a suspension. Additionally, the time from when a suspension is imposed until it begins cannot exceed seven calendar days unless mutually agreed upon by the Department and the employee.
5. Statute of Limitations for concealing Misconduct	The current contract contains a five-year statute of limitations on SPD's ability to impose discipline or loss of pay. The contract also identifies exceptions to the statute of limitations, including instances when an employee under investigation conceals acts of misconduct. The proposed CBA expands this exception to include when anyone, not just the employee under investigation, knowingly concealed the misconduct.
6. Implementing Indefinite Suspensions	The current contract allows SPMA representatives to discuss with the Chief a potential indefinite suspension of one of its members. There has been a concern that this provision would preclude the implementation of a suspension, until such a meeting occurred. The proposed CBA clarifies that SPD may immediately impose indefinite suspensions for serious misconduct without first consulting the union. Any discussion with SPMA representatives can happen after the suspension has begun.

[4] Lieutenants can earn overtime. Captains can be compensated for extra work, when working outside of their normal assignments, through Flextime.

Issue	Proposed CBA
7. Referring criminal investigations to outside investigators	The current contract empowers the Chief of Police, solely, to decide whether a criminal investigation should be conducted by an outside law enforcement agency, and which outside agency will conduct the investigation. The proposed CBA allows the Chief and OPA Director to make these determinations jointly. If the Chief and OPA Director disagree, then the matter is referred to an outside agency for investigation. The Chief retains the right to determine which agency will conduct the investigation.
8. Implementing Accountability ORD 125315	The current contract allows the City to implement the Accountability Ordinance, but SPMA retains the right to bargain any unforeseen effects arising out of the implementation of the Ordinance. Seattle's accountability agencies have sought full, unfettered implementation of the Accountability Ordinance. The proposed CBA does not make any changes in this area, beyond those bargained in previous contracts and the proposed CBA, because state law requires bargaining of wages and working conditions.
9. Subordination Clause	The current contract contains a subordination clause that provides that if any provision conflicts with federal or state law or City Charter, then federal or state law or the Charter will prevail. Additionally, consistent with state law, the contract allows its terms to prevail over City ordinances, including the Accountability Ordinance. Given their interest in imposing the terms of the City's Accountability ordinance, the accountability agencies would like to require the contract's subordination clause specifically state that the contract does not override City ordinances. The proposed CBA does not make any changes in this area.

In addition to these shared goals, the CPC requested that the contract specify a requirement to use American Arbitration Association rules only to the extent that they do not hinder robust accountability; and the OIG requested a strengthened mediation and rapid adjudication process. Neither of these changes are addressed in the proposed CBA.

Other Changes

Increased civilianization of sworn functions*:* State labor law requires the City to bargain in good faith with SPMA before civilianizing duties that have historically and customarily been assigned to and performed by SPMA members. A unilateral decision to shift work away from a bargaining unit is generally found by PERC[5] to be an unfair labor practice, called "skimming," if the evidence shows the contested work has historically been performed by that bargaining unit. In the context of these constraints, the parties have negotiated the following provisions regarding civilianization:

Civilianization of Captain Functions

Subject to certain restrictions, including holding constant the number of sworn Captain positions at 23, the proposed CBA would allow the City to civilianize any function currently performed by a Captain. This change would allow SPD to civilianize sworn leadership in the technology and training units, among others.

Flextime Conversion

Captains who work certain City special events will receive compensation at the top-step hourly rate of pay, in lieu of flextime compensatory time. The fiscal impact of this change is addressed below.

Executive Leave Cashout

Police Captains may be ordered to work overtime and to be on standby, although they cannot receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain is granted 64 hours of non-cumulative paid Executive Leave per calendar year. The current contract allows Captains to cashout no more than 16 hours of Executive Leave per year. The proposed CBA would remove the cap on cashouts and allow a Captain to cashout Executive Leave once per quarter.

[5] The Public Employment Relations Commission (PERC) is a state agency responsible for managing labor relations and collective bargaining for public sector employees in Washington State. Its mission is to prevent or minimize disruptions to public services by providing impartial, timely, and expert resolution of labor-management disputes.

Fiscal Impacts

As noted above, the proposed CBA makes changes to officer wages and shifts Captain flextime into payable hours. The fiscal impacts for these changes are shown in Table 2 and discussed below.

Table 2. Fiscal impacts of proposed changes to officer wages and Captain flextime 2024 – 2027

		(Baseline)	**2024** (Year 1)	**2025** (Year 2)	**2026** (Year 3)	**2027** (Year 4)
Wages						
2024	Baseline	$20,938,772				
2024	13.8%		$23,828,323			
2025	4.0%			$24,781,456		
2026	4.0%				$25,772,714	
2027	3.0%					$26,545,895
Flextime Conversion				$83,766	$87,117	$89,730
Exec. Leave Cashout Max Cost				$132,111	$137,395	$141,517
Total		**$20,938,772**	**$23,828,323**	**$24,997,333**	**$25,997,226**	**$26,777,142**
Cost Over Baseline			$2,889,551	$4,058,561	$5,058,454	$5,838,370

The collective bargaining agreement provides for wage adjustments of 13.8 percent in 2024, 4 percent in 2025, 4 percent in 2026, and 3 percent in 2027. The flextime conversion for Captains is expected to cost $84,000 to $90,000 over the term of the contract. The Executive estimates that the aggregate wage costs to implement this CBA would be about $17.8 million above the baseline contract.

Sustainability

The City anticipated significant aspects of the compensation terms reflected in the proposed bill and has held financial reserves to address the costs of the contract through 2026. The Executive indicates that it will address spending needs for 2027 through the 2027-2028 Proposed Budget process.

Next Steps

The Proposed CBA has been voted on and approved by the membership of SPMA. Under Washington state labor law, the Council either must approve or reject the proposed CBA. Approval of the proposed CBA occurs if a simple majority of the Council votes to ratify it. The Council has no authority to change the version of the proposed CBA as bargained at the table, ratified by the union members, and submitted to Council for a vote.

CB 121132 will be introduced on December 2, 2025, and a final vote is expected at the full Council on December 9, 2025. If CB 121132 is approved by the Council, the Mayor would have authority to implement the proposed CBA with SPMA. The associated funding required for officer wage increases and backpay for 2024 and 2025 would need to be appropriated through separate legislation, which is expected to be transmitted to Council in 2026.

Please contact me if you have any questions. Thank you.

Attachments

1. City Interim Agreement with the Seattle Police Management Association – 2024-2027 SPMA CBA Comparison

cc: Ben Noble, Central Staff Director

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, ~~2020~~2024 through December 31, ~~2023~~2027

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT 1 3

ARTICLE 2 – ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS 2 4

ARTICLE 3 – EMPLOYMENT PRACTICES 4 6

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION 14 17

ARTICLE 5 – HOLIDAYS 15 18

ARTICLE 6 – VACATIONS 17 20

ARTICLE 7 – PENSIONS 19 22

ARTICLE 8 – HEALTH INSURANCE COVERAGE 20 23

ARTICLE 9 – SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE 21 24

ARTICLE 10 – MANAGEMENT RIGHTS 23 26

ARTICLE 11 – WORK STOPPAGES 24 27

ARTICLE 12 – SUBORDINATION OF AGREEMENT 25 28

ARTICLE 13 – SAVINGS CLAUSE 26 29

ARTICLE 14 – ENTIRE AGREEMENT 27 30

ARTICLE 15 – GRIEVANCE PROCEDURE 28 31

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS 36 38

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE 51 54

~~ARTICLE 18 – DURATION OF AGREEMENT ..... 52~~

APPENDIX A – SALARIES 54 55

APPENDIX B – MEMORANDUM OF UNDERSTANDING 57 60

APPENDIX C ~~– SPFML PILOT PROGRAM~~ ..... ~~61~~ 64

APPENDIX D~~ – LABOR-MANAGEMENT HEALTH CARE COMMITTEE MOA~~ ..... ~~63~~ 66

~~APPENDIX E – CURRENT MOA's INCORPORATED BY REFERENCE~~ ..... ~~68~~

~~APPENDIX F – WAPFML COALITION MOA~~ ..... ~~69~~

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

PREAMBLE

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. Both parties support a strong police accountability system that is fair, impartial and provides procedural justice for the community and officers.

ARTICLE 1 – ~~ARTICLE 1 -~~ RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-~~E-78~~E-78-314.

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.

1.3 The elected President of the Association or their 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.

1.4 The President of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 ~~1.4.1~~ Upon sufficient notification the Employer shall grant the President of the Association or their 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) workdays 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.

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ARTICLE 2 – ~~ARTICLE 2 -~~ ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 ~~2.1~~ The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular ~~initiation fee, regular~~ monthly dues, assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 ~~2.2~~ The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 ~~2.3~~ The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 ~~2.4~~ The City will provide the Association access to all persons newly ~~hired employees and/or persons~~ entering the bargaining unit within thirty (30) days of such ~~hire or~~ entry into the bargaining unit.

2.5 ~~2.5~~ The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

~~2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by an Association representative to all employees covered by a collective bargaining agreement.~~

2.5.1 ~~2.6.1~~ The individual Association meeting ~~and NEO~~ shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

~~2.7 At least five (5) business days before the date of the NEO, the City shall provide the Association with a list of names of the bargaining unit members attending the Orientation.~~

2.6 ~~2.8~~ New Employee and Change in Employee Status Notification: The City shall supply the Association with the following information on a monthly basis for ~~new employees~~all bargaining unit employees. Should the City miss a monthly notification, the Association will provide a reminder and opportunity to correct to the City before seeking a remedy under applicable law:

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2.6.1 ~~a)~~ Name

2.6.2 ~~b)~~ Home address

2.6.3 ~~c)~~ ~~Personal~~Work and personal phone

2.6.4 ~~d)~~ ~~Personal~~Work and personal email (if a member offers)

2.6.5 ~~e)~~ Job classification and title

2.6.6 ~~f)~~ Department and division

2.6.7 ~~g)~~ Work location

2.6.8 ~~h)~~ Date of hire

2.6.9 ~~i)~~ Hourly or salary (FLSA) status

2.6.10 ~~j)~~ Compensation rate

2.7 ~~2.9~~ Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.8 ~~2.10~~ The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.9 ~~2.11~~ Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.10 ~~2.12~~ The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.11 ~~2.13~~ The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

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ARTICLE 3 – ~~ARTICLE 3 -~~ EMPLOYMENT PRACTICES

3.1 ~~3.1~~ Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires and Reversions

3.2.1 ~~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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.2.2 Employees returning to the bargaining unit from the rank of Assistant Chief or Deputy Chief will have their time as a chief counted towards their step placement into their previous classification.

3.3 ~~3.3~~ Overtime~~,~~ and Executive Leave~~, and Flextime~~

3.3.1 ~~3.3.1~~ Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half hour meal 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 ~~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 hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

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3.3.3 Lieutenants working the four (4)/three (3) schedule shall receive ten hours' pay for their regularly scheduled ten-hour day, which includes a one-half hour meal period and therefore constitutes nine and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/three (3) schedule shall receive additional compensation for work in excess of ten 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 ten (10) in a day, excluding meal periods.

3.3.4 ~~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 4/2 schedule~~.

3.3.5 ~~3.3.4~~ All overtime, whether received as cash payment or as paid leave, is subject to supervisory approval. 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. There is no pyramiding of overtime or "stacking" of multiple overtime minimums. 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.

3.3.6 ~~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.

A. ~~3.3.5.1~~ While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The

parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

1. ~~1)~~ Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;

2. ~~2)~~ Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation. These are considered de-minimis. Specific employees who may respond to this type of notification as part of their assigned duties will be compensated per existing practice;

3. ~~3)~~ Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and

4. ~~4)~~ Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and a lieutenant is authorized to request overtime. There is a one-hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.7 ~~3.3.6~~ ~~Management~~Except as provided in Section 3.3.10, management employees of the rank of Police Captain 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 will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. ~~Such leave~~

B. Executive 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. The City will withhold from the Captain's final paycheck the value of Executive Leave used in excess of prorated accruals.

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C. Each Captain will have the option of cashing out ~~a maximum of~~Executive Leave no more than once per quarter. For purposes of cashouts, Captains will accrue sixteen (16) 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.~~at the start of each quarter; Executive Leave cannot be cashed out before it has accrued. Captains will allow one pay period for any cashout request.

3.3.8 ~~3.3.7~~ Employees promoted to the rank of Captain or returning to the rank of Captain from an executive level position 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.

3.3.9 ~~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~~Unused Executive Leave will be cashed out at the end of the calendar year in which it is ~~granted or else it will be lost~~accrued (as described in Section 3.3.7.2) or upon a Captain's separation or promotion.

~~3.3.9 Employees holding the permanent rank of Captain may earn and use Flextime. The accrual of Flextime is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation or leave for work related to the primary duty assignment.~~

3.3.10 ~~3.3.10~~ Captains will receive additional compensation at the Captain top-step hourly rate of pay (calculated by dividing the annual base salary by 2080 hours) for time worked when assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant ~~Large-scale Event will be eligible for accrual of Flextime leave~~Large-Scale Event. Significant ~~Large-scale~~Large-Scale Events include, but are not limited to, natural disasters or large crowd control events such as protests.

The additional compensation provided by this paragraph is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation for work related to the primary duty assignment. ~~3.3.11~~ Captains who have completed work ~~in~~at either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for ~~Flextime~~additional compensation with the appropriate justification to their supervisor. The supervisor (their Bureau Commander) will make a determination as to the appropriate ~~amount of Flextime~~number of additional

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hours to grant. Upon approval of the Bureau Commander, the Captain's timesheet will be updated to reflect the additional approved ~~Flextime earned. Hours awarded will be at straight time, not at time and a half.~~hours.

3.3.11 Lieutenants may not work overtime between when a suspension is imposed and when it has been fully served. The time from when a suspension is imposed until it begins shall not exceed seven (7) calendar days unless mutually agreed upon by the Department and the employee.

~~3.3.12 Flextime usage, and the approval of its use, will be governed in the same manner as vacation time.~~

~~3.3.13 There is a 200-hour cap on Flextime. There is no ability to cash out Flextime. (See Appendix B for information on the process for transitioning to the 200-hour cap.)~~

3.4 ~~3.4~~ ~~The~~Upon mutual agreement, 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 ~~3.5~~ On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

3.5.1 ~~A.~~ On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.

3.5.2 ~~B.~~ The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate

additional units as "on-going" it will provide notice to the Association and bargain the same upon request.

3.5.3 ~~C.~~ ~~In~~n the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.

3.5.4 ~~D.~~ Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

3.5.5 ~~E.~~ In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three employees.

3.6 ~~3.6~~ An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

3.7 ~~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 ~~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 ~~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, with the employee's permission, 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, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 ~~3.9.1~~ Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

3.10 ~~3.10~~ The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees in accordance with the terms set forth in the Municipal Code.

3.11 ~~3.11~~ 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.

3.12 ~~3.12~~ The Employer agrees to repair or replace clothes or equipment damaged in the line of duty.

3.13 ~~3.13~~ 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.

3.14 ~~3.14~~ Acting Positions

3.14.1 ~~A.~~ The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by a bargaining unit employee of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.

3.14.2 ~~B.~~ In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the operational needs of the Department. It is understood that in some cases, such as

where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees for the position in the event the special project arises again.

3.14.3 ~~C.~~ Acting Lieutenants

D. ~~1)~~ Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered "short-term" if they are less than 120 days. After that, the absence will be considered "long-term." The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant's absence. Acting lieutenants are not bargaining unit employees.

E. ~~2)~~ When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.14 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.

F. ~~3)~~ Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.

G. ~~4)~~ Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related

to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.

3.14.4 ~~D.~~ Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.

3.14.5 ~~E.~~ Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees to do such work to the extent possible.

3.15 ~~3.15~~ Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (i.e., headquarters or a precinct).

3.16 ~~3.16~~ Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

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

3.17 ~~3.17~~ 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.

3.18 ~~3.18~~ Assignments

3.18.1 ~~A.~~ The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from Lieutenants on positions that they have an interest in based either on career development or other factors.

3.18.2 ~~B.~~ The Department encourages each ~~Lieutenant~~employee to submit to their ~~Captain~~chain of command a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the ~~Lieutenant~~employee should include any other factor(s) that the ~~Lieutenant~~employee believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their ~~Captain~~chain of command, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.

3.18.3 ~~C.~~ Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection ("bid") process is administered by the Assistant Chief of Operations, or their designee:

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H. ~~i.~~ On March 1st, all current watch commanders and any lieutenant notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.

I. ~~ii.~~ The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.

3.18.4 ~~D.~~ The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs. Upon request of the Association, the Department will provide written explanation when a newly promoted lieutenant is placed in a non-patrol position.

3.18.5 ~~E.~~ Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.

3.18.6 ~~F.~~ Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon notification of an alleged violation, the parties will agree to toll any grievance timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.19 ~~3.19~~ Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

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3.20 ~~3.20~~ Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

3.20.1 ~~A.~~ Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.

3.20.2 ~~B.~~ After the event is concluded, request a JLMC to address the issue of PPE.

3.21 Night Duty Captains

3.21.1 Permanent Night Duty Captains. Captains assigned to one of up to three (3) permanent night duty captain positions will typically work from 1700-0300 on a 4/10 schedule. The workdays for the permanent positions will be established to best distribute coverage during the week. Night Duty Captains will have the option of adjusting their schedules, with advanced notice and approval from the Operations Bureau Assistant Chief, ensuring that coverage is maintained during the Night Duty shift.

3.21.2 After two (2) years in the Night Duty Captain assignment (absent hardship) the assigned captain and the department shall meet and confer regarding continuing the assignment. The assigned captain may then continue in the Night Duty Captain assignment if he/she and the Department mutually agree, or the Department will assign another captain to the Night Duty Captain position.

3.21.3 On-Call Night Duty Captain. Captains in a deployable status will be placed on a rotation calendar to perform the duties of the Night Duty Captain in the event that the permanently assigned Night Duty Captain(s) are absent between 1700-0300.

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J. "On call" status means available for contact via Department issued cell phone and available to respond in the event the captain makes a determination that an in-person response is warranted.

K. On-call Night Duty Captains are not required to be in an on-duty capacity but will screen incidents and make a determination as to whether an in-person response is warranted.

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ARTICLE 4 – ~~ARTICLE 4 –~~ SALARIES AND DEFERRED COMPENSATION

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

4.2 ~~4.2~~ The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

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ARTICLE 5 – ~~ARTICLE 5 -~~ HOLIDAYS

5.1 ~~5.1~~ Captains shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of one hundred and twelve (112) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 ~~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)
Juneteenth	(June 19th)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(2nd Monday in October)
Thanksgiving Day	(fourth Thursday in November)
(The day immediately following Thanksgiving Day)	
Christmas Day	(December 25)

5.3 ~~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 the employee's regular rate for said holiday time.

5.4 ~~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 ~~5.5~~ When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, the employee shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, the employee shall not be allowed

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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.

5.6 ~~5.6~~ The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

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~~ARTICLE 6 - VACATIONS~~

ARTICLE 6 – VACATIONS

6.1 ~~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 four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 ~~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 ~~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 ~~6.4~~ An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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6.5 ~~6.5~~ Employees may, with Employer approval, use accumulated vacation with pay.

6.6 ~~6.6~~ If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

6.7 ~~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 ~~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 ~~6.9~~ An employee who separates for any reason shall be paid in a lump sum for any unused vacation the employee has previously accrued.

6.10 ~~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 ~~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 the employee 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.

6.12 ~~6.12~~ Where an employee has exhausted their 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, or as otherwise provided by law or ordinance, employees must use all accrued vacation prior to beginning an approved unpaid leave of absence.

6.13 ~~6.13~~ 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.

6.14 ~~6.14~~ 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.

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6.15 ~~6.15~~ If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

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ARTICLE 7 – ~~ARTICLE 7 -~~ PENSIONS

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

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ARTICLE 8 – ~~ARTICLE 8 -~~ HEALTH INSURANCE COVERAGE

8.1 ~~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 ~~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 dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and medical, dental, and vision coverage, as established by the City.

8.3 ~~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.

8.4 ~~8.4~~ Effective January 1, 2020, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 2020 through 2023, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 ~~8.5~~ Bargaining unit employees may "buy up" to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to bargaining unit employees under this Agreement. Bargaining unit employees have the option of "buying up" to either the SPOG medical plan only, or "buying up" to the entire SPOG medical, dental and vision benefit package, at the individual's option, by paying the associated increase in premium costs.

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

9.1 ~~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 Seattle Municipal Code 4.24, Subchapter 1 as amended. Upon 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 death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

- ~~•~~ Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- ~~•~~ Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- ~~•~~ Accumulated sick leave hours above 800 shall be cashed out at 75%.

~~In order to be eligible to receive this benefit, an employee must give the City six months notice of retirement, and the date provided for retirement may only be changed by mutual agreement.~~

9.2 ~~9.2~~ 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~~nonoccupational disability leave, the Association will make available a ~~long-term~~long-term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

9.3 ~~9.3~~ 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~~employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Association in its capacity as the representative of the affected employees.

9.4 ~~9.4~~ The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 ~~9.4.1~~ 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, the parties will re-open the Agreement in order to find a mutually acceptable alternative.

9.4.2 ~~9.4.2~~ 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 employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

9.5 ~~9.5~~ 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.

9.5.1 ~~9.5.1~~ 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.

9.6 ~~9.6~~ 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 their 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.

9.7 ~~9.7.~~ During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

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ARTICLE 10 – ~~ARTICLE 10 -~~ MANAGEMENT RIGHTS

10.1 ~~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 ~~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:

10.2.1 ~~A.~~ To recruit, hire, assign, transfer, or promote employees;

10.2.2 ~~B.~~ To suspend, demote and/or discharge employees or take other disciplinary action with just cause;

10.2.3 ~~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;

10.2.4 ~~D.~~ To determine work schedules and the location of departmental headquarters and facilities; and

10.2.5 ~~E.~~ To control the departmental budget.

10.3 ~~10.3~~ The City further reserves the right to take whatever actions are necessary in emergencies in order to ~~assure~~ensure the proper functioning of the department.

10.4 ~~10.4~~ Promotions ~~-~~. Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 ~~10.5~~ Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the order of layoff, as provided under RCW 41.56.

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ARTICLE 11 – ~~ARTICLE 11 -~~ WORK STOPPAGES

11.1 ~~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 their assigned duties to the best of their 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 ~~11.2~~ The Employer shall not engage in lockout.

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ARTICLE 12 – ~~ARTICLE 12 -~~ SUBORDINATION OF AGREEMENT

12.1 ~~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 ~~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.

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ARTICLE 13 – ~~ARTICLE 13 -~~ SAVINGS CLAUSE

13.1 ~~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.

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ARTICLE 14 – ~~ARTICLE 14 -~~ ENTIRE AGREEMENT

14.1 ~~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.

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ARTICLE 15 – ~~ARTICLE 15 -~~ GRIEVANCE PROCEDURE

15.1 ~~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 grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 – Pensions, shall not be subject to the procedure delineated in this Article.

15.2 ~~15.2~~ A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. The Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance.

Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance procedure within fifteen (15) calendar days of receiving the City's Step 1

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response. The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources Director and the Bureau Chief. The Director of Labor Relations or their designee shall investigate the grievance. Either the Director of Labor Relations or their 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 their written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. ~~A.~~ Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

~~B.~~ Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 ~~15.3~~ Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as arbitrator.

15.4 ~~15.4~~ Referral to arbitration must be accompanied by the following information:

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15.4.1 ~~1.~~ Identification of the Section(s) of the Agreement allegedly violated.

15.4.2 ~~2.~~ Details or nature of the alleged violation.

15.4.3 ~~3.~~ Position of the party who is referring the grievance to arbitration.

15.4.4 ~~4.~~ Question(s) which the arbitrator is being asked to decide.

15.4.5 ~~5.~~ Remedy sought.

15.5 ~~15.5~~ In connection with any arbitration or Discipline Review proceeding held pursuant to this Agreement, it is understood as follows:

15.5.1 ~~A.~~ The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

15.5.2 ~~B.~~ The decision of the Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.

15.5.3 ~~C.~~ The cost of the Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.

15.5.4 ~~D.~~ The Arbitrator's/Neutral Examiner'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.

Any Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

15.5.5 ~~E.~~ 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.

15.6 ~~15.6~~ 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.

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15.7 ~~15.7~~ 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.

15.8 ~~15.8~~ 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~~thirty (~~15~~30) or less days prior to the initial filing of the grievance.

15.9 ~~15.9~~ If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.10 ~~15.10~~ 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.

15.11 ~~15.11~~ 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 Agreement shall subsequently be subject to the grievance procedure.

15.12 ~~15.12~~ 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.

15.13 ~~15.13~~ An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no

such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

15.14 ~~15.14~~ Discipline Review

15.14.1 ~~15.14.1~~ Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

15.14.2 The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a "new look" at the circumstances of a disciplinary investigation.

15.14.3 This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

15.14.4 ~~15.14.2~~ Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record ("IR"). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information ("Supplemental Submission") as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, or re-open the investigation. See Article 16.4 for specific details.

15.14.5 ~~15.14.3~~ Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA~~,~~ or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR~~,~~ and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief

shall issue a written decision (the "Decision"), unless the Chief decides to send the matter back to OPA for additional investigation.

15.14.6 ~~15.13.4~~ Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations, within fifteen (15) days of receipt of the Decision.

15.14.7 ~~15.14.5~~ Discipline Review.

L. ~~A.~~ Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

M. ~~B.~~ The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief's Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

N. ~~C.~~ There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and

2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

3. Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

O. ~~D.~~ Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties will use their best efforts to conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner.

P. ~~E.~~ In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

Q. ~~F.~~ If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is overturned and the Neutral Examiner will make other determinations as appropriate.

R. ~~G.~~ If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

S. ~~H.~~ The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

T. ~~I.~~ Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such that the public may review the process either in real-time or shortly thereafter.

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15.15 ~~15.15~~ In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

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ARTICLE 16 – ~~ARTICLE 16 –~~ INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS~~'~~' BILL OF RIGHTS

16.1 ~~16.1~~ 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 Articles 15 and 16; 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 the Discipline Review procedure as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, a bargaining unit employee retains the right to initiate a Discipline Review or PSCSC appeal of an investigative finding and/or any associated discipline.

16.2 ~~16.2~~ For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules and an "officer" shall be any member of the bargaining unit.

16.3 ~~16.3~~ 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 or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., an employee being investigated but not yet charged with a serious crime), 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. The Association will be notified when the Department intends to indefinitely suspend an employee in the bargaining unit. The Association has the right to request a meeting with the Chief to discuss the suspension.

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but the Department may proceed with the suspension while any requested meeting is scheduled. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of 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.

16.4 ~~16.4~~ Internal Investigations Procedures

16.4.1 ~~A.~~ The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee is investigated, the lead investigative function will be performed by any employee in OPA. All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.

16.4.2 ~~B.~~ The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or "front-line" investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven (7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation

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or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.

16.4.3 ~~C.~~ Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the investigation, unless within one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. mail sent to the employee's home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA's approval of the supervisory adjudication.

U. ~~1.~~ The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).

V. ~~2.~~ Additionally, the failure of an employee or Department witness, or their representative, to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee, Department witness, or representative took to participate.

W. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

X. ~~3.~~ Subject to the listed conditions, the OPA may request, and the Association will grant, an extension of the one-hundred eighty (180) day time limitation (so long as the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA that the witnesses are reasonably expected to become available (both physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.

Y. ~~4.~~ In the event that the OPA makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their designee. Failure to so respond shall result in the extension request being approved.

Z. ~~5.~~ When the OPA investigation is complete, the Investigative Record will be made available to the Association for the 30-day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180-day time

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period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180-day time period may be made consistent with 16.4 (C) (3) above, and the 180-day time period will not restart until the extension request has been resolved.

AA. ~~6.~~ The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure regarding the 180-day time period the OPA will notify the Association whenever the OPA Director believes the time period has been tolled.

16.4.4 ~~D.~~ Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.

16.4.5 ~~E.~~ When an employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, the interview notice will include:

BB. ~~1.~~ Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise them of the allegations of such complaint.

CC. ~~2.~~ The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview

16.4.6 ~~F.~~ Nothing in Section B or D shall function to limit the scope of the investigation. The named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a

separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.

16.4.7 ~~G.~~ When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents, that employee will be afforded their rights under the Police Officers' Bill of Rights by that City agent.

16.4.8 ~~H.~~ OPA Interviews

DD. ~~1.~~ The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.

EE. ~~2.~~ At least three (3) business days and no more than thirty (30) days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of their right to representation by the Association during the interview.

FF. ~~3.~~ Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.

GG. ~~4.~~ The Association will be allowed reasonable on-duty release time for a SPMA representative to provide representation requested by the employee during the questioning.

HH. ~~5.~~ Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

II. ~~6.~~ Any person in attendance at interviews shall be precluded from making recommendations or otherwise determining disciplinary outcomes for the employee.

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JJ. ~~7.~~ The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the OPA upon request. If an interview of a named employee is recorded by the OPA, the OPA shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.

16.4.9 ~~I.~~ Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:

KK. ~~1.~~ where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or

LL. ~~2.~~ where ~~the named employee concealed~~ acts of misconduct have been knowingly concealed, or

MM. ~~3.~~ dishonesty, or

NN. ~~4.~~ Type III force, as defined in the SPD policy manual or by applicable law

Any employee who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

16.4.10 ~~J.~~ OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint.

16.4.11 ~~K.~~ Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, Bureau Chief/Deputy Chief, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their designee may authorize access to others in their discretion only if those others are involved in (1) the

disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee that is not in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

16.4.12 ~~L.~~ The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.

16.4.13 ~~M.~~ An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access.

16.4.14 ~~N.~~ OPA closed investigative files will be retained for the duration of the City employment plus ~~six~~ten (10) years, or longer if any action related to that employee is ongoing.

16.4.15 ~~O.~~ Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

16.4.16 ~~P.~~ During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a "placeholder". The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association's discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information

arises between the Loudermill hearing and the Chief's decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief's decision.

16.5 ~~16.5~~ Criminal Investigations

16.5.1 ~~A.~~ In the event of a criminal investigation of a bargaining unit employee, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.

16.5.2 ~~B.~~ OPA will not conduct criminal investigations. While OPA will not direct the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA, simultaneous OPA and criminal investigations may be conducted. In the event the OPA is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details, such as witness interview scheduling or review of evidence.

16.5.3 In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA, with expertise in the type of criminal conduct alleged, to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of the administrative investigation. ~~The~~Either the OPA ~~may, at its discretion, recommend to~~Director or the Chief of Police ~~that~~may decide that a criminal investigation should be conducted by an outside law enforcement agency conduct a criminal investigation. If the OPA Director and the Chief of Police disagree, the matter will be referred to an outside law enforcement agency for investigation. The Chief of Police will determine which outside law enforcement agency will conduct the criminal investigation.

16.6 ~~16.6~~ Bill of Rights - The "Police Officers' Bill of Rights" spells out the minimum rights of an officer but where the language of the contract ~~or the past practices of the Department grant~~grants the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The

~~wide-ranging~~wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by the Seattle Police Department and/or OPA.

16.6.1 ~~16.6.1~~ Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee's Constitutional rights.

16.6.2 ~~16.6.2~~ Right to Representation - Before any interview commences or written statement is provided, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with a personal attorney or bargaining unit representative(s) before being interviewed or providing a statement.

16.6.3 ~~16.6.3~~ Interviewing ~~procedures~~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. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked "off the record." The employee being interviewed shall be entitled to such intermissions as the employee reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee. If an investigatory interview is conducted by videoconference, any recording made will be limited to audio recording.

16.6.4 ~~16.6.4~~ Intimidation of ~~employee prohibited~~ Employee Prohibited. No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should the employee refuse to resign, nor shall any employee be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an improper inducement to answer questions.

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16.6.5 ~~16.6.5~~ Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 ~~16.6.6~~ If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their due process hearing or to present any information during the due process hearing if the employee chooses to attend.

16.6.7 ~~16.6.7~~ When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their decision.

16.7 ~~16.7~~ Mediation – Alternative Resolution Process

16.7.1 ~~1.~~ The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

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16.7.2 ~~2.~~ For cases involving dissatisfaction with an interaction with an officer, at the time of issuing the Classification Report OPA will ask the officer whether they are willing to mediate the complaint.

16.7.3 ~~3.~~ Assuming the officer is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is being considered for mediation. Complaints may also be considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer have agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

OO. ~~1.~~ Voluntary process - Mediation will occur only if both the complainant and employee agree.

PP. ~~2.~~ The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

QQ. ~~3.~~ If the Mediator informs the OPA that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:

4. ~~a.~~ The officer actively listens to the perspective of the other party; and

5. ~~b.~~ The officer fully communicates their own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

RR. ~~4.~~ In the event the complainant changes their mind and does not participate in the mediation, or if an employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until it was returned to OPA for investigation.

SS. ~~5.~~ Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA

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whether or not the parties met and participated in good faith. Any resolution will be confidential.

TT. ~~6.~~ Time spent at the mediation shall be considered on-duty time.

UU. ~~7.~~ The panel of mediators will be jointly selected by the OPA and the Association. All costs of mediation shall be borne by the City.

VV. ~~8.~~ Multiple Named Officers - In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the complaint processed by OPA

16.8 ~~16.8~~ Rapid Adjudication Process

16.8.1 ~~A.~~ Rapid Adjudication ("RA") is an alternative complaint resolution process. RA may be initiated by the employee or OPA. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.

16.8.2 ~~B.~~ Employee Initiated.

Included with the classification report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where

a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.3 ~~C.~~ OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative and/or an SPMA attorney at any such meeting.

16.8.4 ~~D.~~ RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

16.8.5 ~~E.~~ In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

16.8.6 ~~F.~~ Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file~~,~~ but may be tracked by OPA/OIG for purposes of systemic review.

16.9 ~~16.9~~ EEO Investigations

16.9.1 ~~A.~~ Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.

16.9.2 ~~B.~~ EEO Investigations may be conducted by a member of the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle. With mutual agreement between the employee and the investigator, EEO interviews may occur remotely over video.

16.9.3 ~~C.~~ In all investigations, the officer has the right to Association representation at the investigative interview.

16.9.4 ~~D.~~ At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.

16.9.5 ~~E.~~ No discipline may result from an EEO investigation unless a written report is provided to the affected employee and the Association, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.

16.9.6 ~~F.~~ All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(G), 16.4(H), 16.6.2, 16.6.3 and 16.6.4.

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ARTICLE 17 – ~~ARTICLE 17 –~~ JOINT LABOR MANAGEMENT COMMITTEE

17.1 ~~17.1~~ There shall be a Police Department Joint Labor Management Committee 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 their 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 JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 ~~17.2~~ The JLMC 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 ~~17.3~~ The purpose of the JLMC 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 ~~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 ~~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.

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ARTICLE 18 – ~~ARTICLE 18 -~~ DURATION OF AGREEMENT

18.1 ~~18.1~~ ~~This~~Unless otherwise provided in this Agreement (such as retroactive wages), this Agreement shall become effective ~~on January 1, 2020 or~~ upon signing by both parties, ~~whichever is later,~~ and shall remain in effect through December 31, ~~2023~~2027. 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 ~~2023~~2027 as stipulated in RCW 41.56.440. ~~Notwithstanding an effective date of January 1, 2020, pay~~Pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

18.2 ~~18.2~~ 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.

18.3 ~~18.3~~ The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with ~~the~~ :

18.3.1 The adoption of amendments to Title 4 of the Seattle Municipal Code~~.~~; or

18.3.2 The adoption of a revised system for addressing performance or misconduct issues that do not involve allegations of serious misconduct.

18.4 In the event the average annual percentage increase in base wages in the Seattle Police Officers Guild collective bargaining agreement covering the years 2024-2026 (and any additional years in its term) exceeds four and one-half percent (4.5%), the Association may, at its election, reopen this Agreement for the sole purpose of renegotiating the 2027 base wage increase. The average annual percentage increase will be calculated by summing the annual percentage base wage increases and dividing the sum by the number of years covered by the Guild agreement's term. For example, if the Guild's agreement covers 2024-2027 with the following increases:

2024 4.5%

2025 5%

2026 3.25%

2027 2.5%

Total increase = 15.25%

Average annual percentage increase in base wages = 15.25% / 4 years = 3.81% per year

Changes in premium, specialty or assignment compensation will not be considered in

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calculating the annual average percentage wage increase. If this reopener clause is triggered, the 2027 base wage increase described in Appendix A, Section A.4 will be void. This reopener provision will expire if it is not triggered on or before November 1, 2026.

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~~Signed this ___ day of _____, 2022.~~

~~SEATTLE POLICE MANAGEMENT ASSOCIATION~~	~~THE CITY OF SEATTLE~~ ~~Executed under authority of Ordinance 126597~~
~~Scott Bachler, President~~	~~Bruce Harrell, Mayor~~
~~Brian Stampfl, Vice-President~~	~~Danielle Malcolm, Labor Relations~~

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APPENDIX A – SALARIES

A.1 Effective ~~December 25~~January 3, ~~2019~~2024, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~11,866~~ 15,490	~~12,350~~ 16,125	~~12,856~~ 16,770	~~13,371~~14,884
Captain	~~14,113~~ 18,416	~~14,683~~ 19,175	~~15,289~~ 19,943	~~15,901~~17,702

A.2 Effective January ~~6~~1, ~~2021~~2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~12,093~~ 16,110	~~12,583~~ 16,770	~~13,102~~ 17,441	~~13,625~~15,479
Captain	~~14,381~~ 19,152	~~14,962~~ 19,942	~~15,579~~ 20,741	~~16,204~~18,410

A.3 Effective ~~January 5~~December 31, ~~2022~~2025, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	~~12,576~~ 16,754	~~13,088~~ 17,441	~~13,625~~ 18,139	~~14,170~~16,098
Captain	~~14,957~~ 19,918	~~15,560~~ 20,740	~~16,202~~ 21,571	~~16,851~~19,146

A.4 Effective ~~January 4th, 2023, the base wage rates set forth in A.3 above shall be increased across-the-board by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index ("CPI") for June 2021 to June 2022 over the same index for June 2020 to June 2021; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless~~

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~~otherwise noted). The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~ December 30, 2026, the new monthly salary schedule shall be as follows:

Classification	Start	6 Months	18 Months	30 Months
Lieutenant	16,581	17,257	17,965	18,683
Captain	19,721	20,516	21,362	22,218

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

A.6 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with the following schedules:

Longevity		~~Effective 12/26/18~~
Completion of fifteen (15) years of service		6%
Completion of twenty (20) years of service		7%
Completion of twenty-five (25) years of service		12%
Completion of thirty (30) years of service		13%

A.7 The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: ~~5% (~~6% ~~first pay period after implementation)~~

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

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

B. ~~Effective the first pay period after implementation,~~ Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 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 the employee's 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.

~~A9~~A.9 Deferred Compensation.

~~1. Effective January 1, 2019, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 2% of the top step base salary of Police Lieutenant. Effective the first pay period following implementation, the City's total annual match of an employee's contribution to the City's voluntary deferred compensation program shall increase up to a maximum of 3% of the top step base salary of Police Lieutenant.~~

A. The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3% of the top step base salary of Police Lieutenant.

B. ~~2.~~ In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

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APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the ~~2020-2023~~2024-2027 collective bargaining agreement.

Accountability Legislation

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

Body Worn Video

Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 ("In-Car and Body-Worn Video").

It is understood that the Department will require some bargaining unit members to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City.

~~Effective the first pay period after ratification of this Agreement, and continuing through the remainder of 2022, an additional two percent (2%) of the base monthly salary held by an employee shall be paid to each employee required to wear BWV while on duty for the City. Effective December 25, 2019 through the date of ratification, any Watch Commander that regularly wore BWV while on duty shall receive the 2% premium for each pay period during which they were wearing the BWV. The parties will work together in good faith to determine eligibility for this pay. This 2% premium for wearing BWV shall terminate on January 3, 2023.~~

Civilianization

~~The Captain position currently assigned to the Communications Section may be replaced by a non-sworn manager. The City reserves the right to determine when and if this happens. The Association and incumbent captain will receive at least 30 days notice prior to the implementation of a civilianization decision. There is no current proposal or agreement to civilianize the lieutenant position currently assigned within the Communications Section. These civilianization understandings are not dependent on where the communications function is ultimately housed organizationally.~~
The City may civilianize work functions currently performed by Captains, subject to the following:

~~In the event the City seeks civilianization of any other bargaining unit position(s), it may re-open the Agreement and bargain with the SPMA pursuant to the requirements of RCW 41.56.~~

- The City will maintain a minimum of twenty-three (23) Captain positions.

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- The City will fill a vacant Captain position (up to the minimum staffing level above) within ninety (90) days of the position becoming vacant; provided the Captain promotional list has not been exhausted.

- No Captains will be demoted as a result of the City's civilianization of their work functions.

- Captains that are reassigned due the City's civilianization of functions they previously performed will be given an assignment with responsibility commensurate with the Captain rank.

- The City will give the Association at least sixty (60) days' notice of their intent to civilianize a captain position. Upon request by the Association, the parties will bargain the impacts of the City's decision.

- This agreement will resolve any issues associated with the civilianization of the leadership of the City's Relational Policing Section.

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~~Contract Effectiveness~~

~~Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.~~

~~EEO interviews~~

~~EEO interviews may occur remotely over video at the City's discretion while the Mayor's Executive Order COVID-19 Civil Emergency is in effect. After the expiration of this order, the parties may reopen on the issue of remote EEO interviews.~~

Flextime

~~Effective with this Agreement, Flextime will be capped at 200 hours, and will be controlled and managed by SPD.~~

Captains will have until December 31, 2027, to use remaining Flextime hours. Hours that have not been used as of December 31, 2027, will be forfeited.

~~Determination of Accruals:~~

~~Each Captain must affirm to SPD the amount of Flextime they have by providing a written statement as follows: "I affirm that I currently have _____ hours of Flextime." Failure to provide the affirmation will result in the Captain losing whatever Flextime accumulation they had. The mechanism for gathering this information shall be determined by the SPD HR Director and will be distributed shortly after the Agreement has been ratified by both parties.~~

~~For each Captain affirming more than 384 hours of Flextime, the Captain will be expected to establish proof of approval to go over the cap, as required in the underlying MOU.~~

~~Transition to New 200-hour Cap:~~

~~Captains will have eighteen (18) months from the point that Flextime balances appear in a Captain's timesheet balances to get to 200 or less hours of Flextime (the "Transition Period"). In order to avoid disputes regarding this timeline, the parties will agree on the initial date that Flextime balances are being electronically recorded, which will initiate the Transition Period. At the commencement of the Transition Period, each Captain will be given the opportunity to cash-out at 35% their accrued Flextime hours for those hours over 200 and up to 384 hours. This cash-out may be requested through a mechanism administered by the SPD HR Director. At the conclusion of the Transition Period, any remaining unused Flextime hours will be cashed out by the City at the rate of 25% for hours over 200 and up to 384 hours. Funds will be directed consistent with current City policy and IRS regulation.~~

~~If during the Determination of Accruals process it is established that a Captain has an approved over-the-cap balance, the City may notify the Association of its intent to bargain issues related to the reduction of the over-the-cap amount. Absent such notification, the Captain will have the remainder of the Transition Period to use (or lose) the over-the-cap amount.~~

~~Four Ten Schedule Re-Opener~~

~~In the event the City implements a 4x10 patrol schedule with SPOG, and desires to extend that schedule to potentially impacted SPMA members as well, this Agreement may be re-opened to bargain the hours and work schedule impacts of the change to a 4X10 patrol schedule.~~

Incentive Sick Leave Balances

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The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except ~~as provided below:~~

that incentive sick leave may ~~A. 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.~~

~~B. Incentive sick leave may~~ not be cashed out or applied to the payment of health care premiums.

Legislative Changes

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

Public Safety Civil Service Commission

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

Race and Social Justice Initiative

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

~~**Records Retention**~~

~~The City will request an Attorney General Opinion regarding revised RCW 43.101.135 (7)(b) in SB 5051. The question to be resolved is whether the legislation requires the retention of all officer misconduct investigations, or just those that result in sustained findings or discipline. If the AGO indicates that unsustained complaints are not the subject of the legislation, the Association may re-open the CBA on the issue of retention of not sustained investigative files (see Article 16.4 (N)).~~

Secondary Employment

The Association recognizes the City's ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit (e.g., workload for any employee involved in making or overseeing the assignments) and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

~~**Washington Paid Family and Medical Leave Act**~~

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~~The Parties agree that the existing Memorandum of Agreement between the City and the Coalition of City Unions concerning the implementation of the Washington Paid Family and Medical Leave Act (attached as Appendix F) will be incorporated into this Agreement. Association bargaining unit employees may utilize benefits outlined in SMC 4.26, 4.27, 4.29, and RCW 50A consistent with City policy and this Agreement.~~

Dated this _____ date of _____, ~~2022~~ 2025.

Seattle Police Management Association	**City of Seattle**
_____	_____
~~Scott Bachler~~James Britt, President,	Bruce Harrell, Mayor
_____	_____
~~Brian Stampfl~~ _____, Vice President	Danielle Malcolm, Labor Relations

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APPENDIX C

Employees receiving SPFML may use any of their accrued paid and/or granted leave ("Leave") to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called "supplemental leave pay~~"~~." Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

Supplemental Leave Pay Utilization Process

A~~)~~. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp ~~time, executive, etc.). Leaves eligible for top-off during the pilot will be consistent with those applicable to the Coalition. Flextime is not eligible for top-off.~~ time, executive, etc.).

B~~)~~. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department ("ESD").

C~~)~~. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or ~~retroactivity~~reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D~~)~~. The use of supplemental leave to "top-up" an employee's SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E~~)~~. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15~~-~~ minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

~~F) It is the employees' responsibility to calculate how much accrued and/or granted paid leave they need to use in order to supplement their SPFML benefit when entering and~~

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~~submitting their timesheets.~~

~~C)~~F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

~~H)~~G. It is the employee's responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the ~~SPFML.~~ SPFML.

~~I) The City will not be responsible for tracking whether employees have accrued the amount of Supplemental Leave they request at the time their SPFML leave is set to start.~~
~~J) The SPFML "top-up" program is a pilot, and the City and the Coalition of City Unions have developed a comprehensive review, analysis, and discussion system in order to assess the program (detailed in "K" below). The City agrees to notify the Association regarding the initial review meeting during Q2 2023, and the Association agrees to coordinate its participation through the Coalition. The City and Association will not conduct a separate review. Determinations about program viability and continuation will be made within the framework of the City/Coalition review and assessment, which is included below for reference.~~
~~K) Length and review of Pilot Program: This pilot program will take effect the first quarter of 2022 and continue through March 31, 2024, the end of the first quarter of 2024. The City and the Coalition of City Unions (the "Parties" for purposes of this subsection only) have agreed that after the first quarter of 2023, and no later than June 30, 2023, they will meet and review the supplemental leave pay usage data of the previous year, to review the cost and utilization of the program. After June 30, 2023, either party may cancel this pilot program with 30 days calendar days' written notice to the other party. The Parties agree that the purpose of this pilot phase is to ascertain utilization and costing data related to top-up for purposes of possible enhancements or expansion of the program, including but not limited to the possibility of the City providing some or all of the supplemental top-up funding at a future date. To that end, the parties agree to convene a labor-management on this subject no later than ninety (90) days prior to June 30, 2023, to review this data and negotiate potential changes to the program.~~

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APPENDIX D

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

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

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

I. CONTRACTUAL PROVISIONS

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

DEFINITIONS

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

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

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

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

III REQUIRED CITY CONTRIBUTION

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

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

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

IV. RATE STABILIZATION FUND

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

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V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

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

VI. COMMITTEE RESPONSIBILITIES

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

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

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VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

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

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

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

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

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

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

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~~IX. AMENDMENTS~~

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

X. DEFINITION OF THE TERM "AGREEMENT"

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

XI. TERM OF AGREEMENT

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

Signed this 1st day of May, 2007.

THE CITY OF SEATTLE

David Bracilano
Director of Labor Relations

Mark McDermott
Personnel Director

Dan Oliver
Seattle Police Management Association President

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APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- ~~1997 – LEOFF members reemployed as civilians~~
- 2001 – Administration of vacation for LEOFF II on disability leave
- ~~2009 – Executive Leave cash out for Captains~~
- 2006 – Implementation of assessment center process for promotion from lieutenant to captain
- 2009 – 2006 ~~pilot~~ – Pilot process for promotion from lieutenant to captain becomes permanent
- ~~2014 – Implementation of the Settlement Agreement and Memorandum of Understanding between the City and the Department of Justice (July 27, 2012)~~
- ~~2014 – Formation of the Community Police Commission~~
- ~~2014 – Access and confidentiality of the DOJ Monitor~~
- ~~2016 – Night Duty Commanders and Night Duty Commander Duty Rotation Calendar~~
- ~~2017 – Night Duty Commander Addendum~~

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~~APPENDIX F~~

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09/20/19

MEMORANDUM OF AGREEMENT

between the

City of Seattle and the

Coalition of City Unions

This is a Memorandum of Agreement ("Agreement") between the City of Seattle ("City) and the Coalition of City Unions ("Coalition") (collectively, "Parties"), concerning the implementation of Washington *Paid Family and Medical Leave Act* ("WAPFML[1]"), *RCW Title 50A* by the City of Seattle. In 2018 the citizens of Washington State voted to approve the creation of a paid family and medical leave program for employees in Washington state, with benefits effective January 1, 2020. WAPFML will be administered by the Washington Employment Security Department. The Parties recognize that there are continuing uncertainties in how to best implement WAPFML as it applies to City employees because the Washington state rulemaking process will not be completed before December 31, 2019. As a result of the lengthy rulemaking process, the Parties are unable to completely assess the impact of the law and rules on the City and its represented employees, and therefore:

The Parties agree to the following measures to reduce uncertainty and to address issues which may arise after the implementation of the paid family leave law:

1. ELIMINATION OF DRAWDOWN
   The City shall not require members of the Coalition of City Unions who execute this agreement, to reduce the balance of or "draw down" accrued vacation or accrued sick leave prior to receiving leave benefits provided for *in Seattle Municipal Code Chapter 4.27, Paid Parental Leave* or *Seattle Municipal Code 4.29, Paid Family Care Leave*.

2. EXPANDED DEFINITION OF FAMILY MEMBER FOR USE OF CITY LEAVE
   The City agrees that for bargaining units that have entered into this Agreement, it will expand the definition of family member to include the employee's sibling, the employee's grandparent, or the employee's grandchild for the purpose of eligibility for family and medical leave under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave* and *Seattle Municipal Code Chapter 4.29, Paid Family Care Leave*.

3. EMPLOYEE PORTION OF PREMIUM PAID FOR BY EMPLOYEES
   The Coalition of City Unions and each individual union therein, agree that Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an

[1] The City of Seattle refers to WAPFML as "State Paid Family and Medical Leave", or "SPFML."

City and CCU – MOA Washington Paid Family and Medical Leave Page 1 of 4

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employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4. PROTECTED LEAVE FOR THOSE INELIGIBLE FOR LEAVE UNDER SMC 4.26
An employee who does not meet the eligibility criteria required by Chapter 4.26 of the Seattle Municipal Code, but who otherwise qualifies for WAPFML, shall be eligible for an unpaid medical leave of absence. Such employee shall be afforded the same job protections and be subject to the same obligations under this medical leave of absence as though they were covered by this Chapter 4.26 of the Seattle Municipal Code.

5. CONCURRENCY OF LEAVE
Leave taken under RCW Title 50A shall be taken concurrently with the federal *Family and Medical Leave Act of 1993* and with unpaid leave taken under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave*.

6. AGREEMENT TO REOPEN INDIVIDUAL COLLECTIVE BARGAINING AGREEMENT(S) AFTER FINAL RULEMAKING COMPLETED
The Parties agree to reopen their respective Agreements for the purpose of addressing the impact of RCW Title 50A no later than September 30, 2020, after final rulemaking is completed, including but not limited to changes in the City's current paid leave program benefit, concurrency, "top off" and protected leave status which may arise as a result of final rulemaking from the State of Washington. After July 31, 2020, either Party may request to reopen the contract to address impacts of the law. The Parties further agree that they may reopen on this subject prior to July 31, 2020 by mutual agreement any time after the completion of the Washington state rule making has been completed.

SIGNED this 20th day of SEPTEMBER 2019.
Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE:

_____

Jana Sangy
Director of Labor Relations

_____

City and CCU – MOA Washington Paid Family and Medical Leave

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09/20/19

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C & 21Z

Ed Stemler, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant
City Prosecutors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks,
Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

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09/20/19

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289 & 79

City and CCU – MOA Washington Paid Family and Medical Leave

Page 4 of 4

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Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 9/24/2025 5:38:08 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4861-7010-1978/1/SPMA CBA 2020-2023 clean copy for signing.docx	
Modified DMS: nd://4907-4610-9754/6/SPMA 2024 to 2027 CBA DRAFT 2025-09-24.docx	
Changes:	
Add	533
~~Delete~~	516
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	8
Embedded Excel	0
Format changes	0
Total Changes:	1057

File #: CB 121133, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers' Guild; and ratifying and confirming certain prior acts.

WHEREAS, a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild expired on December 31, 2023; and

WHEREAS, employees represented by the Seattle Police Officers' Guild continued to work on condition that the subject of their wages, hours, benefits, and other conditions of employment continued to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City and the Seattle Police Officers' Guild; and

WHEREAS, The City of Seattle and the Seattle Police Officers' Guild also came to an agreement on Seattle Police recruiting and backgrounding processes being performed by non-SPOG members, and also the resolution of nine grievances relating to parking at Seattle Police Headquarters, and special event compensation, as memorialized in

the attached Memorandum of Understanding; and

WHEREAS, separate, future legislation, as required, will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the Seattle Police Officers' Guild, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City of Seattle and Seattle Police Officers' Guild."

Section 2. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a Memorandum of Understanding with the Seattle Police Officers' Guild, substantially in the form attached to this ordinance as Attachment 2 and identified as "Memorandum of Understanding Between the City of Seattle and The Seattle Police Officer's Guild."

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

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

_____

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Agreement By and Between the City of Seattle and Seattle Police Officers' Guild
Attachment 2 - Memorandum of Understanding Between the City of Seattle and the Seattle Police Officers' Guild

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2027

TABLE OF CONTENTS

Page

PREAMBLE iii

ARTICLE 1 RECOGNITION AND BARGAINING UNIT 1

ARTICLE 2 UNION MEMBERSHIP AND DUES 4

ARTICLE 3 DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS 5

ARTICLE 4 EMPLOYMENT PRACTICES 26

ARTICLE 5 HOURS OF WORK AND OVERTIME 31

ARTICLE 6 SALARIES 42

ARTICLE 7 DEPARTMENTAL WORK RULES 48

ARTICLE 8 HOLIDAYS 55

ARTICLE 9 VACATIONS 57

ARTICLE 10 PENSIONS 60

ARTICLE 11 MEDICAL COVERAGE 61

ARTICLE 12 DENTAL CARE 65

ARTICLE 13 SICK LEAVE AND LONG-TERM DISABILITY 66

ARTICLE 14 GRIEVANCE PROCEDURE 68

ARTICLE 15 MANAGEMENT RIGHTS 75

ARTICLE 16 PERFORMANCE OF DUTY 77

ARTICLE 17 RETENTION OF BENEFITS 78

ARTICLE 18 SUBORDINATION OF AGREEMENT 79

ARTICLE 19 SAVINGS CLAUSE 80

ARTICLE 20 ENTIRE AGREEMENT 81

ARTICLE 21 DURATION OF AGREEMENT 82

APPENDIX A BODY WORN VIDEO 85

APPENDIX B FALSE ARREST 86

APPENDIX C EQUIPMENT REQUIRED 87

APPENDIX D THE OFFICE OF POLICE ACCOUNTABILITY STAFFING……..…79

APPENDIX E ACCOUNTABILITY LEGISLATION 90

APPENDIX F INCORPORATED MOUS AND OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES 103

APPENDIX G MISCELLANEOUS 104

APPENDIX H CLASSIFICATION REPORT EXAMPLES 105

APPENDIX I CARE ALTERNATE CRISIS RESPONSE 106

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Wāshington (RCW) 41.26.520 (2).

1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.

B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.

C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

2.1 The Guild will be provided with a reasonable amount of time to meet with each new officer after they are sworn in by the Department and are in Post BLEA, typically within two weeks of being sworn.

2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

2.3 The City 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 Guild. The Guild will provide written notice to the City of those employees who have authorized dues deduction and any employee who has revoked their authorization. The City will implement new or changed dues authorizations no later than the second payroll period after receipt of written notice from the Guild. Dues deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. The City shall provide the Guild with a report twice monthly with the deductions made itemized by employee. The performance of this function is recognized as a service to the Guild by the City.

2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues deduction system, unless caused by the City's willful negligence.

2.5 The City shall provide the Guild with a "Union Employee Report" on a monthly basis. The completed categories of the "Union Employee Report" shall be those that exist in the January 2024 "Union Employee Report".

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS

3.1 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 Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.

3.3 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 or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, 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. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: 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.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

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

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, a member of the employee's chain of command, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.

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

F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the Mayor and City Council. In stating his/her reasons in writing for changing an

OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

A. Except in criminal investigations, no later than thirty (30) days after receipt of a complaint by OPA, OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; 2) if the complaint/case has been referred to the chain of command, notify the employee and the Guild; or 3) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) the procedures it intends to use in investigating the complaint (e.g., OPA investigation). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.

B. Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a verdict in criminal trial, whichever is later. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction, whichever is earlier.

C. The 180 Start Date begins on receipt/initiation of a complaint by the OPA.

D. For purposes of this section, receipt/initiation of a complaint by the OPA will also be deemed to have occurred:

1. On the date of an incident if (a) OPA personnel were present at the scene and reviewed incident video, participated in employee interviews or attended a FIT breakout session; or (b) if OIG personnel were present and subsequently filed a complaint arising out of the incident.

2. For incidents submitted to the Chain of Command in Blue Team (or its successor), the date on which the incident was forwarded to OPA by a supervisor.

3. The date detailed in Section 3.8.C.7 for cases of less than serious acts of misconduct that are handled by the chain of command.

Where the OPA has not opened an investigation after receiving a forwarded Blue Team entry, and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, a new 180 Start Date will be triggered on the date that the new material evidence of serious misconduct is received by the OPA.

E. Automatic Extension of the 180 Day Time Period - In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type III use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e., if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

F. Suspension of the 180 Day Time Period

1. If the OPA cannot immediately identify the employee who is the subject of the complaint, the OPA will provide the required notifications to the Guild. Once the OPA identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the 180 day time limit provided in this section shall be temporarily held in abeyance if sixty (60) days have elapsed without identification of the employee. The 180 day time limit will continue from the point where it was held in abeyance (i.e., at day 61)

when the OPA identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint and will be notified contemporaneously whenever the Department subsequently is able to identify the employee.

2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level.

3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.

G. 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.

2. The OPA may request an extension for reasons other than the

reasons listed above; however, any denial shall not be subject to subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.

3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.

4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

H. 180 Start Date Re-Calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.

2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of

Force in the same incident that was serious misconduct, which was not previously reported to OPA, then the recalculated 180 Start Date from the Bias/Pursuit incident will be applied to the Type I Use of Force.

I. 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 (see Article 3.12) by that City agency.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in- person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

J. Administrative Misconduct Interviews

1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.

2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be

provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.

4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. Persons in attendance at OPA interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.

7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if

requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.

K. Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) 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.

L. Unless pursuant to a court order or by operation of law, access to OPA files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, 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.

M. OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.

N. An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.

O. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect

to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in 3.6L. It is understood that an officer's personal identifying information shall be redacted from all records released to the extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of this Section 3.6.O.

P. OPA files shall be retained for the duration of City employment plus ten (10) years, or longer if any action related to that employee is ongoing.

3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

3.8 Supervisor Policy and Performance Review and Frontline Investigations - The parties recognize that OPA is responsible for reviewing/investigating allegations of serious misconduct, as defined by Policy 5.002 (Responsibilities of Employees Concerning Alleged Policy Violation). The employee's chain of command has

primary responsibility for resolving performance issues and allegations of minor policy violations that do not meet the definition of serious misconduct ("less than serious misconduct"). Allegations of less than serious misconduct may result in the employee's chain of command using either Supervisor Policy and Performance Review or a Frontline Investigation. At its discretion, OPA may defer, after review, allegations of serious misconduct to the employee's chain of command for handling in the same manner as a less than serious misconduct allegation. The Supervisor Policy and Performance Review and Frontline Investigation processes described below will become effective upon publication of corresponding revisions to the SPD manual. Such revisions to the processes described below and to Policy 5.002, and any future revisions to such, will be negotiated with the Guild prior to implementation.

A. Complaints Received/Initiated by OPA

1. Where allegations limited to less than serious misconduct are submitted directly to OPA, OPA will forward those allegations to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation, as determined by the chain of command.

2. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will not necessitate the review/investigation of the facts of the alleged less than serious misconduct, OPA will forward the allegations of less than serious misconduct to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation. However, where a performance issue or less than serious misconduct has been repeated despite being previously addressed through discipline or repeated counseling and retraining at the chain of command level, the chain of command may elect to return the matter to OPA.

3. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will necessitate the review/investigation of the facts related to the alleged less than serious misconduct, OPA will investigate all of the allegations. Once the investigation is completed, the investigation will be sent to the chain of command for the disposition of the less than serious misconduct allegations through a Supervisor Policy and Performance Review or discipline up to a written reprimand, as determined by the chain of command, via a Frontline Investigation.

B. Complaints Received/Initiated by the Chain of Command - When performance issues or allegations of less than serious misconduct are raised by the chain of command or are received by the chain from the community, sergeants are responsible for determining whether the appropriate response to the issue/incident involves a Supervisor Policy and Performance Review or a Frontline Investigation. In making their determination, sergeants will consider the type of conduct and whether the conduct has been repeated. In instances where the conduct is such that it may warrant a disciplinary response, the Frontline Investigation process will be used. Where performance issues or less than serious misconduct persist despite being previously addressed through discipline as the result of a Frontline Investigation, the issue will be referred to OPA for investigation.

C. Frontline Investigations

1. The Frontline Investigation will be handled by a supervisor who holds the permanent rank of Lieutenant or higher (the "Frontline Supervisor").

2. Upon opening a Frontline Investigation, the Frontline Supervisor will issue a Frontline Investigation Form (the "Form") to the named employee and the Guild. The Form will include or be accompanied by the information identified in Section 3.6A subsections (i), (iii), and (iv).

3. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. At least seventy-two (72) hours prior to an interview, the Frontline Supervisor shall provide notice to the employee being interviewed. The notice shall include all notice required by 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The Form shall be provided together with the notice of the interview, if the Form has not been previously provided to the employee. No employee may be interviewed until the employee has been provided the Form.

4. The Frontline Supervisor will audio record the employee's statement. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. If, during the course of the interview the Frontline Supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a less than serious policy violation suitable for a Frontline Investigation, the supervisor may continue the interview in the new area after providing

the employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the potential serious misconduct will be immediately referred to OPA.

6. If the Frontline Supervisor determines it is warranted, the Frontline Supervisor may impose discipline up to a written reprimand. The result(s) of a Frontline Investigation, which will include the findings on the alleged policy violations and, if sustained, a description of the conduct that is the basis for the finding, will be recorded in writing within the Department's Blue Team (or successor) system. The employee and the Guild will be notified of the entry into the Department system.

7. Except as provided above and Article 3.6.B, C, and K, during the Frontline Investigation the provisions of Section 3.6 related to OPA investigations shall not apply. All Frontline Investigations shall be subject to audit for systemic review by the OIG. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes a documented action to handle the complaint (e.g., an entry in the performance appraisal system ("PAS") or successor), less any time by which the investigation was delayed in order to obtain a Guild representative. Written notice of proposed discipline issued by a Frontline Supervisor will be treated as a proposed Disciplinary Action Report (see Section 3.5.F) for purposes of calculating the 180 day period to investigate less than serious misconduct (see Section 3.6.B).

D. Supervisor Policy and Performance Review

1. Less than serious policy violations addressed via a Supervisor Policy and Performance Review will not result in discipline.

2. The employee's immediate supervisor will conduct an informal investigation. If the supervisor needs to discuss the alleged less than serious policy violation with the employee, the immediate supervisor shall notify the employee that discipline cannot result from the conversation.

3. If the supervisor determines that a complaint is not sustained or does not require further action (e.g., because it does not involve an alleged policy violation), that conclusion will be documented in the Department's Supervisor Engagement Tracking System. If the supervisor counsels and/or reviews a policy with the employee, the date of the discussion and the policy reviewed will be documented in PAS.

4. All Supervisor Policy and Performance Review shall be subject to audit for systemic review by the OIG.

5. If the supervisor becomes aware of potential misconduct that is potentially

serious misconduct, the Supervisor Policy and Performance Review will cease, and the potentially serious misconduct will be immediately referred to OPA.

3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

A. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.

C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation. Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee's complaint history.

3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer's complaint history. Good faith means:

   a. The officer actively listens to the perspective of the other party; and
   b. The officer fully communicates his/her own position and engages in the discussion.

   Good faith does not require the officer to agree to any particular resolution of a complaint.

5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.

6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.

7. Time spent at the mediation shall be considered on-duty time.

8. The panel of mediators will be jointly selected by the OPA and the Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

A. Rapid Adjudication may be initiated by the employee or OPA, as set forth below. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.

B. 1. Employee Initiated.

   Included with the classification report will be information about the Rapid Adjudication process. Within fourteen (14) calendar days of receiving the classification report, the employee may request Rapid Adjudication by submitting a written request to OPA. The OPA (in consultation with the Chief or designee) will have twenty-one (21)

calendar days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the Guild and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than twenty-seven (27) hours. The employee shall have fourteen (14) calendar days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline resumed at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee and the Guild explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within fourteen (14) calendar days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of

discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

3. Rapid Adjudication Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute Rapid Adjudication if requested by the employee. An employee may request Rapid Adjudication at any time during an investigation by submitting a written request to OPA. Any such request will toll the 180-day timeline starting on the date the employee's written request is received by OPA. OPA (in consultation with the Chief or designee) shall respond to the request within fourteen (14) calendar days of receiving the request with notification of either a denial of the request or an Acceptance Notice to the employee and the Guild. If an Acceptance Notice is provided, the procedures outlined above shall apply. If the employee's request is denied, the investigation and the 180-day timeline will resume on the date of the denial.

C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater

rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.

B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:

1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and

2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police Officers' Guild representative present at the interview should you choose."

C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:

1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences, including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.

2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the

investigation dictate otherwise.

3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.

4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.

5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.

7. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.

B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.

C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.

D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.

4.2 Personnel Files

A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.

B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) 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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

4.4 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

4.5 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.

4.6 In-Service Training

A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:

1. Diversity and Ethics Training.
2. Emergency Vehicle Operation.
3. Defensive Tactics.
4. New technology.

Those topics that are not subjects of training in one year shall be subjects in the following year.

B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.

C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).

D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her Chain of Command. The Department will have sixty (60) days to remedy the situation.

E. Members shall be required to report in writing any approved training course they take.

4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars ($20.00) a month for parking during working hours only, or twenty-five dollars ($25.00) a month for parking during working hours and all other hours.

4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 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 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.

4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.

A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.

C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at JLMC meetings in the absence of regular members.

4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.

4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.

4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.

4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.

4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.

4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on- duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

4.13 Meal Reimbursement - The reimbursement rate for meals that are reimbursed pursuant to City and Department policies and practices will be the rate established by the federal government. Employees will not be required to submit receipts for meals and may retain the unspent portion of an advance provided for meals.

ARTICLE 5 - HOURS OF WORK, OVERTIME, AND SPECIAL EVENTS

5.1 Hours of Duty – The normal work schedule for all employees subject to this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. All shifts will include one (1) or more paid meal periods. Each unit will have one of the assigned normal work schedules below. Employees will be assigned a normal work schedule consistent with their assigned unit. Unless otherwise provided in this Agreement (e.g., Section 5.3), the normal work schedule assignments in place for each unit on the effective date of this Agreement will not be changed except through the bargaining process required by RCW 41.56

5.1.1 4/10 Schedule - Four (4) consecutive ten- (10) hour days followed by three (3) days off. All personnel working a 4/10 schedule will have a twenty-eight- (28) day FLSA work period.

A. Rotating Patrol Schedule. For officers assigned to the rotating patrol schedule, the watch hours for the 4/10 schedule will be:

1st shift watch – 0400 to 1400

2nd shift watch – 1100 to 2100

3rd shift watch – 1900 to 0500

The days of work for the 4/10 rotating patrol schedule will be:

Precinct	Schedule Position 1	Schedule Position 2
North	Saturday, Sunday, Monday, ***Tuesday***	***Tuesday***, Wednesday, Thursday, Friday
South/Southwest	Friday, Saturday, Sunday, ***Monday***	***Monday,*** Tuesday, Wednesday, Thursday
East	***Thursday***, Friday, Saturday, Sunday	Monday, Tuesday, Wednesday, ***Thursday***
West	***Friday***, Saturday, Sunday, Monday	Tuesday, Wednesday, Thursday, ***Friday***

*The day listed is the day 3rd Watch starts their shift. Overlap days are in italics and bold.

All officers and sergeants on the 4/10 rotating patrol schedule will rotate from Schedule Position 1 to Schedule Position 2 or from Schedule Position 2 to Schedule Position 1 every four (4) months. Calculation of the four- (4) month rotation will start on February 15th, 2023, and rotate on a schedule of sixteen (16) weeks, twenty (20) weeks, sixteen (16) weeks (repeating). This will ensure that the rotations always occur in February, June, and October. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

B. Non-Rotating 4/10 Schedules. The days of week and shift hours for units assigned to a 4/10 schedule other than the rotating patrol schedule vary from the schedule described in Paragraph A above. The schedule patterns are: paired Monday-Thursday/Tuesday-Friday workdays; paired Sunday-Wednesday/Wednesday-Saturday workdays; or Tuesday-Saturday workdays. A unit on the non-rotating 4/10 shall have one of the schedule patterns. Employees will be assigned to one side of the paired schedule and do not rotate to the other side. If required by their assignment, employees working non-rotating schedules shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.2 9/80 Schedule. A combination of eight (8) nine- (9) hour days and one eight- (8) hour day on duty that results in eighty (80) scheduled work hours during a fourteen- (14) day period. All personnel working a 9/80 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.3 4/2 Schedule. Four (4) consecutive nine- (9) hour days followed by two (2) days off. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. All personnel working a 4/2 schedule will have a twenty-four- (24)-day FLSA work period.

5.1.4 24-Hour. One (1) twenty-four- (24) hour day, followed by one (1) day off, followed by one (1) twenty-four- (24) hour day followed by five (5) days off. All personnel working a 24-hour schedule will have a twenty-four- (24)-day FLSA work period. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.5 5/2 Schedule. Five (5) consecutive eight- (8) hour days on duty followed by two

(2) days off. Personnel not otherwise assigned to an alternate schedule in the paragraphs above will work the 5/2 schedule. All personnel working a 5/2 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.6 Circle Furlough. Subject to administrative approval, an employee may elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

5.1.7 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.

5.1.8 In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign officers who are not assigned to the rotating patrol schedule or assigned through their unit (e.g., Traffic, SWAT) if more staffing is required; before, finally, assigning overtime to additional officers working the rotating patrol schedule.. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.

5.1.9 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.

5.2 Process for Staffing Special Events - The parties agree that the practice of "red dot days" that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.

B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the

cancellation of scheduled furloughs.

C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and Seafair, as provided at section 5.1.2 of this Agreement.

D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours' notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days' notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

5.3 Premium for Volunteers for Special Events

A. The determination of the staffing needed for each special event has been made by the Department through its Seattle Police Operations Center ("SPOC"). This consideration takes into account a variety of factors, including without limitation the size and location of the event, the extent to which the event is anticipated to require the skills of commissioned officers as opposed to other non-commissioned employees, any unique circumstances regarding the event that present unique safety issues for officers and/or the community, and the availability of commissioned officers. The parties also recognize i) the need to ensure sufficient staffing for other work that requires the expertise and training of commissioned officers; ii) the value of expanding the pool of officers willing to volunteer for special event work in order to minimize drafting; and iii) the value of creating an incentive for current officers to continue their work at the City.

B. The Department, acting through SPOC, will determine both the number of City personnel needed at the special event and the appropriate mix of

commissioned and/or non-commissioned City personnel to staff the event. Once a determination as to how many commissioned officers and sergeants are needed, the Department will request volunteers from the Guild bargaining unit to fill that pre-determined number of commissioned positions needed for the event. While the ultimate staffing determination will be made by the Department, the parties will establish a quarterly meeting to discuss any problems or concerns related to special event staffing. Specific suggestions made by the Guild will be considered in good faith by the Department.

C. Once the staffing plan for a special event is set, the Department will put out the volunteer opportunities to fully commissioned personnel as described below. Employees who volunteer during the volunteer period and who are selected to work the special event will be paid a special event premium for working the special event. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked. For special events that occur between January 2, 2024, and the beginning of the first pay period following full ratification of this Agreement, the special event premium will be $225. For special events that occur on or after the beginning of the first pay period following full ratification, the special event premium will be $250.

1. Events with more than 60 days' notice, the volunteer period will be open until at least 45 days before the event.

2. Events with between 60 and 45 days' notice, the volunteer period will be open for at least one week.

3. Events with less than 45 days' notice or if there are unanticipated changes to a pre-planned event that require significant additional staff, the Department will determine whether to have a volunteer period and the duration of the volunteer period; provided that the Department will not unreasonably refuse to permit a volunteer period to avoid the special event premium.

D. If the fully-commissioned positions in the special event staffing plan are not filled by volunteers from the Guild bargaining unit, each position may be filled by either limited-commission/non-commissioned City personnel or, where necessary, the Department may draft Guild bargaining unit members. The determination to use limited-commission/non-commissioned personnel or uniformed police officers for each of the remaining positions shall be made

by the Department.

E. For closed (not open to the public) corporate events or commercial/media/film events, employees may volunteer for overtime at 1.5 times their regular hourly rate of pay but will not receive a special event premium. The timeline for volunteering for such events will be determined by the Department following consultation with the Guild. If there are insufficient volunteers, fully-commissioned personnel positions may be contracted out to a third-party uniformed police officer provider.

5.4 Alternative Shifts – The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.

5.5 Overtime - Except as otherwise provided in this Article, employees shall be paid at the rate of time and one-half (1 1/2) for: all hours worked in excess of the employee's regularly scheduled daily work hours (e.g., 8 hours for employees working a 5/2 Schedule, 9 or 8 hours as applicable for employees working a 9/80, 10 hours for employees working a 4/10 Schedule, etc.); and all hours worked on a scheduled furlough day.

A. Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

B. The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

C. An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

5.6 Directed Overtime - Employees will receive overtime compensation for all hours worked outside of their assigned normal work schedule if directed to do so by the Employer. For purposes of this Section, if an employee's schedule is adjusted with adequate notice as permitted by this Agreement (see, e.g., Section 7.3), the adjusted work schedule will be treated as their normal work schedule.

5.7 Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly

scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

5.8 Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.

B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.

C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.

D. Officers subpoenaed for telephonic/video court appearances during off-duty hours shall receive a minimum of two (2) hours overtime at time and one-half their regular rate of pay for such actual appearances, except for telephonic/video appearances that fit within the definition of shift extension for court. Such shift extensions shall be governed by Section 5.7.A. If an officer travels to a Department facility to make the telephonic/video appearance, the officer shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay.

E. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay

at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

F. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.9 Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.10 Compensatory Time

A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.

B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.

C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next payday.

D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).

E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.11 On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this Section 5.10.

A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.

B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.

C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.

D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.12 Call back from Vacation

A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day, or being paid the greater of the minimum call back payment (three (3) hours at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.13 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.14 Off-duty Employment and Return to Duty

A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or

2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or

to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Retroactive to January 3, 2024, the base wage rates, which include an across-the-board increase of 6.0%, for the classifications covered by this Agreement shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$9,182	$9,847	$10,295	$10,689	$11,226	$12,023
Police Sergeant	$12,374	$12,909	$13,834			

B. Retroactive to January 1, 2025, the base wage rates, which include an across-the-board increase of 4.1% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$9,558	$10,251	$10,717	$11,127	$11,686	$12,516
Police Sergeant	$12,881	$13,438	$14,401			

C. Effective December 31, 2025, the base wage rates, which include an across-the-board increase of 2.7% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$9,816	$10,528	$11,006	$11,427	$12,002	$12,854
Police Sergeant	$13,229	$13,801	$14,790			

D. Effective December 30, 2026, the base wage rates for the classifications covered by this Agreement will be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W (June 2025 – June 2026) with a minimum increase of 3% and a maximum increase of 4%.

6.2 The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 4.0% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of 4.0%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

6.3 The City may hire employees, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step five, depending upon prior experience.

6.4 Assignment Premiums - Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

Assignment	Percentage
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%
Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%
Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%

Canine Officer, while assigned from any classification in Section 6.1	3%
SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the Harbor Unit, CRG, ART, CRT, the D.W.I. Squad and A.M./P.M. Enforcement Squads.

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as specified in Section 6.1. There will be no pyramiding of assignment pays.

6.5 Longevity Premiums. Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Longevity	Percentage

Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Harbor unit, SWAT, Canine units, Traffic, Motorcycles, GVR, CRG, CRT and ART units), and those Sergeants assigned to OPA, will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:

Longevity	Percentage
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%
Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%

Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.6 Body Worn Video (BWV) Pay - An additional two percent (2%) of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

6.7 Education Premiums - The education premiums below will be effective December 31, 2025. Percentage salary premiums are based upon the top pay step of the classification currently held by the employee receiving the premium. Employees will begin receiving the appropriate premium in the first payroll period after they provide written notification to the City establishing that they have received one of the degrees below from an accredited institution of higher education:

A. Associate's degree in criminal justice, criminology, law enforcement, forensic science or a related field if approved by the Chief of Police – 1.5%

B. Bachelor's degree – 4%

6.8 Multilingual Premium Pay - Effective December 31, 2025, employees who are fluent in a language other than English will receive a multilingual premium of 1.5% the top pay step of the classification currently held by the employee receiving the premium. To receive a multilingual premium, employees must demonstrate fluency in an additional language by passing a language proficiency evaluation selected or approved by the City. The Department will pay the cost of the evaluation. Multilingual employees who successfully completed the language verification process during the hiring process will receive the premium; provided the Department may require employees who have not passed a language proficiency

evaluation within four (4) years to be reevaluated and pass the evaluation again to continue receiving the premium. Employees receiving a bilingual premium may be redirected to other sworn duties during their work hours to provide translator assistance to others.

6.9 Acting Sergeant Promotional Step Placement - Upon promotion to sergeant an individual who has previously served as an acting sergeant will be given credit, for sergeant step placement purposes, for all of their time served in any acting sergeant assignments worked within twenty-four (24) months prior to promotion. For purposes of calculating time served, all regular assignments shall be counted, except for paid leave that creates an interruption in the acting sergeant assignment for more than fourteen (14) calendar days. Once the hours are counted for which the employee shall be given credit, those hours are used to modify the step placement and step progression schedule for an Officer promoted to Sergeant. One thousand forty-four (1044) hours (six (6) months) is needed for progression to Step 2, and an additional two thousand eighty-eight (2088) hours (one (1) year) for each subsequent step progression. All hours remaining after the meeting the step progression thresholds shall be converted to days using the following formula: employee's hours divided by 5.72 (2088 hours divided by 365 days). The employee's remaining credited days shall then be subtracted from the next step progression date. These calculations are unique to the application of giving credit for acting time and are not intended to alter any other provisions of this Agreement.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid $500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid $550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to $500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, Intelligence, Proactive Teams, and GVR), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section 7.3.B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.

B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.

C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.

D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.

E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.

F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.

G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.4.5 Challenges to Transfer Characterization - If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the contract grievance procedure in Article 14.

7.5 Firearms Required/Qualifications

A. No employee shall be required to work without a firearm except as provided below:

1. The Employer may require an employee to work for up to ten (10) days

without a firearm in a position that does not require dealing with the public in person.

2. Within that ten (10) day period the officer will receive a psychological evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the

reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.

7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.

7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.

7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. 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.

7.13 Performance Appraisals

A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.

B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review

by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

8.1 Employees covered by this Agreement shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of 112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.

8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.

8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(second Monday in October)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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 straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.

8.5 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 Guild from contesting the legality of such practice.

8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid 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.

9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

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

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

9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

9.7 "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.

9.8 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 department head.

9.9 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.

9.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

9.12 Where a LEOFF II 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 or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.

9.13 The Chief of Police shall arrange vacation time for employees on such schedules

as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

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

ARTICLE 11 - MEDICAL COVERAGE

11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.

11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.

11.3 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 care program, as established by the City, for eligible employees and their eligible dependents.

11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medial care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.

11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth in Article 14 of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).

11.6 The City shall pay ninety-five percent (95%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining five percent (5%) of the monthly premium cost.

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ninety-five percent (95%) of the additional cost for providing the vision care benefit

under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years 2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.

11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the 2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.

11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier-provided benefits, provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.

11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with Section 11.8 of this Agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.

11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

11.14 Retiree Medical Trust Contribution

A. The Guild has established participation in a retiree medical plan administered by the PORAC Retiree Medical Trust ('RMT") and has established its own Benefit Trust, which funds contributions to the RMT. The City is not a party to the Guild Trust or RMT and has no obligations for the management, regulatory compliance, benefit payments, or performance of either trust.

B. Employer Contributions. The contributions below will be made by the City to

the Guild's Benefit Trust, which will be responsible for making contributions to the RMT on behalf of eligible employees.

1. Beginning with the paycheck that includes the first day in the month following full ratification of this Agreement, the Employer will contribute $100 per officer per month on behalf of each employee.

2. The Employer will make a one-time contribution of $1000 on behalf of each employee in the bargaining unit on the date this Agreement is fully ratified. The contribution will be processed as part of the payroll process for the first pay period following ratification of the Agreement.

C. Reporting Information. The City shall provide to the Guild the same reporting information for contributions pursuant to this Section as it provides for employee payroll deductions made pursuant to the parties' August 5, 2025, Memorandum of Agreement regarding RMT payroll deductions.

D. Exclusive Purpose of Contributions. The Employer's contributions described in this Section shall be used for the sole purpose of funding the RMT, to be used only to pay for retiree health insurance premiums or other health care expenses as allowed by law under the terms of the RMT.

E. Indemnification. The Employer's sole responsibility shall be the contributions and reports described in this Section. The Employer has no responsibility for the tax or other consequences of any contributions to the RMT made by or on behalf of any employee. The Guild represents and warrants that the RMT, the Medical Expense Reimbursement Plan for the PORAC Retiree Medical Trust, and SPOG's Benefit Trust (and any contributions thereunder) comply in form and operation with all applicable laws, including without limitation the Internal Revenue Code and the Employee Retirement Income Security Act. The Guild agrees to hold harmless, defend, and indemnify the Employer and all of its employees and agents, for all taxes, penalties, costs and expenses (including attorney's fees), and damages of any other kind resulting from or arising in connection with participation by employees in the RMT outside of the Employer's responsibilities.

ARTICLE 12 - DENTAL CARE

12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.

12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be two thousand five hundred dollars ($2,500).

12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of $3,000 in benefits for each eligible individual. For example, if the orthodontic bill is $1,400, the dental program will pay $700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.

13.2 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 and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, 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. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.

13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.

13.4 Sick Leave Incentive - Through December 31, 2025, 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. Effective January 1, 2026, the incentive sick leave program will be terminated and no further incentive sick will be earned or accrued; however, employees may still use their previously accrued leave.

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 year;

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 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 13.2 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. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.

H. Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

13.5 Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 (as of September 1, 2025) to be eligible for the benefit amount provided in SMC 4.44.020 (as of September 1, 2025), which exceeds the rate required to be paid by State law.

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

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Any dispute between the Employer and the Guild 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. For purposes of processing, grievances will be categorized in two ways: "Discipline Grievances" and "Contract Grievances".

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of "Discipline grievance" including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service 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 grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. 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 Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter

make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall 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.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

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

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, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.

C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline

Grievances, any employee who attends a Discipline Grievance as a witness during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

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 4 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 to this Agreement.

F. Selection of Arbitrators. For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the "List"). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:

1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.

2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.

3. The parties will continue sequentially down the List for all future arbitrations.

4. Within two (2) months of the date of full ratification of this Agreement, the parties will complete the process of preparing a new List. The List will remain in effect until a new collective bargaining agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. In the event either party seeks to modify the selection process in negotiations for the 2028 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.

14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.

14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.

14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.

14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.

14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

14.8 Employees covered by this Agreement 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 may subsequently be addressed through the grievance procedure.

14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of 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 of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

15.4 Subject to the provisions of this Agreement, the Employer reserves the right:

A. To recruit, hire, assign, transfer or promote members to positions within the department;

B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;

C. To determine methods, means, and personnel necessary for departmental operations;

D. To control the departmental budget;

E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and

G. To manage and operate its Departments except as may be limited by provisions of this Agreement.

15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

16.1 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 during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law and State Law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law and State Law are paramount and shall prevail.

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

ARTICLE 19 - SAVINGS CLAUSE

19.1 If any Article of this Agreement or any Addendum hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

20.2 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 Employer and the Guild 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 referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2027. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 2027 (as stipulated in R.C.W. 41.56.440).

21.2 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 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.

21.3 Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

21.4 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.

21.5 This Agreement will be reopened for the purposes of incorporating any changes awarded through an interest arbitration process during its term.

21.6 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.

21.7 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.

21.8 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

21.9 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal process for

review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this_____day of_____2025.

SEATTLE POLICE OFFICERS' GUILD

_____
President

_____
Vice President

_____
Secretary/Treasurer

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance_____.

_____
Mayor

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.

2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.

B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.

C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - THE OFFICE OF POLICE ACCOUNTABILITY STAFFING

The parties agree as follows:

1. The City may supplement the existing investigator positions with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.

2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case. In the event that a civilian investigator is also assigned to the case, the sworn investigator will be the lead or co-lead for the investigation.

3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.

4. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

5. The OPA Director shall have authority to recommend to the Chief of Police the selection and transfer of OPA personnel. As the Appointing Authority of the Department, the Chief of Police shall make the final decision.

6. Provisions within the Agreement regarding transfers shall continue to apply to all transfers to and from OPA.

7. The duration of an OPA assignment is generally two (2) – three (3) years and is at the discretion of the Chief, in consultation with the OPA Director.

8. When transferring a sergeant from OPA, the Chief will give substantial consideration to the sergeant's input into their next assignment.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the "Ordinance" in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the "Agreement" or "CBA") between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:

   A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.

   B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties' agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.

   C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.

4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.

5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.

6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.

7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.

8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.

9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.

11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.

12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight
B. "…Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct…"

The parties agree that the reference to "making findings related to complaints of misconduct" is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority
G. OPA's jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence
C. Only the OPA Director or the OPA Director's designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – *The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members*.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD "in good standing," and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC's authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the C P C must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article 3.6K of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article 3.6K "where the named employee conceals acts of misconduct" includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes
A (9) The City Attorney's Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney's Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention
F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not "in good standing," SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve "ongoing practices or processes" under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been "eliminated", the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes

A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction

A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
August 2008	AVL System
August 2008	TRU/COMM
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation
December 2023	Special Event Premium, Dual Dispatch Pilot and Park Rangers
December 2023	Special Event Staffing Pilot
June 2024	Use of Non-Sworn Police Department Personnel
Various Dates	Various Work Schedule Agreements
September 2022	OPA Civilian Investigators
September 2022	Information Dashboard
August 2024	Media/Public Affairs
January 2025	Special Event Staffing
August 2025	RMT
August 2025	Second RMT
September 2025	Chokeholds
September 2025	Overtime and Leave Issues
October 2025	Backgrounding

APPENDIX G – MISCELLANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2024-2027 collective bargaining agreement.

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

Sick Leave Policy Revisions

Within thirty (30) days of the date this Agreement has been fully ratified, the parties will meet to complete any needed discussions to finalize updates to the City's Sick Leave policy.

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use "Named Employee" and "complainant" since the examples do not have any specific names attached to them; the actual report would have the complainants name or state "anonymous complainant". Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

APPENDIX I – CARE ALTERNATE CRISIS RESPONSE

The Guild and the City enter into this agreement regarding the City's CARE department and its alternate crisis response function.

1. Non-sworn civilian crisis responders ("CRs") are individuals who work for the City in a position that is designated by the City with the duties to provide assistance to individuals who are experiencing a mental, behavioral, social, and / or emotional incident. CRs are required to have a Bachelor's degree in Social Work, Psychology, or related field; and one year experience working with individuals with mental, behavioral, social, and / or emotional health concerns (or a combination of education and / or training and / or experience which provides an equivalent background required to perform the work of the class). The position is currently titled a Community Crisis Responder; however, a different position title may be used as long as the purpose and minimum requirements for the position are the same.

2. Primary dispatch of CRs can occur for the types of calls set forth in Subparagraphs A-C below; provided that dispatch has confirmed:

    - The individual that is the subject of the call is located in an open public location (meaning an area such as a City street, sidewalk or park) or a publicly-owned building (e.g., City Hall, a library, a community center). The individual is not in a vehicle or private business that is open to the public.
    - The area is not a known hazard (i.e., flagged in CAD).
    - There is no report of aggressive or threatening behavior towards others, destructive or confrontational behavior, or behavior posing a danger to others.
    - There are no visible narcotic paraphernalia or weapons.
    - There are no minors present with the individual who is the subject of the call
    - There is no indication that a crime has occurred.
    - The subject of the call is not located in a homeless encampment, which is defined as four (4) or more tents or structures that appear to a reasonable person to be used for camping.
    - There is no extreme behavior that might warrant investigation for a potential involuntary commitment (e.g., public nakedness accompanied by crisis).

    A. A third-party report of a person in a behavioral health crisis
    For example: a report of a person on a sidewalk yelling delusional statements not directed at anyone. (This is currently generally categorized

as a subset within Priority 3 Crisis calls) This would not include a person in the middle of the street in traffic yelling or an individual on the sidewalk throwing property around.

B. A request by an adult member of the public for shelter resources, food or transportation resources

For example: a request for shelter resources that is not related to criminal reporting or urgent medical need. (This is currently generally categorized as a subset within Assist the Public calls.)

C. A third-party report of a person who appears to be in a physical state that needs to be checked on for their own safety

For example: a person sleeping on a sidewalk in the extreme cold or a person who appears disoriented and is sitting on the public sidewalk in the path of a driveway. (This is currently generally categorized as a subset within Person Down or Welfare check calls.) This would not include an individual with an apparent injury.

3. In instances where a CR checks on a person for the person's own safety, and the CR is unable to get a response from the person, then the call will be treated as a medical emergency.

4. CRs may self-dispatch ("onview") to the same types of calls to which they can be primary dispatched. Any onview must be broadcast over the radio with nature of the call, the location, and an affirmation that no restrictive criteria (see Paragraph 2) are present.

5. No CR may enter a private business/residence/location on a primary dispatched call or self-dispatch other than to debrief with the reporting party after addressing the call. Contact with the individual who is the subject of the 911 call/request for services will occur in an open public location, as defined in Paragraph 2 above. If the subject will not leave a private building upon request of the reporting party, the call will be queued for law enforcement. The restriction in this paragraph will not preclude a CR from entering the premises of a dedicated service provider (e.g., a shelter), which is not the subject's residence, to connect the subject to a representative who can introduce available services (i.e., a "warm handoff"); provided that this exception does not permit onviews precluded by Paragraph 2.

6. If a CR is primary dispatched (or self-dispatched) and upon arrival encounters any of the restrictive criteria (see Paragraph 2) that would have prevented the call from being primary dispatched to a CR had the caller provided that information (or had the information been known), then the CR will advise

dispatch over the air of the updated information and the call will be queued for law enforcement. The CR may remain in the area but will not engage with the subject or will break off any engagement in a prompt and orderly way.

7. Police sergeants may override dispatch on a primary dispatch and/or a CR on a self-dispatch if they are aware of information that would make a civilian primary response inappropriate (e.g., because the subject is known to be violent, there is other police activity in the area, the type of call does not fall under the approved CR responses). The reason for the override will be logged through dispatch.

8. Dual dispatch can occur to three types of calls if the information received by the dispatcher indicates the call is nonviolent:

   A. Person down calls excluded from primary dispatch due to the presence of narcotic paraphernalia and/or the potential crime involved is drug use.

   B. Welfare checks excluded from primary dispatch due to the presence of narcotic paraphernalia, the potential crime involved is drug use, or the fact the subject is in a vehicle (but not in the driver's seat).

   C. Nuisance Calls where a request to move a person from exterior private property that may involve a need for redirection to appropriate resources and does not involve an enforcement request or obstruction sufficient to elicit a Priority 2 classification.

9. Dual dispatch means that police and CR will be dispatched at the same time.

   A. If the police get there first, they assess the situation. They can take immediate action if they believe it is appropriate or wait for the CR if reasonable to do so.

   B. If the CR gets there first, they wait until an officer has assessed the scene in a manner the officer deems appropriate. It will be the Officer's responsibility to make the determination as to who will make the initial direct contact. A CR will not approach unless cleared to do so by the Officer assessing the scene.

   C. After the call is turned over, the Officer may remain at the scene or leave, at the Officer's discretion. While there, the Officer will attempt to keep the scene safe but cannot guarantee the safety of the CR.

   D. The Officer holds the discretion to turn the call over to a CR and to reinsert into the call. The Officer is the ultimate authority on the call.

E. The Officer has the authority to advise the CR to disregard if the officer's assessment is that the CR is inappropriate for the call.

F. Dispatching a CR will not impact the number of officers that are dispatched to the call.

10. Officers may request the assistance of CRs for shelter, food, transportation, or chronic mental health issues.

11. CRs will not intervene in calls/incidents being handled by law enforcement unless approved by an officer.

12. The CRs will be on the same radio frequency as police.

13. The CRs will be responsible for writing a report that will be uploaded into the report writing system utilized by officers so that law enforcement is able to have the follow-up information.

14. Officers remain responsible for all ITAs. If a CR believes an ITA is necessary, they will request an officer.

15. Coordination with CRs is governed by this Appendix. Officers will remain obligated to follow the Department's current de-escalation policy (SDPM 8.100). References in that policy to team tactics and additional resources refer to coordination with and use of additional sworn personnel.

16. The deployment of CR personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and deployment of a CR will not prohibit officers from doing any of the functions the CR are permitted to do or prevent the dispatching of an officer to any of the types of calls that have been identified as permitted for a CR primary or dual dispatch.

MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officers' Guild

The Seattle Police Officers Guild ("Guild") and the City of Seattle ("City") enter into this agreement to increase the City's backgrounding capacity and resolve grievances related to parking at the Seattle Police Department ("SPD") headquarters and certain grievances related to prior special events.

AGREEMENT

The Guild and the City agree as follows:

A. The City may utilize non-bargaining unit resources for recruiting and backgrounding processes subject to the following:
    1. SPD retains the hire/no hire decision.
    2. During periods when the City is utilizing civilians for backgrounding work, backgrounding staff will include at least seven officers and one sergeant (not including the Polygraph unit).
    3. During periods when the City is utilizing civilians for recruiting work, recruiting staff will include at least one sergeant.
    4. Oral boards and polygraphs will not be conducted by non-SPD personnel.

B. To resolve the grievances relating to parking at SPD headquarters, SPD will provide nineteen (19) parking spots at SPD headquarters at no cost to the SPOG bargaining unit members. The nineteen (19) spots will be allotted to the following assignments: three (3) parking spots for the Policy Research Section, two (2) parking spots for those assigned to the Front Desk, three (3) spots for the Force Review Unit, and eleven (11) spots for HR assignments, which include recruiting, backgrounding, polygraph, and the HR sergeant. For the parking spots allotted to the HR assignments, the spots will be allocated based on HR assignment seniority, which shall be established by taking the employees unit seniority from each of the units in HR and combining it into one seniority list.

C. To resolve the grievances related to certain special events:
    1. The City will pay the difference between double the regular rate and one and one-half times the regular rate for hours worked to SPOG members who were drafted and worked the following:
        a. a 2021 or 2022 Seahawks game,
        b. a September 4, 2021, event, or
        c. the MLK event on January 17, 2022.

2. SPOG members who were drafted for and worked the MLK event on January 17, 2022, will also receive eight hours of holiday leave.
3. SPOG members who were drafted for and worked the October 7, 2021, Seahawks game will also receive compensation equal to 10 hours of work at their regular rate.
4. SPOG members who were drafted for and worked as bike trained officers at the November 3 and 4, 2020, protest events will receive compensation equal to one and a half times their hours worked.
5. Rates of pay will be calculated based on the SPOG members rate of pay on the date of the event, including any applicable retroactive wage increases from the 2021-2023 Collective Bargaining Agreement.

D. SPOG withdraws the following grievances:
    1. 2022-0006—HQ Parking (Backgrounds)
    2. 2022-0008—HQ Parking (Policy Research Section)
    3. 2022-0009—HQ Parking (Morrison-Front Desk)
    4. 2024-0010—HQ Parking (FRU)
    5. 2020-0004—Special Events (Nov. 3rd and 4th, 2020)
    6. 2021-0014—Special Events (Home Seahawks Games 2021)
    7. 2021-0016—Special Events (October 7th Seahawks Game)
    8. 2022-0001—Special Events (MLK 2022)
    9. 2022-0005—Special Event (Home Seahawks Games 2022)
E. This Agreement is non-precedential.
F. This Agreement shall not be used for anything other than enforcement and implementation of the terms herein.
G. This Agreement is a compromise of disputed claims. The parties do not admit any wrongdoing and do not concede or waive their respective positions.
H. This agreement is effective from the date of signing.

Signed this __th day of _____, 2025.

For the City:

_____
_____, City of Seattle

For the Guild:

_____
President, Seattle Police Officers' Guild

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources/Labor Relations	Danielle Malcolm/Chase Munroe	Candice Foote

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers' Guild; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle (City) and the Seattle Police Officers' Guild (Guild). The collective bargaining agreement is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2024, through December 31, 2027. This legislation affects approximately one thousand current and former employees (~983 current SPOG members and ~128 former SPOG members). Based on current hiring projections, we expect this number to grow by approximately one hundred (100) additional employees by the end of 2026. This includes new hires in November and December of 2025 and attainment of 2026 hiring goals outlined in the 2026 Proposed Budget. All cost estimates reflect achievement of budgeted growth in 2025 and 2026.

The collective bargaining agreement provides for a six percent (6%) wage adjustment in 2024, a four point one percent (4.1%) wage adjustment in 2025, a two point seven percent (2.7%) wage adjustment in 2026, and a minimum of a three percent (3%) wage adjustment with up to a maximum of a four percent (4.0%) wage adjustment in 2027 (contingent on CPI-W data).

The collective bargaining agreement incorporates certain terms from the two-year Memorandum of Understanding regarding premium pay for special events and other working conditions for the period of October 1, 2023, through January 2, 2026. This includes the increase of a premium payment from $225 to $250 for each special event volunteered for and selected to work by an officer following the authorization and effective date of this legislation. Costing associated with these events was based on historical shift totals and assumed officer growth in 2025 and 2026 as well as the increased payment.

The collective bargaining agreement establishes a retiree medical plan administered by the Peace Officers Retirement Association of California (PORAC) Retiree Medical Trust (RMT). The City has agreed to a one-time payment of one thousand dollars ($1,000) per employee on the date this Agreement is fully ratified. Furthermore, the City will also provide an employer contribution of $100 per month per employee to the RMT.

The collective bargaining agreement includes settlement of certain outstanding grievances between the City and Guild related to parking and special events. Upon full ratification of this Agreement, the Sick Leave Incentive Program will be terminated.

The collective bargaining agreement provides for three new premiums including;

- Multilingual premium pay for an employees who are fluent in another language at one point five percent (1.5%) of the top step of the classification that an employee holds;
- A four percent (4%) premium of the top step of the classification that an employee holds for employees that achieve a Bachelor's degree from an accredited institution; and,
- A one point five percent (1.5%) premium of the top step of the classification that an employee holds for employees that achieve an Associate's degree in criminal justice, criminology, law enforcement, forensic science or a related field if approved by the Chief of Police.

Note that the education premiums for Associate's and Bachelor's degrees are mutually exclusive and there is a small cost for multilingual premium testing.

The language premium in 2026 will cost approximately $193 per month for a full-time Police Officer and $222 per month for a full-time Sergeant (based on 1.5% of the top step of the classifications). This monthly amount is based on 2088 hours per year and will increase for overtime hours incurred at a rate of approximately one dollar per overtime hour worked. The cost reflected for 2026 and 2027 (approximately $500,000 per year) reflects an assumption that 12% of employees may receive this premium in 2026 and 2027 based on current City participation rates. It also assumes payment on both regular and overtime hours in these years based on historical and predicted spending. Comparative analysis to the West Coast 7 was not available for this premium.

Like the language premium, the Associate's degree premium is expected to cost approximately $193 per month for a full-time regular Police Officer and $222 per month for a regular full-time Sergeant before overtime hours are considered (based on 1.5% of the top step of these classifications in 2026). A Bachelor's degree will cost approximately $514 per month for a full-time Police Officer and $592 for a full-time Sergeant pre-overtime hours worked (based on 4% of the top step of the classifications). The $4.0 million cost for 2026 and $4.1 for 2027 reflect an assumption of up to 20% of employees with an Associate's degree and up to 30% with a Bachelor's degree in 2026 and 2027. It also assumes payment on both regular and overtime hours in these years. Percentages were based on research of other law enforcement agency education levels. It is not possible to estimate the actual cost based on SPD employee make-up until the program is in place and employee education records are confirmed.

Education premiums in this collective bargaining agreement are in alignment with current approaches to degree or Commission on Peace Officer Standards and Training (POST) premiums in all other West Coast 7 agencies. Comparative analysis was conducted for Long Beach, Oakland, Portland, Sacramento, San Diego, San Francisco and San Jose, and revealed all cities had premiums associated with advanced degrees or training.

The collective bargaining agreement allows the City to increase staffing numbers of the CARE department's Community Crisis Responders (CCR) and to expand the CCR's roles by authorizing the 9-1-1 call center to do direct and sole dispatch of CCRs to certain low-acuity 9-1-1 calls.

The collective bargaining agreement simplifies and streamlines the disciplinary process for when the Office of Police Accountability (OPA) initiates and/or receives a complaint, consistent with the expectations of the 2017 Police Accountability ordinance. It also revises investigations into minor misconduct by allowing for the employees' chain of command to resolve performance issues and less than serious misconduct. It also allows for civilian investigators to be assigned as co-leads to cases that are considered serious misconduct.

Furthermore, the agreement increases the use of civilians to support backgrounding and recruiting processes that improve efficiency in the hiring process.

This ordinance also authorizes the execution of a Memorandum of Understanding to increase the City's backgrounding capacity and resolve grievances related to parking at Seattle Police Department headquarters and prior special events.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** x☒ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? x☒ **Yes** ☐ **No**

Labor Relations developed the below estimates to approximate the costs of ratifying the agreement:

		2024 (Year 1)	2025 (Year 2)	2026 (Year 3)	2027 (Year 4)	4 year Total increase
		Baseline 2024 actuals (FPR) $206,734,208	2025 Adopted + 11.5m added for staffing increase $221,500,000	2026 Proposed Budget (2025 ongoing + 2026 hiring) $233,500,000	2027 Expected Budget (2026 ongoing, backfill hiring only) $244,400,000	
2024 AWI cost over baseline	6.00%	$12,404,052				
2025 AWI cost over baseline	4.10%		$22,916,390			
2026 AWI cost over baseline	2.70%			$31,114,674		
2027 CPI min of 3% max of 4% AWI cost over baseline (assuming 4% for costing)	4.0%				$43,645,821	
AWI 4 year total increase over baseline						$110,080,937
Special event premium cost				$4,450,000	$4,450,000	$8,900,000
RMT one time payment 1k per person				$1,100,000		$1,100,000
RMT $100 per month per person				$1,320,000	$1,440,000	$2,760,000
Parking and special event grievances				$500,539		$500,539
Incentive sick leave removal				($355,267)	($355,267)	($710,533)
Language premium 1.5%				$476,306	$495,359	$971,665
Language premium testing cost				$26,640		$26,640
Education incentive (4% BA, 1.5% AA in related field)				$3,969,220	$4,127,989	$8,097,209
Total over baseline each year		**$12,404,052**	**$22,916,390**	**$42,602,113**	**$53,803,902**	**$131,726,458**

The cost of this agreement was anticipated in the 2025 Adopted Budget General Fund Financial Plan planning reserves and updated as required in the 2026 Proposed Budget General Fund Financial Plan planning reserve. No additional funds above these reserves are expected for the duration of the contract.

The Executive will forward separate, future legislation to authorize additional appropriations for Seattle Police Department in 2026, including extra costs for 2026 and back pay for 2024 and 2025. The Executive will address spending needs for 2027 through the 2027-2028 Proposed Budget process. CBO is working with Citywide Accounting and Payroll on contract implementation to ensure that budget exceptions do not occur in 2025 to the extent possible.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Not applicable.

Please describe any financial costs or other impacts of *not* implementing the legislation.

Legislation is required to implement bargained-for wages and changes to union members' working conditions. There may be other implications and legal risks for not authorizing this legislation.

Please describe how this legislation may affect any City departments other than the originating department.

Not applicable.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No.

c. Does this legislation affect a piece of property?

No.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

Further implementation of the accountability ordinance and further incorporation of input from OPA, OIG, and CPC that was able to be accomplished via bargaining.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

City's commitment to constitutional policing has a positive effect on vulnerable or historically disadvantaged communities.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

iii. What is the Language Access Plan for any communications to the public?

N/A

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

N/A

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

No.

f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?

N/A

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

No.

5. ATTACHMENTS

Summary Attachments:
Summary Attachment 1 – Bill Draft of Agreement with Seattle Police Officers' Guild

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, ~~2023~~2027

TABLE OF CONTENTS

Page

PREAMBLE iii

ARTICLE 1 RECOGNITION AND BARGAINING UNIT 1

ARTICLE 2 UNION MEMBERSHIP AND DUES 4

ARTICLE 3 DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS
~~6~~5

ARTICLE 4 EMPLOYMENT PRACTICES ..... ~~23~~26

ARTICLE 5 HOURS OF WORK AND OVERTIME ..... ~~28~~31

ARTICLE 6 SALARIES ..... ~~35~~42

ARTICLE 7 DEPARTMENTAL WORK RULES ..... ~~41~~48

ARTICLE 8 HOLIDAYS ..... ~~48~~55

ARTICLE 9 VACATIONS ..... ~~50~~57

ARTICLE 10 PENSIONS ..... ~~53~~60

ARTICLE 11 MEDICAL COVERAGE ..... ~~54~~61

ARTICLE 12 DENTAL CARE ..... ~~57~~65

ARTICLE 13 SICK LEAVE AND LONG-TERM DISABILITY ..... ~~58~~66

ARTICLE 14 GRIEVANCE PROCEDURE ..... ~~60~~68

ARTICLE 15 MANAGEMENT RIGHTS ..... ~~67~~75

ARTICLE 16 PERFORMANCE OF DUTY ..... ~~69~~77

ARTICLE 17 RETENTION OF BENEFITS ..... ~~70~~78

ARTICLE 18 SUBORDINATION OF AGREEMENT ..... ~~71~~79

ARTICLE 19 SAVINGS CLAUSE ..... ~~72~~80

ARTICLE 20 ENTIRE AGREEMENT ..... ~~73~~81

ARTICLE 21 DURATION OF AGREEMENT ..... ~~74~~82

APPENDIX A BODY WORN VIDEO ..... ~~76~~85

APPENDIX B FALSE ARREST ..... ~~77~~86

APPENDIX C EQUIPMENT REQUIRED ..... ~~78~~87

APPENDIX D ~~CIVILIANS IN~~ THE OFFICE OF POLICE ACCOUNTABILITY STAFFING……..…79

APPENDIX E ACCOUNTABILITY LEGISLATION ..... ~~80~~90

APPENDIX F INCORPORATED MOUS AND OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES ..... ~~93~~103

APPENDIX G MISCELLANEOUS ..... ~~94~~104

APPENDIX H CLASSIFICATION REPORT EXAMPLES ..... ~~96~~105

APPENDIX I CARE ALTERNATE CRISIS RESPONSE 106

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Wāshington (RCW) 41.26.520 (2).

1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.

B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.

C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

~~2.1 Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.~~

2.1 The Guild will be provided with a reasonable amount of time to meet with each new officer after they are sworn in by the Department and are in Post BLEA, typically within two weeks of being sworn.

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

~~A. Joining the Seattle Police Officers' Guild.~~

~~B. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.~~

~~C. Paying an agency fee to the Guild without any membership rights.~~

~~D. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.~~

~~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.~~

~~All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.~~

~~Failure by an employee to abide by the above provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of State Law, City Charter and Civil Service Rules which provisions are paramount and shall prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.~~

2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

2.3 The City 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 Guild. ~~In addition, the City agrees to deduct from the paycheck of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid in lieu of Guild dues. The amounts~~The Guild will provide written notice to the City of those employees who have authorized dues deduction and any employee who has revoked their authorization. The City will implement new or changed dues authorizations no later than the second payroll period after receipt of written notice from the Guild. Dues deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. ~~Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request~~The City shall provide the Guild with a report twice monthly with the deductions made itemized by employee. The performance of this function is recognized as a service to the Guild by the City.

2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues ~~check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership,~~deduction system, unless caused by the City's willful negligence. ~~The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.~~

2.5 The City shall provide the Guild with a "Union Employee Report" on a monthly basis. The completed categories of the "Union Employee Report" shall be those that exist in the January 2024 "Union Employee Report".

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS

3.1 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 Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.

3.3 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 or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, 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. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: 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.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

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

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, a member of the employee's chain of command, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.

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

F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the

Mayor and City Council. In stating his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

A. Except in criminal investigations, no later than thirty (30) days after receipt of a complaint by OPA, OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; ~~or~~ 2) if the complaint/case has been referred to the chain of command, notify the employee and the Guild; or 3) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) the procedures it intends to use in investigating the complaint (e.g., OPA investigation ~~or Frontline Investigation~~). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.

~~B.~~ Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a verdict in criminal trial, whichever is later. ~~The 180 Start Date begins on the earliest of the following:~~

~~i) Receipt/initiation of a complaint by the OPA;~~

~~ii) Receipt/initiation of a formal complaint by a sworn supervisor alleging facts that, if true, could without more constitute a serious act of misconduct violation, as long as the supervisor forwards the matter to OPA within forty-eight (48) hours of receipt. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes documented action to handle the complaint (for example a documentation in the performance appraisal system);~~

~~iii) For incidents submitted to the Chain of Command in Blue Team (or its successor), fourteen (14) days after the date on which the initial supervisor submits the incident for review to the Chain of Command;~~

~~iv) OPA personnel present at the scene of an incident; or~~

~~v) If the Office of the Inspector General (OIG) is present at the scene of an incident at which OPA is not present, and if OIG subsequently files a complaint growing out of the incident, the date of the incident.~~

Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction, whichever is earlier.

C. The 180 Start Date begins on receipt/initiation of a complaint by the OPA.

D. For purposes of this section, receipt/initiation of a complaint by the OPA will also be deemed to have occurred:

1. On the date of an incident if (a) OPA personnel were present at the scene and reviewed incident video, participated in employee interviews or attended a FIT breakout session; or (b) if OIG personnel were present and subsequently filed a complaint arising out of the incident.

2. For incidents submitted to the Chain of Command in Blue Team (or its successor), the date on which the incident was forwarded to OPA by a supervisor.

3. The date detailed in Section 3.8.C.7 for cases of less than serious acts of misconduct that are handled by the chain of command.

~~For purposes of (iii) above, if following a~~Where the OPA has not opened an investigation after receiving a forwarded Blue Team entry, ~~the Chain of Command concludes that no misconduct occurred,~~ and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, ~~then~~ a new 180 Start Date ~~is~~will be triggered on the date that the new material evidence of serious misconduct is ~~provided~~received by the OPA.

E. Automatic Extension of the 180 Day Time Period - In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type III use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e., if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

F. Suspension of the 180 Day Time Period

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

2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level.

3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.

~~4. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the~~

~~clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).~~

G. ~~C.~~ 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.

2. The OPA may request an extension for reasons other than the reasons listed above; however, any denial shall not be subject to subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.

3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.

4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

H. ~~D.~~ 180 Start Date ~~Re-calculation~~Re-Calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.

2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of Force in the same incident that was serious misconduct, which was not previously reported to OPA, -then the recalculated 180 Start Date from the Bias/Pursuit incident will be applied to the Type I Use of Force.

I. ~~E.~~ 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 (see Article 3.12) by that City agency.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement,

including the notice requirements for in- person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

J. ~~F.~~ Administrative Misconduct Interviews

1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.

2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.

4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. Persons in attendance at OPA interviews will be limited to the

employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.

7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.

K. ~~G.~~ Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) 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.

L. ~~H.~~ Unless pursuant to a court order or by operation of law, access to OPA files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human

Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, 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.

M. ~~I.~~ OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.

N. ~~J.~~ An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.

O. ~~K.~~ To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in ~~3.6H~~3.6L. It is understood that an officer's personal identifying information shall be redacted from all records released to the extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of this Section 3.6.~~K~~O.

P. ~~L.~~ OPA files ~~shall be retained based on their outcome. Investigations resulting in findings of "Sustained"~~ shall be retained for the duration of City

employment plus ~~six~~ten (~~6~~10) years, or longer if any action related to that employee is ongoing. ~~Investigations resulting in a finding of not sustained shall be retained for three (3) years plus the remainder of the current year. OPA files resulting in a not sustained finding may be retained by OIG for purposes of systemic review for a longer period of time, so long as the files do not use the name of the employee that was investigated.~~

3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

3.8 Supervisor Policy and Performance Review and Frontline Investigations - The parties recognize that OPA is responsible for reviewing/investigating allegations of serious misconduct, as defined by Policy 5.002 (Responsibilities of Employees Concerning Alleged Policy Violation). The employee's chain of command has primary responsibility for resolving performance issues and allegations of minor policy violations that do not meet the definition of serious misconduct ("less than serious misconduct"). Allegations of less than serious misconduct may result in the employee's chain of command using either Supervisor Policy and Performance Review or a Frontline Investigation. At its discretion, OPA may defer, after review, allegations of serious misconduct to the employee's chain of command for handling in the same manner as a less than serious misconduct allegation. The Supervisor Policy and Performance Review and Frontline Investigation processes described below will become effective upon publication of corresponding revisions to the SPD manual. Such revisions to the processes described below and to Policy 5.002, and any future revisions to such, will be negotiated with the Guild prior to implementation.

A. Complaints Received/Initiated by OPA

1. Where allegations limited to less than serious misconduct are submitted directly to OPA, OPA will forward those allegations to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation, as determined by the chain of command.

2. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will not necessitate the review/investigation of the facts of the alleged less than serious misconduct, OPA will forward the allegations of less than serious misconduct to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation. However, where a performance issue or less than serious misconduct has been repeated despite being previously addressed through discipline or repeated counseling and retraining at the chain of command level, the chain of command may elect to return the matter to OPA.

3. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will necessitate the review/investigation of the facts related to the alleged less than serious misconduct, OPA will investigate all of the allegations. Once the investigation is completed, the investigation will be sent to the chain of command for the disposition of the less than serious misconduct allegations through a Supervisor Policy and Performance Review or discipline up to a written reprimand, as determined by the chain of command, via a Frontline Investigation.

B. Complaints Received/Initiated by the Chain of Command - When performance issues or allegations of less than serious misconduct are raised by the chain of command or are received by the chain from the community, sergeants are responsible for determining whether the appropriate response to the issue/incident involves a Supervisor Policy and Performance Review or a Frontline Investigation. In making their determination, sergeants will consider the type of conduct and whether the conduct has been repeated. In instances where the conduct is such that it may warrant a disciplinary response, the Frontline Investigation process will be used. Where performance issues or less than serious misconduct persist despite being previously addressed through discipline as the result of a Frontline Investigation, the issue will be referred to

OPA for investigation.

C. Frontline Investigations

1. The Frontline Investigation will be handled by a supervisor who holds the permanent rank of Lieutenant or higher (the "Frontline Supervisor").

2. ~~3.8 Frontline Investigations - For any complaint that will be handled using the Frontline process (i.e. – an investigation involving a minor policy violation that is handled by the Chain of Command), the Bill of Rights shall apply. A supervisor will not impose discipline as a result of a Frontline investigation, and instead it will be handled as a performance matter. The result(s) will be recorded in writing within the Department's performance evaluation system.~~ Upon opening a Frontline Investigation, the ~~supervisor~~Frontline Supervisor will issue a Frontline Investigation Form (the "Form") to the named employee and the Guild. The Form will ~~identify for the employee the allegation, the right of the employee to have a Guild Representative (Guild Rep), and the fact that the statement is voluntary unless the employee requests it be compelled. The supervisor will audio record the employee statement. The Form will be given to the employee prior to the interview.~~ include or be accompanied by the information identified in Section 3.6A subsections (i), (iii), and (iv).

3. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. At least seventy-two (72) hours prior to an interview, the Frontline Supervisor shall provide notice to the employee being interviewed. The notice shall include all notice required by 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The Form shall be provided together with the notice of the interview, if the Form has not been previously provided to the employee. No employee may be interviewed until the employee has been provided the Form.

4. The Frontline Supervisor will audio record the employee's statement. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. If, during the ~~employee's statement the supervisor~~course of the interview the Frontline Supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a ~~minor~~less than serious policy violation ~~to which~~suitable for a Frontline ~~is applicable~~Investigation, the supervisor may continue the interview in the new area after providing the

employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the ~~matter~~potential serious misconduct will be immediately referred to OPA. ~~The Guild will be allowed reasonable on-duty release time for a Guild Rep to provide representation during the statement if requested by the employee.~~

6. If the Frontline Supervisor determines it is warranted, the Frontline Supervisor may impose discipline up to a written reprimand. The result(s) of a Frontline Investigation, which will include the findings on the alleged policy violations and, if sustained, a description of the conduct that is the basis for the finding, will be recorded in writing within the Department's Blue Team (or successor) system. The employee and the Guild will be notified of the entry into the Department system.

7. Except as provided above and Article 3.6.B, C, and K, during the Frontline Investigation the ~~Article 3~~ provisions of Section 3.6 related to OPA investigations shall not apply ~~if and until the matter is retained by OPA. If OPA retains the case upon review, the digital recording will be transcribed~~. All Frontline ~~investigations~~Investigations shall be subject to audit for systemic review by the OIG. ~~All Frontline Investigations will be completed within twenty-eight (28) days of the supervisor opening the investigation. In the event of any delay in obtaining a Guild Rep, this time period will be extended by the amount of the delay. The completed Frontline file will be forwarded to OPA upon completion to ensure it is thorough and complete. In the event OPA returns the Frontline for additional investigation or consideration, the above provisions will continue to apply. In the event a matter is retained by OPA, the Article 3 provisions related to OPA investigations will be effective immediately. The date for provision of the five (5)-day and thirty (30)-day notices will begin to run from when OPA takes control of the investigation. OPA will provide a notice to the Chain of Command and the Guild on the date that it takes control of the investigation. The~~For cases of less than serious acts of misconduct, the 180 Start Date will begin ~~on~~with the ~~date~~receipt of information where the supervisor takes ~~action by opening the Frontline investigation~~a documented action to handle the complaint (e.g., an entry in the performance appraisal system ("PAS") or successor), less any time by which the investigation was delayed in order to obtain a Guild ~~Rep.~~representative. Written notice of proposed discipline issued by a Frontline Supervisor will be treated as a proposed Disciplinary Action Report (see Section 3.5.F) for purposes of calculating the 180 day period to investigate less than serious misconduct (see Section 3.6.B).

D. Supervisor Policy and Performance Review

1. Less than serious policy violations addressed via a Supervisor Policy and Performance Review will not result in discipline.

2. The employee's immediate supervisor will conduct an informal investigation. If the supervisor needs to discuss the alleged less than serious policy violation with the employee, the immediate supervisor shall notify the employee that discipline cannot result from the conversation.

3. If the supervisor determines that a complaint is not sustained or does not require further action (e.g., because it does not involve an alleged policy violation), that conclusion will be documented in the Department's Supervisor Engagement Tracking System. If the supervisor counsels and/or reviews a policy with the employee, the date of the discussion and the policy reviewed will be documented in PAS.

4. All Supervisor Policy and Performance Review shall be subject to audit for systemic review by the OIG.

5. If the supervisor becomes aware of potential misconduct that is potentially serious misconduct, the Supervisor Policy and Performance Review will cease, and the potentially serious misconduct will be immediately referred to OPA.

3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

A. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.

C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation.

Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee's complaint history.

3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer's complaint history. Good faith means:

   a. The officer actively listens to the perspective of the other party; and
   b. The officer fully communicates his/her own position and engages in the discussion.

   Good faith does not require the officer to agree to any particular resolution of a complaint.

5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.

6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.

7. Time spent at the mediation shall be considered on-duty time.

8. The panel of mediators will be jointly selected by the OPA and the

Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

A. ~~The parties agree to pilot a process of~~ Rapid Adjudication ~~during the term of this Agreement. There are situations~~may be initiated by the employee or OPA, as set forth below. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.

B. 1. Employee Initiated.

Included ~~in the initial notice~~with the classification report will be information about the Rapid Adjudication process. Within ~~five~~fourteen (~~5~~14) calendar days of receiving the ~~initial notice under 3.6.A~~classification report, the employee may request ~~starting~~ Rapid Adjudication by submitting a written request to OPA. The OPA (in consultation with the Chief or designee) will have ~~ten~~twenty-one (~~10~~21) calendar days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the ~~30-day period for submittal of the classification report~~Guild and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than ~~three~~twenty-seven (~~3~~27) ~~days~~hours. The employee shall have ~~five~~fourteen (~~5~~14) calendar days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the ~~30 and~~ 180-day ~~timelines re-started~~timeline resumed at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is

appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee and the Guild explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within ~~five~~fourteen (~~5~~14) calendar days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

3. Rapid Adjudication Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute Rapid Adjudication if requested by the employee. An employee may request Rapid Adjudication at any time during an investigation by submitting a written request to OPA. Any such request will toll the 180-day timeline starting on the date the employee's written request is received by OPA. OPA (in consultation with the Chief or designee) shall respond to the request within fourteen (14) calendar days of receiving the request with notification of either a denial of the request or an Acceptance Notice to the employee and the Guild. If an Acceptance Notice is provided, the procedures outlined above shall apply. If the employee's request is denied, the investigation and the 180-day timeline will resume on the date of the denial.

C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The

discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.

B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:

1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and

2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental

criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police Officers' Guild representative present at the interview should you choose."

C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:

1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences, including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.

2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise.

3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.

4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.

5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her

resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.

7. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.

B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.

C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.

D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.

4.2 Personnel Files

A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.

B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) 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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

4.4 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

4.5 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.

4.6 In-Service Training

A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:

1. Diversity and Ethics Training.
2. Emergency Vehicle Operation.
3. Defensive Tactics.
4. New technology.

Those topics that are not subjects of training in one year shall be subjects in the following year.

B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.

C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).

D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her Chain of Command. The Department will have sixty (60) days to remedy the situation.

E. Members shall be required to report in writing any approved training course they take.

4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars ($20.00) a month for parking during working hours only, or twenty-five dollars ($25.00) a month for parking during working hours and all other hours.

4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 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 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.

4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.

A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.

C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at JLMC meetings in the absence of regular members.

4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.

4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.

4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.

4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.

4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.

4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on- duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

4.13 Meal Reimbursement - The reimbursement rate for meals that are reimbursed pursuant to City and Department policies and practices will be the rate established by the federal government. Employees will not be required to submit receipts for meals and may retain the unspent portion of an advance provided for meals.

ARTICLE 5 - HOURS OF WORK ~~AND~~, OVERTIME, AND SPECIAL EVENTS

5.1 Hours of Duty – The normal work ~~week for members affected by~~schedule for all employees subject to this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. ~~The normal work day for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in~~ All shifts will include one (1) or more paid meal periods. Each unit will have one of the assigned normal work schedules below. Employees will be assigned a normal work schedule consistent with their assigned unit. Unless otherwise provided in this Agreement (e.g., Section 5.3), the normal work schedule assignments in place for each unit on the effective date of this Agreement will not be changed except through the bargaining process required by RCW 41.56

5.1.1 4/10 Schedule - Four (4) consecutive ten- (10) hour days followed by three (3) days off. All personnel working a 4/10 schedule will have a twenty-eight- (28) day FLSA work period.

A. Rotating Patrol Schedule. For officers assigned to the rotating patrol schedule, the watch hours for the 4/10 schedule will be:

1st shift watch – 0400 to 1400

2nd shift watch – 1100 to 2100

3rd shift watch – 1900 to 0500

The days of work for the 4/10 rotating patrol schedule will be:

Precinct	Schedule Position 1	Schedule Position 2
North	Saturday, Sunday, Monday, ***Tuesday***	***Tuesday***, Wednesday, Thursday, Friday
South/Southwest	Friday, Saturday, Sunday, ***Monday***	***Monday,*** Tuesday, Wednesday, Thursday
East	***Thursday***, Friday, Saturday, Sunday	Monday, Tuesday, Wednesday, ***Thursday***
West	***Friday***, Saturday, Sunday, Monday	Tuesday, Wednesday, Thursday, ***Friday***

*The day listed is the day 3rd Watch starts their shift. Overlap days are in italics and bold.

~~5.1 patrol, employees~~All officers and sergeants on the 4/10 rotating patrol schedule will rotate from Schedule Position 1 to Schedule Position 2 or from Schedule Position 2 to Schedule Position 1 every four (4) months. Calculation of the four- (4) month rotation will start on February 15th, 2023, and rotate on a schedule of sixteen (16) weeks, twenty (20) weeks, sixteen (16) weeks (repeating). This will ensure that the rotations always occur in February, June, and October. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift~~,~~ to check out and finish shift completion tasks. ~~Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in patrol, Canine, Mounted, Harbor and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Communications Center shall be six (6)~~

B. Non-Rotating 4/10 Schedules. The days of week and shift hours for units assigned to a 4/10 schedule other than the rotating patrol schedule vary from the schedule described in Paragraph A above. The schedule patterns are: paired Monday-Thursday/Tuesday-Friday workdays; paired Sunday-Wednesday/Wednesday-Saturday workdays; or Tuesday-Saturday workdays. A unit on the non-rotating 4/10 shall have one of the schedule patterns. Employees will be assigned to one side of the paired schedule and do not rotate to the other side. If required by their assignment, employees working non-rotating schedules shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.2 9/80 Schedule. A combination of eight (8) nine- (9) hour days and one eight- (8) hour day on duty that results in eighty (80) scheduled work hours during a fourteen- (14) day period. All personnel working a 9/80 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.3 4/2 Schedule. Four (4) consecutive nine- (9) hour days ~~worked~~ followed by two (2) ~~consecutive~~ days off~~, adjusted to provide one hundred and four (104) furlough days per year~~. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. ~~An employee may, subject to~~ All personnel working a 4/2 schedule will have a twenty-four- (24)-day FLSA work period.

5.1.4 24-Hour. One (1) twenty-four- (24) hour day, followed by one (1) day off, followed by one (1) twenty-four- (24) hour day followed by five (5) days off. All personnel working a 24-hour schedule will have a twenty-four- (24)-day FLSA work period. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.5 5/2 Schedule. Five (5) consecutive eight- (8) hour days on duty followed by two (2) days off. Personnel not otherwise assigned to an alternate schedule in the paragraphs above will work the 5/2 schedule. All personnel working a 5/2 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.6 Circle Furlough. Subject to administrative approval, an employee may elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

~~When the Department implements a ten (10)-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol nine (9)-hour day will be eliminated or modified as appropriate.~~

~~1st Shift: 0600-1600~~
~~2nd Shift: 1000-2000~~
~~3rd Shift: 1500-0100~~
~~4th Shift: 1900-0500~~
~~5th Shift: 2400-1000~~
~~Fixed Shift: 1900-0500*~~

~~*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.~~

~~For ninety (90) days after the initial implementation, the Department may adjust the above shift start times by thirty (30) minutes earlier or later. After the ninety (90) days the shift times are fixed. Any adjustment to the shift times must be made Department wide.~~

~~Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:~~

~~Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3~~
~~Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4~~

5.1.7 ~~5.1.1~~ Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.

5.1.8 ~~5.1.2~~ In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign ~~bargaining unit members working a five (5)-days-on, two (2)-days-off schedule to work overtime~~officers who are not assigned to the rotating patrol schedule or assigned through their unit (e.g., Traffic, SWAT) if more staffing is required; before, finally, assigning overtime to ~~employees in~~additional officers working the rotating patrol schedule.. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.

5.1.9 ~~5.1.3~~ The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.

5.2 Process for Staffing Special Events - The parties agree that the practice of "red dot days" that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.

B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.

C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and Seafair, as provided at section 5.1.2 of this Agreement.

D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than

seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours' notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days' notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

5.3 Premium for Volunteers for Special Events

A. The determination of the staffing needed for each special event has been made by the Department through its Seattle Police Operations Center ("SPOC"). This consideration takes into account a variety of factors, including without limitation the size and location of the event, the extent to which the event is anticipated to require the skills of commissioned officers as opposed to other non-commissioned employees, any unique circumstances regarding the event that present unique safety issues for officers and/or the community, and the availability of commissioned officers. The parties also recognize i) the need to ensure sufficient staffing for other work that requires the expertise and training of commissioned officers; ii) the value of expanding the pool of officers willing to volunteer for special event work in order to minimize drafting; and iii) the value of creating an incentive for current officers to continue their work at the City.

B. The Department, acting through SPOC, will determine both the number of City personnel needed at the special event and the appropriate mix of commissioned and/or non-commissioned City personnel to staff the event. Once a determination as to how many commissioned officers and sergeants are needed, the Department will request volunteers from the Guild bargaining unit to fill that pre-determined number of commissioned positions needed for the event. While the ultimate staffing determination will be made by the Department, the parties will establish a quarterly meeting to discuss any problems or concerns related to special event staffing. Specific suggestions made by the Guild will be considered in good faith by the Department.

C. Once the staffing plan for a special event is set, the Department will put out

the volunteer opportunities to fully commissioned personnel as described below. Employees who volunteer during the volunteer period and who are selected to work the special event will be paid a special event premium for working the special event. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked. For special events that occur between January 2, 2024, and the beginning of the first pay period following full ratification of this Agreement, the special event premium will be $225. For special events that occur on or after the beginning of the first pay period following full ratification, the special event premium will be $250.

1. Events with more than 60 days' notice, the volunteer period will be open until at least 45 days before the event.

2. Events with between 60 and 45 days' notice, the volunteer period will be open for at least one week.

3. Events with less than 45 days' notice or if there are unanticipated changes to a pre-planned event that require significant additional staff, the Department will determine whether to have a volunteer period and the duration of the volunteer period; provided that the Department will not unreasonably refuse to permit a volunteer period to avoid the special event premium.

D. If the fully-commissioned positions in the special event staffing plan are not filled by volunteers from the Guild bargaining unit, each position may be filled by either limited-commission/non-commissioned City personnel or, where necessary, the Department may draft Guild bargaining unit members. The determination to use limited-commission/non-commissioned personnel or uniformed police officers for each of the remaining positions shall be made by the Department.

E. For closed (not open to the public) corporate events or commercial/media/film events, employees may volunteer for overtime at 1.5 times their regular hourly rate of pay but will not receive a special event premium. The timeline for volunteering for such events will be determined by the Department following consultation with the Guild. If there are insufficient volunteers, fully-commissioned personnel positions may be contracted out to a third-party uniformed police officer provider.

5.4 ~~5.3~~ Alternative Shifts – The parties may, by mutual written agreement, establish

alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.

5.5 ~~5.4~~Overtime - Except as otherwise provided in this Article, employees ~~on a five (5) day schedule~~ shall be paid at the rate of time and one-half (1 1/2) for: all hours worked in excess of ~~eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day and for all hours~~the employee's regularly scheduled daily work hours (e.g., 8 hours for employees working a 5/2 Schedule, 9 or 8 hours as applicable for employees working a 9/80, 10 hours for employees working a 4/10 Schedule, etc.); and all hours worked on a scheduled furlough day. ~~Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) in one (1) day and for all hours worked on a scheduled furlough day.~~

A. Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

B. The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

C. An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

5.6 Directed Overtime - Employees will receive overtime compensation for all hours worked outside of their assigned normal work schedule if directed to do so by the Employer. For purposes of this Section, if an employee's schedule is adjusted with adequate notice as permitted by this Agreement (see, e.g., Section 7.3), the adjusted work schedule will be treated as their normal work schedule.

5.7 ~~5.5~~Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

5.8 ~~5.6~~Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.

B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.

C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.

D. Officers subpoenaed for telephonic/video court appearances during off-duty hours shall receive a minimum of two (2) hours overtime at time and one-half their regular rate of pay for such actual appearances, except for telephonic/video appearances that fit within the definition of shift extension for court. Such shift extensions shall be governed by Section 5.7.A. If an officer travels to a Department facility to make the telephonic/video appearance, the officer shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay.

E. ~~D.~~ There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to

cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

F. ~~E.~~ For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.9 ~~5.7~~ Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.10 ~~5.8~~ Compensatory Time

A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.

B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.

C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next payday.

D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off

shall be at time and one-half (1 1/2).

E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.11 ~~5.9~~On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this ~~Article 5.9~~Section 5.10.

A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.

B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.

C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.

D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.12 ~~5.10~~Call back from Vacation

A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day,

or being paid the greater of the minimum call back payment (three (3) hours at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.13 ~~5.11~~ Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.14 ~~5.12~~ Off-duty Employment and Return to Duty

A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or

2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. ~~Effective~~Retroactive to January ~~6~~3, ~~2021~~2024, the base wage rates, which include an across- the-board increase of ~~1.3~~6.0%, for the classifications covered by this Agreement shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~7,061~~9,182	$~~7,572~~9,847	$~~7,916~~10,295	$~~8,220~~10,689	$~~8,633~~11,226	$~~9,245~~12,023
Police Sergeant	$~~9,516~~12,374	$~~9,927~~12,909	$~~10,638~~13,834			

B. ~~Effective~~Retroactive to January ~~5~~1, ~~2022~~2025, the base wage rates, which include an across- the-board increase of ~~6.4~~4.1% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~7,513~~9,558	$~~8,057~~10,251	$~~8,423~~10,717	$~~8,746~~11,127	$~~9,186~~11,686	$~~9,837~~12,516
Police Sergeant	$~~10,125~~12,881	$~~10,562~~13,438	$~~11,319~~14,401			

C. Effective ~~January 4~~December 31, ~~2023~~2025, the base wage rates, which include ~~a total~~an across- the-board increase of ~~15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase)~~2.7% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~8,662~~9,816	$~~9,290~~10,528	$~~9,712~~11,006	$~~10,084~~11,427	$~~10,591~~12,002	$~~11,342~~12,854

Police Sergeant	$~~11,674~~13,229	$~~12,178~~13,801	$~~13,051~~14,790

D. Effective December 30, 2026, the base wage rates for the classifications covered by this Agreement will be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W (June 2025 – June 2026) with a minimum increase of 3% and a maximum increase of 4%.

6.2 The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of ~~3.5~~4.0% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of ~~3.5~~4.0%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase. ~~Effective January 1, 2019, the City's match shall increase to 4% of the top step base salary of Police Officer.~~

6.3 The City may hire employees, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step five, depending upon prior experience.

6.4 Assignment Premiums - Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

Assignment	Percentage
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%
Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%

Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%
Canine Officer, while assigned from any classification in Section 6.1	3%
SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the ~~Mounted Patrol and the~~ Harbor Unit~~. Police Officers and Sergeants assigned to~~, CRG, ART, CRT, the D.W.I. Squad and A.M./P.M. Enforcement Squads~~ will also be eligible to receive patrol premium pay. (however, they have not been eligible for patrol longevity, effective the first pay period after ratification they will become eligible for patrol longevity).~~.~~

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as

specified in Section 6.1. There will be no pyramiding of ~~specialty~~assignment pays.

6.5 ~~6.4.1~~ Longevity Premiums. Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Longevity	Percentage
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the ~~Mounted Patrol, the~~ Harbor unit, SWAT, ~~and~~ Canine units, Traffic, Motorcycles, GVR, CRG, CRT and ART units), and those Sergeants assigned to OPA, will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule~~. Effective the first pay period following ratification, Traffic and Gangs will be eligible for longevity pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:~~:

Longevity	Percentage
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%

Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%
Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.6 ~~6.5.2~~ Body Worn Video (BWV) Pay

- An ~~Effective the first pay period after January 1, 2018, an~~ additional two percent (2%) of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

6.7 Education Premiums - The education premiums below will be effective December 31, 2025. Percentage salary premiums are based upon the top pay step of the classification currently held by the employee receiving the premium. Employees will begin receiving the appropriate premium in the first payroll period after they provide written notification to the City establishing that they have received one of the degrees below from an accredited institution of higher education:

~~All eligible employees who were required to wear a body worn video prior to the ratification of this Agreement shall receive BWV pay for the time period between the first full pay period following January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement. Any employee who reached the eligible criteria for BWV pay between January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement shall receive the retroactive BWV pay for the portion of the time from becoming eligible moving forward.~~

A. Associate's degree in criminal justice, criminology, law enforcement, forensic

science or a related field if approved by the Chief of Police – 1.5%

B. Bachelor's degree – 4%

6.8 Multilingual Premium Pay - Effective December 31, 2025, employees who are fluent in a language other than English will receive a multilingual premium of 1.5% the top pay step of the classification currently held by the employee receiving the premium. To receive a multilingual premium, employees must demonstrate fluency in an additional language by passing a language proficiency evaluation selected or approved by the City. The Department will pay the cost of the evaluation. Multilingual employees who successfully completed the language verification process during the hiring process will receive the premium; provided the Department may require employees who have not passed a language proficiency evaluation within four (4) years to be reevaluated and pass the evaluation again to continue receiving the premium. Employees receiving a bilingual premium may be redirected to other sworn duties during their work hours to provide translator assistance to others.

6.9 Acting Sergeant Promotional Step Placement - Upon promotion to sergeant an individual who has previously served as an acting sergeant will be given credit, for sergeant step placement purposes, for all of their time served in any acting sergeant assignments worked within twenty-four (24) months prior to promotion. For purposes of calculating time served, all regular assignments shall be counted, except for paid leave that creates an interruption in the acting sergeant assignment for more than fourteen (14) calendar days. Once the hours are counted for which the employee shall be given credit, those hours are used to modify the step placement and step progression schedule for an Officer promoted to Sergeant. One thousand forty-four (1044) hours (six (6) months) is needed for progression to Step 2, and an additional two thousand eighty-eight (2088) hours (one (1) year) for each subsequent step progression. All hours remaining after the meeting the step progression thresholds shall be converted to days using the following formula: employee's hours divided by 5.72 (2088 hours divided by 365 days). The employee's remaining credited days shall then be subtracted from the next step progression date. These calculations are unique to the application of giving credit for acting time and are not intended to alter any other provisions of this Agreement.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid $500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid $550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to $500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, ~~Mounted,~~ Intelligence, ~~Community Police Teams,~~ Proactive Teams, and ~~Gang Unit~~GVR), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section ~~7.3B~~7.3.B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.

B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.

C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.

D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.

E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.

F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.

G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.4.5 Challenges to Transfer Characterization - If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the contract grievance procedure in Article 14.

7.5 Firearms Required/Qualifications

A. No employee shall be required to work without a firearm except as provided below:

1 The Employer may require an employee to work for up to ten (10) days

without a firearm in a position that does not require dealing with the public in person.

2. Within that ten (10) day period the officer will receive a psychological evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the

reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.

7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.

7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.

7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. 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.

7.13 Performance Appraisals.

A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.

B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review

by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

8.1 Employees covered by this Agreement shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of 112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.

8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.

8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(second Monday in October)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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 straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.

8.5 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 Guild from contesting the legality of such practice.

8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid 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.

9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

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

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

9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

9.7 "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.

9.8 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 department head.

9.9 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.

9.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

9.12 Where a LEOFF II 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 or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.

9.13 The Chief of Police shall arrange vacation time for employees on such schedules

as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

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

ARTICLE 11 - MEDICAL COVERAGE

11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.

11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.

11.3 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 care program, as established by the City, for eligible employees and their eligible dependents.

11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medial care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.

11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth ~~at Appendix A~~in Article 14 of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).

11.6 The City shall pay ninety-five percent (95%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining five percent (5%) of the monthly premium cost.

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ninety-five percent (95%) of the additional cost for providing the vision care benefit

under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years 2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.

11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the 2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.

11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier-provided benefits, provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.

11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with ~~section 11.9 of the agreement~~Section 11.8 of this Agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.

11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

11.14 Retiree Medical Trust Contribution

A. The Guild has established participation in a retiree medical plan administered by the PORAC Retiree Medical Trust ('RMT") and has established its own Benefit Trust, which funds contributions to the RMT. The City is not a party to the Guild Trust or RMT and has no obligations for the management, regulatory compliance, benefit payments, or performance of either trust.

B. Employer Contributions. The contributions below will be made by the City to

the Guild's Benefit Trust, which will be responsible for making contributions to the RMT on behalf of eligible employees.

1. Beginning with the paycheck that includes the first day in the month following full ratification of this Agreement, the Employer will contribute $100 per officer per month on behalf of each employee.

2. The Employer will make a one-time contribution of $1000 on behalf of each employee in the bargaining unit on the date this Agreement is fully ratified. The contribution will be processed as part of the payroll process for the first pay period following ratification of the Agreement.

C. Reporting Information. The City shall provide to the Guild the same reporting information for contributions pursuant to this Section as it provides for employee payroll deductions made pursuant to the parties' August 5, 2025, Memorandum of Agreement regarding RMT payroll deductions.

D. Exclusive Purpose of Contributions. The Employer's contributions described in this Section shall be used for the sole purpose of funding the RMT, to be used only to pay for retiree health insurance premiums or other health care expenses as allowed by law under the terms of the RMT.

E. Indemnification. The Employer's sole responsibility shall be the contributions and reports described in this Section. The Employer has no responsibility for the tax or other consequences of any contributions to the RMT made by or on behalf of any employee. The Guild represents and warrants that the RMT, the Medical Expense Reimbursement Plan for the PORAC Retiree Medical Trust, and SPOG's Benefit Trust (and any contributions thereunder) comply in form and operation with all applicable laws, including without limitation the Internal Revenue Code and the Employee Retirement Income Security Act. The Guild agrees to hold harmless, defend, and indemnify the Employer and all of its employees and agents, for all taxes, penalties, costs and expenses (including attorney's fees), and damages of any other kind resulting from or arising in connection with participation by employees in the RMT outside of the Employer's responsibilities.

ARTICLE 12 - DENTAL CARE

12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.

12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be two thousand five hundred dollars ($2,500).

12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of $3,000 in benefits for each eligible individual. For example, if the orthodontic bill is $1,400, the dental program will pay $700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.

13.2 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 and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, 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. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.

13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.

13.4 Sick Leave Incentive - ~~Effective September 1, 1986~~Through December 31, 2025, 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~~:~~. Effective January 1, 2026, the incentive sick leave program will be terminated and no further incentive sick will be earned or accrued; however, employees may still use their previously accrued leave.

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 year;

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 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 13.2 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. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.

H. ~~H.~~ Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

13.5 Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 (as of September 1, 2025) to be eligible for the benefit amount provided in SMC 4.44.020 (as of September 1, 2025), which exceeds the rate required to be paid by State law.

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

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Any dispute between the Employer and the Guild 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. For purposes of processing, grievances will be categorized in two ways: "Discipline Grievances" and "Contract Grievances".

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of "Discipline grievance" including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service 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 grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. 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 Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter

make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall 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.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

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

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, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.

C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline

Grievances, any employee who attends a Discipline Grievance as a witness during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

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 4 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 to this Agreement.

F. Selection of Arbitrators. For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the “List”). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:

1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.

2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.

3. The parties will continue sequentially down the List for all future arbitrations.

4. Within two (2) months of the date of full ratification of this Agreement, the parties will complete the process of preparing a new List. The List will remain in effect until a new collective bargaining agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. ~~The List will be appended to the 2015 - 2020 collective bargaining agreement.~~ In the event either party seeks to modify the selection process in negotiations for the ~~2021~~2028 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.

14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.

14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.

14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.

14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.

14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

14.8 Employees covered by this Agreement 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 may subsequently be addressed through the grievance procedure.

14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of 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 of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

15.4 Subject to the provisions of this Agreement, the Employer reserves the right:

A. To recruit, hire, assign, transfer or promote members to positions within the department;

B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;

C. To determine methods, means, and personnel necessary for departmental operations;

D. To control the departmental budget;

E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and

G. To manage and operate its Departments except as may be limited by provisions of this Agreement.

15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

16.1 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 during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law and State Law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law and State Law are paramount and shall prevail.

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

ARTICLE 19 - SAVINGS CLAUSE

19.1 If any Article of this Agreement or any Addendum hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

20.2 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 Employer and the Guild 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 referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, ~~2023~~2027. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year ~~2023~~2027 (as stipulated in R.C.W. 41.56.440).

21.2 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 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.

21.3 Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

21.4 ~~21.3~~ Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.

21.5 This Agreement will be reopened for the purposes of incorporating any changes awarded through an interest arbitration process during its term.

~~21.4~~21.6 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.

~~21.5~~21.7 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.

~~21.6~~21.8 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

~~21.7~~21.9 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal

process for review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this_____day of_____~~2024~~2025.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance_____.

_____
President

_____
Mayor

_____
Vice President

_____
Secretary/Treasurer

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.

2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.

B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.

C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - ~~CIVILIANS IN~~ THE OFFICE OF POLICE ACCOUNTABILITY STAFFING

The parties agree as follows:

1. ~~At any time after the date of signing, the~~The City may supplement the existing investigator positions with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.

2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case. In the event that a civilian investigator is also assigned to the case, the sworn investigator will be the lead or co-lead for the investigation.

3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.

~~4. The civilianization of OPA shall not result in the reduction of Sergeant FTE's in the Department. The FTE for any Sergeant position removed from OPA shall be transferred to another position in the Department.~~

~~5~~4. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

5. The OPA Director shall have authority to recommend to the Chief of Police the selection and transfer of OPA personnel. As the Appointing Authority of the Department, the Chief of Police shall make the final decision.

6. Provisions within the Agreement regarding transfers shall continue to apply to all transfers to and from OPA.

7. The duration of an OPA assignment is generally two (2) – three (3) years and is at the discretion of the Chief, in consultation with the OPA Director.

8. When transferring a sergeant from OPA, the Chief will give substantial consideration to the sergeant's input into their next assignment.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the "Ordinance" in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the "Agreement" or "CBA") between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:

    A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.

    B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties' agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.

    C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.

4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.

5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.

6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.

7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.

8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.

9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.

11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.

12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight
B. "…Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct…"

The parties agree that the reference to "making findings related to complaints of misconduct" is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority
G. OPA's jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence
C. Only the OPA Director or the OPA Director's designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – *The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members*.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD "in good standing," and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC's authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the C P C must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article ~~3.6G~~3.6K of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article ~~3.6G~~3.6K "where the named employee conceals acts of misconduct" includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes
A (9) The City Attorney's Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney's Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention
F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not "in good standing," SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve "ongoing practices or processes" under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been "eliminated", the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes

A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction

A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

~~August 1989~~	~~LTD~~
December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
~~September 1999~~	~~West Precinct Parking~~
~~March 2000~~	~~Meal reimbursement rate~~
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
~~September 2000~~	~~TRU Reporting, etc.~~
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
~~September 2001~~	~~Loss of Vacation time on LEOFF1~~
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
~~August 2008~~	~~10 Hour Patrol Shifts~~
August 2008	AVL System
August 2008	TRU/COMM
~~September 2008~~	~~Recommendations 9,16,25~~
~~June 2009~~	~~Telephone Subpoenas~~
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
~~February 2013~~	~~Loudermill (Chain of Command/Salary) Article 3 and 6.6~~
~~August 2013~~	~~Sgt Staff Levels~~
~~August 2013~~	~~Confidentiality-Monitor Team~~
~~August 2013~~	~~Changes arising out of implementation of "agreements"~~
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
~~September 2015~~	~~Sgt OPA Tenure, Transfers, and Longevity~~
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation

December 2023	Special Event Premium, Dual Dispatch Pilot and Park Rangers
December 2023	Special Event Staffing Pilot
June 2024	Use of Non-Sworn Police Department Personnel
Various Dates	Various Work Schedule Agreements
September 2022	OPA Civilian Investigators
September 2022	Information Dashboard
August 2024	Media/Public Affairs
January 2025	Special Event Staffing
August 2025	RMT
August 2025	Second RMT
September 2025	Chokeholds
September 2025	Overtime and Leave Issues
October 2025	Backgrounding

APPENDIX G – ~~MISCELANEOUS~~MISCELLANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the ~~2015-2020~~2024-2027 collective bargaining agreement.

~~**Contract Effectiveness**~~

~~Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.~~

~~**Janus Compliance**~~

~~In June of 2018, after the parties had been bargaining for several years, the US Supreme Court issued the *Janus v. AFSCME* decision (Janus). Rather than further delay resolution of the new contract, the parties have agreed to engage in negotiations immediately following ratification of the new Agreement in order to reflect compliance with Janus.~~

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

~~**Transition From DRB to Arbitration.**~~

Sick Leave Policy Revisions

~~All DRB's that are scheduled (meaning a neutral is selected) as of the date the City and Guild TA a new contract and begin the ratification process, will proceed as a DRB. All disciplinary appeals pending after that date will be scheduled as an arbitration, with the parties seeking to mutually agree upon an arbitrator and scheduling a hearing. Unless otherwise mutually agreed, in the event the new CBA is not ratified by either the Guild or the City, any scheduled arbitrations will be converted to a DRB, and all unscheduled appeals will remain as DRB's. The previously selected arbitrator will act as the Chair of the DRB. Assuming the CBA is ratified, the parties will implement the selection process for creation of a panel of arbitrators, as provided in the new CBA.~~

Within thirty (30) days of the date this Agreement has been fully ratified, the parties will meet to complete any needed discussions to finalize updates to the City's Sick Leave policy.

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use "Named Employee" and "complainant" since the examples do not have any specific names attached to them; the actual report would have the complainants name or state "anonymous complainant". Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

APPENDIX I – CARE ALTERNATE CRISIS RESPONSE

The Guild and the City enter into this agreement regarding the City's CARE department and its alternate crisis response function.

1. Non-sworn civilian crisis responders ("CRs") are individuals who work for the City in a position that is designated by the City with the duties to provide assistance to individuals who are experiencing a mental, behavioral, social, and / or emotional incident. CRs are required to have a Bachelor's degree in Social Work, Psychology, or related field; and one year experience working with individuals with mental, behavioral, social, and / or emotional health concerns (or a combination of education and / or training and / or experience which provides an equivalent background required to perform the work of the class). The position is currently titled a Community Crisis Responder; however, a different position title may be used as long as the purpose and minimum requirements for the position are the same.

2. Primary dispatch of CRs can occur for the types of calls set forth in Subparagraphs A-C below; provided that dispatch has confirmed:

   - The individual that is the subject of the call is located in an open public location (meaning an area such as a City street, sidewalk or park) or a publicly-owned building (e.g., City Hall, a library, a community center). The individual is not in a vehicle or private business that is open to the public.
   - The area is not a known hazard (i.e., flagged in CAD).
   - There is no report of aggressive or threatening behavior towards others, destructive or confrontational behavior, or behavior posing a danger to others.
   - There are no visible narcotic paraphernalia or weapons.
   - There are no minors present with the individual who is the subject of the call
   - There is no indication that a crime has occurred.
   - The subject of the call is not located in a homeless encampment, which is defined as four (4) or more tents or structures that appear to a reasonable person to be used for camping.
   - There is no extreme behavior that might warrant investigation for a potential involuntary commitment (e.g., public nakedness accompanied by crisis).

   A. A third-party report of a person in a behavioral health crisis
      For example: a report of a person on a sidewalk yelling delusional statements not directed at anyone. (This is currently generally categorized

as a subset within Priority 3 Crisis calls) This would not include a person in the middle of the street in traffic yelling or an individual on the sidewalk throwing property around.

B. A request by an adult member of the public for shelter resources, food or transportation resources

For example: a request for shelter resources that is not related to criminal reporting or urgent medical need. (This is currently generally categorized as a subset within Assist the Public calls.)

C. A third-party report of a person who appears to be in a physical state that needs to be checked on for their own safety

For example: a person sleeping on a sidewalk in the extreme cold or a person who appears disoriented and is sitting on the public sidewalk in the path of a driveway. (This is currently generally categorized as a subset within Person Down or Welfare check calls.) This would not include an individual with an apparent injury.

3. In instances where a CR checks on a person for the person's own safety, and the CR is unable to get a response from the person, then the call will be treated as a medical emergency.

4. CRs may self-dispatch ("onview") to the same types of calls to which they can be primary dispatched. Any onview must be broadcast over the radio with nature of the call, the location, and an affirmation that no restrictive criteria (see Paragraph 2) are present.

5. No CR may enter a private business/residence/location on a primary dispatched call or self-dispatch other than to debrief with the reporting party after addressing the call. Contact with the individual who is the subject of the 911 call/request for services will occur in an open public location, as defined in Paragraph 2 above. If the subject will not leave a private building upon request of the reporting party, the call will be queued for law enforcement. The restriction in this paragraph will not preclude a CR from entering the premises of a dedicated service provider (e.g., a shelter), which is not the subject's residence, to connect the subject to a representative who can introduce available services (i.e., a "warm handoff"); provided that this exception does not permit onviews precluded by Paragraph 2.

6. If a CR is primary dispatched (or self-dispatched) and upon arrival encounters any of the restrictive criteria (see Paragraph 2) that would have prevented the call from being primary dispatched to a CR had the caller provided that information (or had the information been known), then the CR will advise

dispatch over the air of the updated information and the call will be queued for law enforcement. The CR may remain in the area but will not engage with the subject or will break off any engagement in a prompt and orderly way.

7. Police sergeants may override dispatch on a primary dispatch and/or a CR on a self-dispatch if they are aware of information that would make a civilian primary response inappropriate (e.g., because the subject is known to be violent, there is other police activity in the area, the type of call does not fall under the approved CR responses). The reason for the override will be logged through dispatch.

8. Dual dispatch can occur to three types of calls if the information received by the dispatcher indicates the call is nonviolent:

   A. Person down calls excluded from primary dispatch due to the presence of narcotic paraphernalia and/or the potential crime involved is drug use.

   B. Welfare checks excluded from primary dispatch due to the presence of narcotic paraphernalia, the potential crime involved is drug use, or the fact the subject is in a vehicle (but not in the driver's seat).

   C. Nuisance Calls where a request to move a person from exterior private property that may involve a need for redirection to appropriate resources and does not involve an enforcement request or obstruction sufficient to elicit a Priority 2 classification.

9. Dual dispatch means that police and CR will be dispatched at the same time.

   A. If the police get there first, they assess the situation. They can take immediate action if they believe it is appropriate or wait for the CR if reasonable to do so.

   B. If the CR gets there first, they wait until an officer has assessed the scene in a manner the officer deems appropriate. It will be the Officer's responsibility to make the determination as to who will make the initial direct contact. A CR will not approach unless cleared to do so by the Officer assessing the scene.

   C. After the call is turned over, the Officer may remain at the scene or leave, at the Officer's discretion. While there, the Officer will attempt to keep the scene safe but cannot guarantee the safety of the CR.

   D. The Officer holds the discretion to turn the call over to a CR and to reinsert into the call. The Officer is the ultimate authority on the call.

E. The Officer has the authority to advise the CR to disregard if the officer's assessment is that the CR is inappropriate for the call.

F. Dispatching a CR will not impact the number of officers that are dispatched to the call.

10. Officers may request the assistance of CRs for shelter, food, transportation, or chronic mental health issues.

11. CRs will not intervene in calls/incidents being handled by law enforcement unless approved by an officer.

12. The CRs will be on the same radio frequency as police.

13. The CRs will be responsible for writing a report that will be uploaded into the report writing system utilized by officers so that law enforcement is able to have the follow-up information.

14. Officers remain responsible for all ITAs. If a CR believes an ITA is necessary, they will request an officer.

15. Coordination with CRs is governed by this Appendix. Officers will remain obligated to follow the Department's current de-escalation policy (SDPM 8.100). References in that policy to team tactics and additional resources refer to coordination with and use of additional sworn personnel.

16. The deployment of CR personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and deployment of a CR will not prohibit officers from doing any of the functions the CR are permitted to do or prevent the dispatching of an officer to any of the types of calls that have been identified as permitted for a CR primary or dual dispatch.

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 10/6/2025 11:29:03 AM	
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Move To	0
Table Insert	1
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	760

SEATTLE CITY COUNCIL
CENTRAL STAFF

December 1, 2025

M E M O R A N D U M

To: Seattle City Council
From: Greg Doss Analyst
Subject: CB 121133 – SPOG Collective Bargaining Agreement 2024 - 2027

On December 9, 2024, the Council will discuss and possibly vote on Council Bill (CB) 121133, which would authorize the Mayor to:

1. Implement a proposed Collective Bargaining Agreement (CBA) between the City of Seattle (City) and the Seattle Police Officer's Guild (SPOG) for the period of January 1, 2024, to December 31, 2027.
2. Implement a Memorandum of Understanding (MOU) between the same parties for the purpose of settling grievances and to allow SPD to civilianize recruiting and backgrounding work that might otherwise be performed by sworn officers. The terms of the MOU are ongoing.

This memo will discuss together the financial impacts, new police accountability provisions and operational benefits of the agreements. Copies of both the proposed CBA and MOU are attached to this memo (Attachments 1 and 2, respectively).

Background / Bargaining Process

In 2021, the City's Labor Relations Policy Committee (LRPC)[1] began the development of contract parameters consistent with the processes established in the Seattle Municipal Code (SMC) Section 4.04., and in accordance with the principles expressed in the Accountability Ordinance (ORD 125315) and City Council Resolution (RES) 31930. The City developed parameters under a process that involved a December 2019 public hearing, and with input from representatives of the City's accountability agencies: the Office of Police Accountability (OPA), the Office of the Inspector General for Public Safety (OIG) and the Community Police Commission (CPC). Additionally, representatives of the OPA and OIG acted as advisors during the negotiation process and a Central Staff representative served on the bargaining team.[2]

In February 2024, the Council's Public Safety Committee held a public hearing where staff from the City's accountability agencies recommended a number of police accountability reforms that could be made to the SPOG contract, including the full implementation of the City's 2017

[1] The LRPC serves as the City management team for labor agreement negotiations. The LRPC is established in the Seattle Municipal Code (SMC) 4.04.120(B). LRPC is comprised of the five members of the Executive Labor Committee , as chosen by the Mayor, and the five members of the City Council's Select Labor Committee, as established by Council resolution.
[2] The Central Staff member on the bargaining team keeps Select Labor Committee members apprised of the City's progress toward meeting accountability goals. The representative does not make bargaining decisions.

Accountability Ordinance. Staff from the accountability agencies also indicated a priority for reforms in the following five areas, which will be discussed in more detail below:

1. Frontline Investigations
2. 180-Day timeline for Investigations
3. Flexible use of civilian staff in OPA
4. Discipline appeals process / arbitration
5. Subpoena authority

In May 2024, the Council approved an Interim Agreement that allowed the City and SPOG to address wage, hiring and accountability issues through December 31, 2023. The agreement was "interim" in nature, in that it covered three years (2021-2023) that had already passed since the prior collective bargaining agreement expired. It was also designated as "interim" because the parties agreed to keep negotiating on a forward-looking contract based on the original bargaining proposals, and as guided by the parameters established in 2021 and priorities expressed in the February 2024 Public Safety Committee hearing (see 1-5 above).

The Interim Agreement made some progress towards expressed police accountability goals, including the addition of a new guideline for arbitrators who review disciplinary appeals.[3] In addition, several SPD administrative functions that were mostly performed by police officers can under the IA be handled by civilians, freeing up capacity for SPD to focus its sworn resources on its patrol and criminal investigations functions. More information can be found in the Central Staff Memo on CB 120783, the legislation that adopted the Interim Agreement.

Proposed CBA 2023-2027

CB 121133 would authorize the Mayor to implement a CBA between the City and SPOG. The proposed CBA is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2024, through December 31, 2027. The proposed CBA would cover approximately 983 current employees and 128 former employees at the Seattle Police Department. The proposed CBA would supersede the Collective Bargaining Agreement that expired on December 31, 2020, and the Interim Agreement that was adopted by the Council in May 2024 (discussed above).

Based on current hiring projections, the City Budget Office (CBO) expects that this agreement will also cover approximately 100 net-new officers by the end of 2026. This includes new hires made in November and December of 2025 and hires made throughout 2026.

The remainder of this memorandum provides a summary and analysis of the proposed agreements. Separate sections cover: (i) the key accountability provisions; (ii) the shift of responsibilities to the CARE department; (iii) a review of other key provisions; and (iv) an assessment of the fiscal impacts.

[3] PERC arbitrators who hear appeals in police discipline cases are not currently required to give deference to the Chief's decision on the type or severity of discipline. The IA requires arbitrators to give deference to the Chief's disciplinary decision and makes it less likely that arbitrators would substitute their own judgment for that of the Chief, thereby reducing the likelihood that discipline is overturned or reduced to a level that is unacceptable to SPD management or the public.

The CBA and the 2017 Seattle Accountability Ordinance

Seattle's Accountability Ordinance ORD 125315 mandates police disciplinary reforms, created the OIG, and expanded the powers and scope of the CPC and the OPA. Many of the Ordinance's provisions on police discipline are yet to be implemented as State Labor Law (RCW 41.56) prohibits the City from making unilateral changes to a bargaining unit's wages, hours and working conditions, including disciplinary matters.

Since 2021, the City and SPOG have been in negotiations on dozens of changes on police accountability. The parties were able to reach an agreement that makes progress toward implementing some of the reforms required in the Accountability Ordinance. Some others will require continued negotiation with SPOG or be settled in binding arbitration per RCW 41.56.

Table 1. Key Accountability Provisions expressed at the Public Safety Committee Hearing in February 2024.

Issue	Proposed CBA
1. Frontline Investigations (Supervisor review of minor misconduct)	The current contract allows SPD supervisors to investigate and handle minor misconduct. However, the contract also contains a number of restrictions that have made these line-level/ Frontline Investigations unworkable, and supervisors are currently sending nearly all disciplinary matters to OPA. The Accountability Ordinance describes a more efficient system where supervisors generally handle minor performance issues and OPA prioritizes its investigative resources on serious misconduct allegations that concern public trust. The proposed CBA would streamline Frontline Investigations so that Supervisors may directly investigate and handle minor misconduct without the involvement of OPA. Supervisor handling of minor misconduct will be subject to systemic reviews conducted by the OIG.
2. 180-day investigative timeline	The current contract restricts OPA policy misconduct investigations to 180 days. After that period, the City may no longer impose discipline for violations of SPD policy, unless an exception applies. The contract identifies a number of situations that could trigger the 180-day investigative period. SPD and OPA personnel find the contract language difficult to navigate and are often unsure when the 180-day period would begin. The Accountability Ordinance would remedy this issue by requiring the 180-day period to begin on the date OPA initiates or receives a complaint. The proposed CBA would sync the 180-day start time to the language in the Accountability Ordinance - "the period begins when OPA initiates/ receives a complaint." It further specifies that: • For cases of less than serious acts of misconduct, the 180-day period would begin when a supervisor documents the complaint, a disciplinary procedure made viable by the proposed CBA (see above); and • The 180-day period would begin when OPA personnel are at a crime scene and review video or participate in interviews or when attending a Force Investigation Team session, and thus, are aware of potential policy violations.

Issue	Proposed CBA
3. Flexible use of civilian staff in OPA.	The current contract prohibits civilians from working on any case that could potentially lead to termination. This limitation is at odds with the Accountability Ordinance, which would allow the OPA Director to staff the Office with a mix of civilian and sworn staff, in whatever configuration best supports public trust in the complaint-handling process. The proposed CBA would allow civilians to work on serious misconduct cases, provided that a sworn investigator will also be assigned to the case and will be the lead or co-lead for the investigation.
4. Discipline appeals process	State law and the current contract allows SPOG members to appeal disciplinary decisions through the state's Public Employment Relations Commission (PERC) arbitration process. Pursuant to the terms of the contract, a PERC arbitrator holds a "de-novo" hearing where existing evidence is reexamined, new evidence can be introduced, witnesses can be called, and the arbitrator can reverse some or all of the Chief's disciplinary decision. The contract requires the Arbitrator to apply "an elevated standard of review" if a finding that the misconduct occurred would make it difficult for the employee to get other law enforcement employment. The Accountability Ordinance would make a number of revisions to the contract discipline appeals process. The City is seeking significant reforms in each of the areas noted above. At this stage of the bargaining, after extensive back-and-forth, the parties have reached a formally designated "impasse" on these matters. Under state law (RCW 41.56), the next step in the bargaining process is to have these issues settled through a mandatory, binding arbitration process.
5. Subpoena authority	The current contract prohibits the use of subpoenas to obtain personal information or personal records from bargaining unit members, their families or third parties such as a financial institution or social media company. The Accountability Ordinance would allow OPA and OIG to issue subpoenas, when necessary, to compel officers to provide evidence or testimony that is key to an investigation. The City and SPOG have agreed to table negotiations on this topic. It will *not* be addressed in the upcoming binding arbitration process. The City may resume bargaining on this topic in the next contract cycle.

As noted above, the five priorities were the result of a process where accountability agencies were asked to identify the most important reforms, among many reforms that would be made if the city were able to fully implement all the provisions of the 2017 Accountability Ordinance.

CARE Department Community Crisis Responders (CCRs) and Special Events Staffing

State labor law requires the City to bargain in good faith with SPOG before civilianizing duties that have historically and exclusively been assigned to and performed by SPOG members, including the work of responding to 911-calls. A unilateral decision to shift work away from a bargaining unit is generally found by PERC to be an unfair labor practice, called "skimming," if the evidence shows the contested work has historically and exclusively been performed by that bargaining unit.

In the context of this constraint, the City successfully negotiated with SPOG to achieve additional flexibility in assigning certain bodies of work. In December 2023, the Council passed ORD 126958, which authorized the Mayor to implement a Memorandum of Understanding (MOU) between the City and SPOG. The MOU covered the period of October 1, 2023, through January 2, 2026. Among other provisions, the MOU implemented the following:

- **CCR Deployment** - Allows the City to conduct a Dual Dispatch Alternative 911 Response Pilot Project for Person Down and Wellness Check calls that would otherwise receive a sworn response. The officer maintains the responsibility to make the determination as to who will make the initial direct contact with the subject of the call. The City can employ up to 24 CARE CCRs to co-respond to 911 calls.
- **Special Events Staffing** - Allows the City additional flexibility to use limited commission and noncommission employees to fill special event assignments. For example, when building a special event staffing plan, SPD may expand its use of Parking Enforcement Officers (PEOs) by filling posts that might otherwise be filled with SPOG members, where legally allowable and within public safety constraints.
- **Special Events Premium** - All SPOG employees who earn overtime (1.5x pay) for special events, in accordance with the MOU, will receive an additional stipend of $225 for each event. The stipends cost the City approximately $4.5 million in each of 2024 and 2025.

The proposed CBA would remove the cap on the number of CCRs that can be employed by the CARE Department. It would also allow for sole dispatch of CCR responders in a number of situations:

- A report of a person in behavioral crisis;
- A request for shelter resources, food or transportation resources;
- A report of a person who appears to be in a physical state that needs to be checked on for their own safety; and
- Self-dispatch to any call that meets the above criteria.

The above criteria would expand the types of calls that CCRs can respond to. The proposed CBA would, however, set limits on CCR deployment in certain circumstances. CCRs could not be dispatched by themselves to homelessness encampments or calls about individuals that are showing signs of violence, may have committed a crime, or are located in restricted areas such as a private business, residence or other non-public area. A police Sergeant may override sole dispatch if they are aware of information that would make a CCR deployment inappropriate (e.g., the subject has a history of violence). Dual-dispatch may occur for some Person Down, Wellness Check and Nuisance Calls that do not qualify for sole dispatch of CCRs due to evidence of narcotics or the subject is in a vehicle.

The proposed CBA would make permanent the City's increased flexibility to use PEOs to staff special events. The proposed CBA would also make permanent the special events stipend and increase it from $225 to $250 per event. Annual costs for the stipend are included in the fiscal section of this memo.

Other Changes

Increased Civilianization of Sworn Functions

The proposed CBA would allow the City to assign civilians to augment the work of SPOG members who currently perform backgrounding and recruiting work.

Retiree Medical Trust

The collective bargaining agreement establishes a retiree medical plan (Retiree Medical Trust or RMT) administered by the Peace Officers Research Association of California. The City has agreed to provide SPOG members a one-time contribution of $1,000 and a monthly contribution of $100.

Language and Education Premiums

The collective bargaining agreement provides for three new premiums including:

- A 1.5 percent premium for an employee who is fluent in another language;
- A 1.5 percent premium for an employee who holds an Associate's degree in criminal justice, criminology, law enforcement, forensic science or a related field; and
- A 4.0 percent premium for an employee who holds a Bachelor's degree from an accredited institution.

Education premiums for associate and bachelor's degrees are mutually exclusive. City Labor Relations staff indicate that Education premiums in this collective bargaining agreement are in alignment with premiums in all other West Coast 7 agencies. Comparative analysis was conducted for Long Beach, Oakland, Portland, Sacramento, San Diego, San Francisco and San Jose, and revealed all cities had premiums associated with advanced degrees or training.

Miscellaneous Provisions

As noted above, the MOU attached to CB 121133 would settle a number of union grievances. The proposed CBA would eliminate the City's Sick Leave Incentive Program consistent with state law requirements. A number of changes in the proposed CBA are incorporating existing agreements or MOUs that are already in effect. Finally, OPA files will be retained for 10-years post-employment instead of six years post-employment. This change effectuates state law requirements.

Fiscal Impacts

As noted above, the proposed CBA makes changes to officer wages, increases and makes permanent a special events premium, establishes and funds an RMT, establishes new education and language premiums, settles prior contract grievances and eliminates a sick leave incentive program consistent with changes to state law. Fiscal impacts for these changes are shown in Table 1.

Table 1. Four-year costs of proposed CBA

SPOG 2024-2027					
		2024 (Year 1)	**2025** (Year 2)	**2026** (Year 3)	**2027** (Year 4)
		Baseline 2024 actuals (FPR)	2025 Adopted + 11.5m added for staffing increase	2026 Proposed Budget (2025 ongoing + 2026 hiring)	2027 Expected Budget (2026 ongoing, backfill hiring only)
		$206,734,208	$221,500,000	$233,500,000	$244,400,000
2024 AWI cost over baseline	6.00%	$12,404,052			
2025 AWI cost over baseline	4.10%		$22,916,390		
2026 AWI cost over baseline	2.70%			$31,114,674	
2027 CPI min of 3% max of 4% AWI cost over baseline (assuming 4% for costing)	4.0%				$43,645,821
AWI 4 year total increase over baseline					
Special event premium cost				$4,450,000	$4,450,000
RMT one time payment 1k per person				$1,100,000	
RMT $100 per month per person				$1,320,000	$1,440,000
Parking and special event grievances				$500,539	
Incentive sick leave removal				($355,267)	($355,267)
Language premium 1.5%				$476,306	$495,359
Language premium testing cost				$26,640	
Education incentive (4% BA, 1.5% AA in related				$3,969,220	$4,127,989
Total over baseline each year		**$12,404,052**	**$22,916,390**	**$42,602,113**	**$53,803,902**

The proposed CBA provides for a six percent wage adjustment in 2024, a 4.1 percent wage adjustment in 2025, a 2.7 percent wage adjustment in 2026, and a minimum of a three percent wage adjustment with up to a maximum of a four percent wage adjustment in 2027 (contingent on Consumer Price Index-Washington or CPI-W data). The cost figures for these wage adjustments shown in the table above reflect the compounding impact of these annual increases. So, for example, the $22.9 million cost reported for 2025 includes both the 6% increase for 2024 and 4.1% increase for 2025.

In 2026, the 1.5 percent language premium will cost approximately $193 per month for a Police Officer and $222 per month for a Sergeant who qualify for the premium and work a full-time schedule. The total cost of the premium is $476,000 in 2026 and $495,000 in 2027. Costs assume that 12 percent of SPOG members will qualify for the premium.

Like the language premium, the 1.5 percent associate's degree premium will in 2026 cost approximately $193 per month for a Police Officer and $222 per month for a Sergeant who qualify for the premium.

The four percent bachelor's degree premium will cost approximately $514 per month for a Police Officer and $592 per month for a Sergeant who qualify for the premium and work a full-time schedule. Education premiums reflect an assumption that up to 20 percent of SPD officers have an associate's degree and up to 30 percent of officers have a bachelor's degree. Labor Relations staff have estimated degree completion at rates similar to other law enforcement agencies.

The total cost for education premiums is estimated at $4.0 million in 2026 and $4.1 in 2027. Premiums would also apply to overtime hours worked, which are assumed at levels funded in the 2026 Proposed Budget. The Executive estimates that the aggregate wage costs, and the added premiums and special pays, would cost approximately $131 million above the baseline contract over the four-year period of the contract.

Sustainability

The City anticipated significant aspects of the compensation terms reflected in the proposed bill and has held financial reserves to address the costs of the contract through 2026. The Executive indicates that it will address spending needs for 2027 through the 2027-2028 Proposed Budget process.

Based on current hiring projections, the City Budget Office (CBO) expects that this agreement will also cover approximately 100 net-new officers by the end of 2026. This includes new hires made in November and December of 2025 and throughout 2026. All cost estimates above reflect achievement of budgeted growth in 2025 and 2026.

Cost projections do not account for any additional officer growth in 2027, which at current hiring rates may result in the addition of 86 new officers above attrition levels. The City would in 2027 need to add to the SPD budget funding for the new officers at a compensation rate commensurate with the proposed CBA.

Next Steps

The proposed CBA has been approved by the membership of SPOG. Under Washington state labor law, the Council must either approve or reject the proposed CBA. Approval of the proposed CBA occurs if a simple majority of the Council votes to ratify it. The Council has no authority to change the version of the proposed CBA as bargained at the table, ratified by the union members, and submitted to Council for a vote.

The bill will be introduced on December 2, 2025, and a final vote is expected at the full Council on December 9, 2025. If CB 121133 is approved by the Council, the Mayor would have authority to implement the proposed CBA with SPOG. The associated funding required for officer wage increases and backpay for 2024 and 2025 would need to be appropriated through separate legislation, which is expected to be transmitted to Council in 2026.

Please let me know if you have any questions. Thank you.

Attachments

1. City Interim Agreement with the Seattle Police Officer's Guild – 2024-2027 SPOG CBA Comparison
2. MOU for SPOG Agreement

cc: Ben Noble, Central Staff Director

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, ~~2023~~2027

TABLE OF CONTENTS

Page

PREAMBLE iii

ARTICLE 1 RECOGNITION AND BARGAINING UNIT 1

ARTICLE 2 UNION MEMBERSHIP AND DUES 4

ARTICLE 3 DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS
~~6~~5

ARTICLE 4 EMPLOYMENT PRACTICES ..... ~~23~~26

ARTICLE 5 HOURS OF WORK AND OVERTIME ..... ~~28~~31

ARTICLE 6 SALARIES ..... ~~35~~42

ARTICLE 7 DEPARTMENTAL WORK RULES ..... ~~41~~48

ARTICLE 8 HOLIDAYS ..... ~~48~~55

ARTICLE 9 VACATIONS ..... ~~50~~57

ARTICLE 10 PENSIONS ..... ~~53~~60

ARTICLE 11 MEDICAL COVERAGE ..... ~~54~~61

ARTICLE 12 DENTAL CARE ..... ~~57~~65

ARTICLE 13 SICK LEAVE AND LONG-TERM DISABILITY ..... ~~58~~66

ARTICLE 14 GRIEVANCE PROCEDURE ..... ~~60~~68

ARTICLE 15 MANAGEMENT RIGHTS ..... ~~67~~75

ARTICLE 16 PERFORMANCE OF DUTY ..... ~~69~~77

ARTICLE 17 RETENTION OF BENEFITS ..... ~~70~~78

ARTICLE 18 SUBORDINATION OF AGREEMENT ..... ~~71~~79

ARTICLE 19 SAVINGS CLAUSE ..... ~~72~~80

ARTICLE 20 ENTIRE AGREEMENT ..... ~~73~~81

ARTICLE 21 DURATION OF AGREEMENT ..... ~~74~~82

APPENDIX A BODY WORN VIDEO ..... ~~76~~85

APPENDIX B FALSE ARREST ..... ~~77~~86

APPENDIX C EQUIPMENT REQUIRED ..... ~~78~~87

APPENDIX D ~~CIVILIANS IN~~ THE OFFICE OF POLICE ACCOUNTABILITY STAFFING……...79

APPENDIX E ACCOUNTABILITY LEGISLATION ..... ~~80~~90

APPENDIX F INCORPORATED MOUS AND OTHER AGREEMENTS

ON ONGOING PRACTICES AND POLICIES ..... ~~93~~103

APPENDIX G MISCELLANEOUS ..... ~~94~~104

APPENDIX H CLASSIFICATION REPORT EXAMPLES ..... ~~96~~105

APPENDIX I CARE ALTERNATE CRISIS RESPONSE 106

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Wāshington (RCW) 41.26.520 (2).

1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.

B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.

C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

~~2.1 Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.~~

2.1 The Guild will be provided with a reasonable amount of time to meet with each new officer after they are sworn in by the Department and are in Post BLEA, typically within two weeks of being sworn.

~~Employees, by the above language, have the option of either:~~
~~A. Joining the Seattle Police Officers' Guild.~~
~~B. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.~~
~~C. Paying an agency fee to the Guild without any membership rights.~~
~~D. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.~~
~~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.~~
~~All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.~~
~~Failure by an employee to abide by the above provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of State Law, City Charter and Civil Service Rules which provisions are paramount and shall prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.~~

2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

2.3 The City 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 Guild. ~~In addition, the City agrees to deduct from the paycheck of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid in lieu of Guild dues. The amounts~~The Guild will provide written notice to the City of those employees who have authorized dues deduction and any employee who has revoked their authorization. The City will implement new or changed dues authorizations no later than the second payroll period after receipt of written notice from the Guild. Dues deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. ~~Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request~~The City shall provide the Guild with a report twice monthly with the deductions made itemized by employee. The performance of this function is recognized as a service to the Guild by the City.

2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues ~~check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership,~~deduction system, unless caused by the City's willful negligence. ~~The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.~~

2.5 The City shall provide the Guild with a "Union Employee Report" on a monthly basis. The completed categories of the "Union Employee Report" shall be those that exist in the January 2024 "Union Employee Report".

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, INTERNAL INVESTIGATION PROCEDURES AND POLICE OFFICERS' BILL OF RIGHTS

3.1 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 Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.

3.3 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 or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, 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. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: 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.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

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

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, a member of the employee's chain of command, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.

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

F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the

Mayor and City Council. In stating his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

A. Except in criminal investigations, no later than thirty (30) days after receipt of a complaint by OPA, OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; ~~or~~ 2) if the complaint/case has been referred to the chain of command, notify the employee and the Guild; or 3) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) the procedures it intends to use in investigating the complaint (e.g., OPA investigation ~~or Frontline Investigation~~). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.

~~B.~~ Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a verdict in criminal trial, whichever is later. ~~The 180 Start Date begins on the earliest of the following:~~

~~i) Receipt/initiation of a complaint by the OPA;~~

~~ii) Receipt/initiation of a formal complaint by a sworn supervisor alleging facts that, if true, could without more constitute a serious act of misconduct violation, as long as the supervisor forwards the matter to OPA within forty-eight (48) hours of receipt. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes documented action to handle the complaint (for example a documentation in the performance appraisal system);~~

~~iii) For incidents submitted to the Chain of Command in Blue Team (or its successor), fourteen (14) days after the date on which the initial supervisor submits the incident for review to the Chain of Command;~~

~~iv) OPA personnel present at the scene of an incident; or~~

~~v) If the Office of the Inspector General (OIG) is present at the scene of an incident at which OPA is not present, and if OIG subsequently files a complaint growing out of the incident, the date of the incident.~~

Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction, whichever is earlier.

C. The 180 Start Date begins on receipt/initiation of a complaint by the OPA.

D. For purposes of this section, receipt/initiation of a complaint by the OPA will also be deemed to have occurred:

1. On the date of an incident if (a) OPA personnel were present at the scene and reviewed incident video, participated in employee interviews or attended a FIT breakout session; or (b) if OIG personnel were present and subsequently filed a complaint arising out of the incident.

2. For incidents submitted to the Chain of Command in Blue Team (or its successor), the date on which the incident was forwarded to OPA by a supervisor.

3. The date detailed in Section 3.8.C.7 for cases of less than serious acts of misconduct that are handled by the chain of command.

~~For purposes of (iii) above, if following a~~Where the OPA has not opened an investigation after receiving a forwarded Blue Team entry, ~~the Chain of Command concludes that no misconduct occurred,~~ and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, ~~then~~ a new 180 Start Date ~~is~~will be triggered on the date that the new material evidence of serious misconduct is ~~provided~~received by the OPA.

E. Automatic Extension of the 180 Day Time Period - In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type III use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e., if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

F. Suspension of the 180 Day Time Period

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

2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level.

3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.

~~4. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the~~

~~clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).~~

G. ~~C.~~ 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.

2. The OPA may request an extension for reasons other than the reasons listed above; however, any denial shall not be subject to subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.

3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.

4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

H. ~~D.~~ 180 Start Date ~~Re-calculation~~Re-Calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.

2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of Force in the same incident that was serious misconduct, which was not previously reported to OPA, then the recalculated 180 Start Date from the Bias/Pursuit incident will be applied to the Type I Use of Force.

I. ~~E.~~ 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 (see Article 3.12) by that City agency.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement,

including the notice requirements for in- person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

J. ~~F.~~ Administrative Misconduct Interviews

1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.

2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.

4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. Persons in attendance at OPA interviews will be limited to the

employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.

6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.

7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.

K. ~~G.~~ Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) 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.

L. ~~H.~~ Unless pursuant to a court order or by operation of law, access to OPA files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human

Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, 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.

M. ~~I.~~ OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.

N. ~~J.~~ An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.

O. ~~K.~~ To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in ~~3.6H~~3.6L. It is understood that an officer's personal identifying information shall be redacted from all records released to the extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of this Section 3.6.~~K~~O.

P. ~~L.~~ OPA files ~~shall be retained based on their outcome. Investigations resulting in findings of "Sustained"~~ shall be retained for the duration of City

employment plus ~~six~~ten (~~6~~10) years, or longer if any action related to that employee is ongoing. ~~Investigations resulting in a finding of not sustained shall be retained for three (3) years plus the remainder of the current year. OPA files resulting in a not sustained finding may be retained by OIG for purposes of systemic review for a longer period of time, so long as the files do not use the name of the employee that was investigated.~~

3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

3.8 Supervisor Policy and Performance Review and Frontline Investigations - The parties recognize that OPA is responsible for reviewing/investigating allegations of serious misconduct, as defined by Policy 5.002 (Responsibilities of Employees Concerning Alleged Policy Violation). The employee's chain of command has primary responsibility for resolving performance issues and allegations of minor policy violations that do not meet the definition of serious misconduct ("less than serious misconduct"). Allegations of less than serious misconduct may result in the employee's chain of command using either Supervisor Policy and Performance Review or a Frontline Investigation. At its discretion, OPA may defer, after review, allegations of serious misconduct to the employee's chain of command for handling in the same manner as a less than serious misconduct allegation. The Supervisor Policy and Performance Review and Frontline Investigation processes described below will become effective upon publication of corresponding revisions to the SPD manual. Such revisions to the processes described below and to Policy 5.002, and any future revisions to such, will be negotiated with the Guild prior to implementation.

A. Complaints Received/Initiated by OPA

1. Where allegations limited to less than serious misconduct are submitted directly to OPA, OPA will forward those allegations to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation, as determined by the chain of command.

2. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will not necessitate the review/investigation of the facts of the alleged less than serious misconduct, OPA will forward the allegations of less than serious misconduct to the employee's chain of command for review and disposition. The chain of command will use the Supervisor Policy and Performance Review process or a Frontline Investigation. However, where a performance issue or less than serious misconduct has been repeated despite being previously addressed through discipline or repeated counseling and retraining at the chain of command level, the chain of command may elect to return the matter to OPA.

3. Where a complaint received by OPA includes allegations of serious and less than serious misconduct, and OPA determines the investigation into the facts of the alleged serious misconduct will necessitate the review/investigation of the facts related to the alleged less than serious misconduct, OPA will investigate all of the allegations. Once the investigation is completed, the investigation will be sent to the chain of command for the disposition of the less than serious misconduct allegations through a Supervisor Policy and Performance Review or discipline up to a written reprimand, as determined by the chain of command, via a Frontline Investigation.

B. Complaints Received/Initiated by the Chain of Command - When performance issues or allegations of less than serious misconduct are raised by the chain of command or are received by the chain from the community, sergeants are responsible for determining whether the appropriate response to the issue/incident involves a Supervisor Policy and Performance Review or a Frontline Investigation. In making their determination, sergeants will consider the type of conduct and whether the conduct has been repeated. In instances where the conduct is such that it may warrant a disciplinary response, the Frontline Investigation process will be used. Where performance issues or less than serious misconduct persist despite being previously addressed through discipline as the result of a Frontline Investigation, the issue will be referred to

OPA for investigation.

C. Frontline Investigations

1. The Frontline Investigation will be handled by a supervisor who holds the permanent rank of Lieutenant or higher (the "Frontline Supervisor").

2. ~~3.8 Frontline Investigations - For any complaint that will be handled using the Frontline process (i.e. – an investigation involving a minor policy violation that is handled by the Chain of Command), the Bill of Rights shall apply. A supervisor will not impose discipline as a result of a Frontline investigation, and instead it will be handled as a performance matter. The result(s) will be recorded in writing within the Department's performance evaluation system.~~ Upon opening a Frontline Investigation, the ~~supervisor~~Frontline Supervisor will issue a Frontline Investigation Form (the "Form") to the named employee and the Guild. The Form will ~~identify for the employee the allegation, the right of the employee to have a Guild Representative (Guild Rep), and the fact that the statement is voluntary unless the employee requests it be compelled. The supervisor will audio record the employee statement. The Form will be given to the employee prior to the interview.~~ include or be accompanied by the information identified in Section 3.6A subsections (i), (iii), and (iv).

3. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. At least seventy-two (72) hours prior to an interview, the Frontline Supervisor shall provide notice to the employee being interviewed. The notice shall include all notice required by 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The Form shall be provided together with the notice of the interview, if the Form has not been previously provided to the employee. No employee may be interviewed until the employee has been provided the Form.

4. The Frontline Supervisor will audio record the employee's statement. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.

5. If, during the ~~employee's statement the supervisor~~course of the interview the Frontline Supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a ~~minor~~less than serious policy violation ~~to which~~suitable for a Frontline ~~is applicable~~Investigation, the supervisor may continue the interview in the new area after providing the

employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the ~~matter~~potential serious misconduct will be immediately referred to OPA. ~~The Guild will be allowed reasonable on-duty release time for a Guild Rep to provide representation during the statement if requested by the employee.~~

6. If the Frontline Supervisor determines it is warranted, the Frontline Supervisor may impose discipline up to a written reprimand. The result(s) of a Frontline Investigation, which will include the findings on the alleged policy violations and, if sustained, a description of the conduct that is the basis for the finding, will be recorded in writing within the Department's Blue Team (or successor) system. The employee and the Guild will be notified of the entry into the Department system.

7. Except as provided above and Article 3.6.B, C, and K, during the Frontline Investigation the ~~Article 3~~ provisions of Section 3.6 related to OPA investigations shall not apply ~~if and until the matter is retained by OPA. If OPA retains the case upon review, the digital recording will be transcribed~~. All Frontline ~~investigations~~Investigations shall be subject to audit for systemic review by the OIG. ~~All Frontline Investigations will be completed within twenty-eight (28) days of the supervisor opening the investigation. In the event of any delay in obtaining a Guild Rep, this time period will be extended by the amount of the delay. The completed Frontline file will be forwarded to OPA upon completion to ensure it is thorough and complete. In the event OPA returns the Frontline for additional investigation or consideration, the above provisions will continue to apply. In the event a matter is retained by OPA, the Article 3 provisions related to OPA investigations will be effective immediately. The date for provision of the five (5)-day and thirty (30)-day notices will begin to run from when OPA takes control of the investigation. OPA will provide a notice to the Chain of Command and the Guild on the date that it takes control of the investigation. The~~For cases of less than serious acts of misconduct, the 180 Start Date will begin ~~on~~with the ~~date~~receipt of information where the supervisor takes ~~action by opening the Frontline investigation~~a documented action to handle the complaint (e.g., an entry in the performance appraisal system ("PAS") or successor), less any time by which the investigation was delayed in order to obtain a Guild ~~Rep.~~representative. Written notice of proposed discipline issued by a Frontline Supervisor will be treated as a proposed Disciplinary Action Report (see Section 3.5.F) for purposes of calculating the 180 day period to investigate less than serious misconduct (see Section 3.6.B).

D. Supervisor Policy and Performance Review

1. Less than serious policy violations addressed via a Supervisor Policy and Performance Review will not result in discipline.

2. The employee's immediate supervisor will conduct an informal investigation. If the supervisor needs to discuss the alleged less than serious policy violation with the employee, the immediate supervisor shall notify the employee that discipline cannot result from the conversation.

3. If the supervisor determines that a complaint is not sustained or does not require further action (e.g., because it does not involve an alleged policy violation), that conclusion will be documented in the Department's Supervisor Engagement Tracking System. If the supervisor counsels and/or reviews a policy with the employee, the date of the discussion and the policy reviewed will be documented in PAS.

4. All Supervisor Policy and Performance Review shall be subject to audit for systemic review by the OIG.

5. If the supervisor becomes aware of potential misconduct that is potentially serious misconduct, the Supervisor Policy and Performance Review will cease, and the potentially serious misconduct will be immediately referred to OPA.

3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

A. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.

C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation.

Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee's complaint history.

3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer's complaint history. Good faith means:

   a. The officer actively listens to the perspective of the other party; and
   b. The officer fully communicates his/her own position and engages in the discussion.

   Good faith does not require the officer to agree to any particular resolution of a complaint.

5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.

6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.

7. Time spent at the mediation shall be considered on-duty time.

8. The panel of mediators will be jointly selected by the OPA and the

Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

A. ~~The parties agree to pilot a process of~~ Rapid Adjudication ~~during the term of this Agreement. There are situations~~may be initiated by the employee or OPA, as set forth below. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.

B. 1. Employee Initiated.

Included ~~in the initial notice~~with the classification report will be information about the Rapid Adjudication process. Within ~~five~~fourteen (~~5~~14) calendar days of receiving the ~~initial notice under 3.6.A~~classification report, the employee may request ~~starting~~ Rapid Adjudication by submitting a written request to OPA. The OPA (in consultation with the Chief or designee) will have ~~ten~~twenty-one (~~10~~21) calendar days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the ~~30-day period for submittal of the classification report~~Guild and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than ~~three~~twenty-seven (~~3~~27) ~~days~~hours. The employee shall have ~~five~~fourteen (~~5~~14) calendar days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the ~~30 and~~ 180-day ~~timelines re-started~~timeline resumed at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is

appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee and the Guild explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within ~~five~~fourteen (~~5~~14) calendar days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

3. Rapid Adjudication Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute Rapid Adjudication if requested by the employee. An employee may request Rapid Adjudication at any time during an investigation by submitting a written request to OPA. Any such request will toll the 180-day timeline starting on the date the employee's written request is received by OPA. OPA (in consultation with the Chief or designee) shall respond to the request within fourteen (14) calendar days of receiving the request with notification of either a denial of the request or an Acceptance Notice to the employee and the Guild. If an Acceptance Notice is provided, the procedures outlined above shall apply. If the employee's request is denied, the investigation and the 180-day timeline will resume on the date of the denial.

C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The

discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.

B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:

1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and

2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental

criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police Officers' Guild representative present at the interview should you choose."

C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:

1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences, including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.

2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise.

3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.

4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.

5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her

resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.

7. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.

B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.

C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.

D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.

4.2 Personnel Files

A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.

B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) 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 the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

4.4 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

4.5 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.

4.6 In-Service Training

A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:

1. Diversity and Ethics Training.
2. Emergency Vehicle Operation.
3. Defensive Tactics.
4. New technology.

Those topics that are not subjects of training in one year shall be subjects in the following year.

B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.

C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).

D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her Chain of Command. The Department will have sixty (60) days to remedy the situation.

E. Members shall be required to report in writing any approved training course they take.

4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars ($20.00) a month for parking during working hours only, or twenty-five dollars ($25.00) a month for parking during working hours and all other hours.

4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

4.8 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 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.

4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.

A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.

B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.

C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who shall attend and participate at JLMC meetings in the absence of regular members.

4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.

4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.

4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.

4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.

4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.

4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on- duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

4.13 Meal Reimbursement - The reimbursement rate for meals that are reimbursed pursuant to City and Department policies and practices will be the rate established by the federal government. Employees will not be required to submit receipts for meals and may retain the unspent portion of an advance provided for meals.

ARTICLE 5 - HOURS OF WORK ~~AND~~, OVERTIME, AND SPECIAL EVENTS

5.1 Hours of Duty – The normal work ~~week for members affected by~~schedule for all employees subject to this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. ~~The normal work day for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in~~ All shifts will include one (1) or more paid meal periods. Each unit will have one of the assigned normal work schedules below. Employees will be assigned a normal work schedule consistent with their assigned unit. Unless otherwise provided in this Agreement (e.g., Section 5.3), the normal work schedule assignments in place for each unit on the effective date of this Agreement will not be changed except through the bargaining process required by RCW 41.56

5.1.1 4/10 Schedule - Four (4) consecutive ten- (10) hour days followed by three (3) days off. All personnel working a 4/10 schedule will have a twenty-eight- (28) day FLSA work period.

A. Rotating Patrol Schedule. For officers assigned to the rotating patrol schedule, the watch hours for the 4/10 schedule will be:

1st shift watch – 0400 to 1400

2nd shift watch – 1100 to 2100

3rd shift watch – 1900 to 0500

The days of work for the 4/10 rotating patrol schedule will be:

Precinct	Schedule Position 1	Schedule Position 2
North	Saturday, Sunday, Monday, ***Tuesday***	***Tuesday***, Wednesday, Thursday, Friday
South/Southwest	Friday, Saturday, Sunday, ***Monday***	***Monday,*** Tuesday, Wednesday, Thursday
East	***Thursday***, Friday, Saturday, Sunday	Monday, Tuesday, Wednesday, ***Thursday***
West	***Friday***, Saturday, Sunday, Monday	Tuesday, Wednesday, Thursday, ***Friday***

*The day listed is the day 3rd Watch starts their shift. Overlap days are in italics and bold.

~~5.1 patrol, employees~~All officers and sergeants on the 4/10 rotating patrol schedule will rotate from Schedule Position 1 to Schedule Position 2 or from Schedule Position 2 to Schedule Position 1 every four (4) months. Calculation of the four- (4) month rotation will start on February 15th, 2023, and rotate on a schedule of sixteen (16) weeks, twenty (20) weeks, sixteen (16) weeks (repeating). This will ensure that the rotations always occur in February, June, and October. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift~~,~~ to check out and finish shift completion tasks. ~~Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in patrol, Canine, Mounted, Harbor and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Communications Center shall be six (6)~~

B. Non-Rotating 4/10 Schedules. The days of week and shift hours for units assigned to a 4/10 schedule other than the rotating patrol schedule vary from the schedule described in Paragraph A above. The schedule patterns are: paired Monday-Thursday/Tuesday-Friday workdays; paired Sunday-Wednesday/Wednesday-Saturday workdays; or Tuesday-Saturday workdays. A unit on the non-rotating 4/10 shall have one of the schedule patterns. Employees will be assigned to one side of the paired schedule and do not rotate to the other side. If required by their assignment, employees working non-rotating schedules shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.2 9/80 Schedule. A combination of eight (8) nine- (9) hour days and one eight- (8) hour day on duty that results in eighty (80) scheduled work hours during a fourteen- (14) day period. All personnel working a 9/80 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.3 4/2 Schedule. Four (4) consecutive nine- (9) hour days ~~worked~~ followed by two (2) ~~consecutive~~ days off~~, adjusted to provide one hundred and four (104) furlough days per year~~. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. ~~An employee may, subject to~~ All personnel working a 4/2 schedule will have a twenty-four- (24)-day FLSA work period.

5.1.4 24-Hour. One (1) twenty-four- (24) hour day, followed by one (1) day off, followed by one (1) twenty-four- (24) hour day followed by five (5) days off. All personnel working a 24-hour schedule will have a twenty-four- (24)-day FLSA work period. Employees shall be allowed to return to their assigned station no more than fifteen (15) minutes prior to the end of the assigned shift to check out and finish shift completion tasks.

5.1.5 5/2 Schedule. Five (5) consecutive eight- (8) hour days on duty followed by two (2) days off. Personnel not otherwise assigned to an alternate schedule in the paragraphs above will work the 5/2 schedule. All personnel working a 5/2 schedule will have a twenty-eight- (28) day FLSA work period.

5.1.6 Circle Furlough. Subject to administrative approval, an employee may elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

~~When the Department implements a ten (10)-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol nine (9)-hour day will be eliminated or modified as appropriate.~~

~~1st Shift: 0600-1600~~
~~2nd Shift: 1000-2000~~
~~3rd Shift: 1500-0100~~
~~4th Shift: 1900-0500~~
~~5th Shift: 2400-1000~~
~~Fixed Shift: 1900-0500*~~

~~*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.~~

~~For ninety (90) days after the initial implementation, the Department may adjust the above shift start times by thirty (30) minutes earlier or later. After the ninety (90) days the shift times are fixed. Any adjustment to the shift times must be made Departmentwide.~~

~~Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:~~

~~Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3~~
~~Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4~~

5.1.7 ~~5.1.1~~ Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.

5.1.8 ~~5.1.2~~ In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign ~~bargaining unit members working a five (5) days-on, two (2) days-off schedule to work overtime~~officers who are not assigned to the rotating patrol schedule or assigned through their unit (e.g., Traffic, SWAT) if more staffing is required; before, finally, assigning overtime to ~~employees in~~additional officers working the rotating patrol schedule.. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.

5.1.9 ~~5.1.3~~ The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.

5.2 Process for Staffing Special Events - The parties agree that the practice of "red dot days" that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.

B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.

C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and Seafair, as provided at section 5.1.2 of this Agreement.

D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled

overtime. If less than seventy-two (72) hours' notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days' notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

5.3 Premium for Volunteers for Special Events

A. The determination of the staffing needed for each special event has been made by the Department through its Seattle Police Operations Center ("SPOC"). This consideration takes into account a variety of factors, including without limitation the size and location of the event, the extent to which the event is anticipated to require the skills of commissioned officers as opposed to other non-commissioned employees, any unique circumstances regarding the event that present unique safety issues for officers and/or the community, and the availability of commissioned officers. The parties also recognize i) the need to ensure sufficient staffing for other work that requires the expertise and training of commissioned officers; ii) the value of expanding the pool of officers willing to volunteer for special event work in order to minimize drafting; and iii) the value of creating an incentive for current officers to continue their work at the City.

B. The Department, acting through SPOC, will determine both the number of City personnel needed at the special event and the appropriate mix of commissioned and/or non-commissioned City personnel to staff the event. Once a determination as to how many commissioned officers and sergeants are needed, the Department will request volunteers from the Guild bargaining unit to fill that pre-determined number of commissioned positions needed for the event. While the ultimate staffing determination will be made by the Department, the parties will establish a quarterly meeting to discuss any problems or concerns related to special event staffing. Specific suggestions made by the Guild will be considered in good faith by the Department.

C. Once the staffing plan for a special event is set, the Department will put out the volunteer opportunities to fully commissioned personnel as described

below. Employees who volunteer during the volunteer period and who are selected to work the special event will be paid a special event premium for working the special event. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked. For special events that occur between January 2, 2024, and the beginning of the first pay period following full ratification of this Agreement, the special event premium will be $225. For special events that occur on or after the beginning of the first pay period following full ratification, the special event premium will be $250.

1. Events with more than 60 days' notice, the volunteer period will be open until at least 45 days before the event.

2. Events with between 60 and 45 days' notice, the volunteer period will be open for at least one week.

3. Events with less than 45 days' notice or if there are unanticipated changes to a pre-planned event that require significant additional staff, the Department will determine whether to have a volunteer period and the duration of the volunteer period; provided that the Department will not unreasonably refuse to permit a volunteer period to avoid the special event premium.

D. If the fully-commissioned positions in the special event staffing plan are not filled by volunteers from the Guild bargaining unit, each position may be filled by either limited-commission/non-commissioned City personnel or, where necessary, the Department may draft Guild bargaining unit members. The determination to use limited-commission/non-commissioned personnel or uniformed police officers for each of the remaining positions shall be made by the Department.

E. For closed (not open to the public) corporate events or commercial/media/film events, employees may volunteer for overtime at 1.5 times their regular hourly rate of pay but will not receive a special event premium. The timeline for volunteering for such events will be determined by the Department following consultation with the Guild. If there are insufficient volunteers, fully-commissioned personnel positions may be contracted out to a third-party uniformed police officer provider.

5.4 ~~5.3~~ Alternative Shifts – The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those

identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.

5.5 ~~5.4~~Overtime - Except as otherwise provided in this Article, employees ~~on a five (5) day schedule~~ shall be paid at the rate of time and one-half (1 1/2) for: all hours worked in excess of ~~eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day and for all hours~~the employee's regularly scheduled daily work hours (e.g., 8 hours for employees working a 5/2 Schedule, 9 or 8 hours as applicable for employees working a 9/80, 10 hours for employees working a 4/10 Schedule, etc.); and all hours worked on a scheduled furlough day. ~~Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) in one (1) day and for all hours worked on a scheduled furlough day.~~

A. Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

B. The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

C. An employee on vacation may voluntarily work an overtime detail unrelated to their normal assignment. The employee shall receive overtime compensation for the detail.

5.6 Directed Overtime - Employees will receive overtime compensation for all hours worked outside of their assigned normal work schedule if directed to do so by the Employer. For purposes of this Section, if an employee's schedule is adjusted with adequate notice as permitted by this Agreement (see, e.g., Section 7.3), the adjusted work schedule will be treated as their normal work schedule.

5.7 ~~5.5~~Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

5.8 ~~5.6~~Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.

B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.

C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.

D. Officers subpoenaed for telephonic/video court appearances during off-duty hours shall receive a minimum of two (2) hours overtime at time and one-half their regular rate of pay for such actual appearances, except for telephonic/video appearances that fit within the definition of shift extension for court. Such shift extensions shall be governed by Section 5.7.A. If an officer travels to a Department facility to make the telephonic/video appearance, the officer shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay.

E. ~~D.~~ There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example,

an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

F. ~~E.~~ For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.9 ~~5.7~~ Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.10 ~~5.8~~ Compensatory Time

A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.

B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.

C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next payday.

D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).

E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.11 ~~5.9~~On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this ~~Article 5.9~~Section 5.10.

A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.

B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.

C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.

D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.12 ~~5.10~~Call back from Vacation

A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day, or being paid the greater of the minimum call back payment (three (3) hours

at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.13 ~~5.11~~ Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.14 ~~5.12~~ Off-duty Employment and Return to Duty

A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or

2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. ~~Effective~~Retroactive to January ~~6~~3, ~~2021~~2024, the base wage rates, which include an across- the-board increase of ~~1.3~~6.0%, for the classifications covered by this Agreement shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~7,061~~9,182	$~~7,572~~9,847	$~~7,916~~10,295	$~~8,220~~10,689	$~~8,633~~11,226	$~~9,245~~12,023
Police Sergeant	$~~9,516~~12,374	$~~9,927~~12,909	$~~10,638~~13,834			

B. ~~Effective~~Retroactive to January ~~5~~1, ~~2022~~2025, the base wage rates, which include an across- the-board increase of ~~6.4~~4.1% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~7,513~~9,558	$~~8,057~~10,251	$~~8,423~~10,717	$~~8,746~~11,127	$~~9,186~~11,686	$~~9,837~~12,516
Police Sergeant	$~~10,125~~12,881	$~~10,562~~13,438	$~~11,319~~14,401			

C. Effective ~~January 4~~December 31, ~~2023~~2025, the base wage rates, which include ~~a total~~an across- the-board increase of ~~15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase)~~2.7% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$~~8,662~~9,816	$~~9,290~~10,528	$~~9,712~~11,006	$~~10,084~~11,427	$~~10,591~~12,002	$~~11,342~~12,854

Police Sergeant	$~~11,674~~13,229	$~~12,178~~13,801	$~~13,051~~14,790

D. Effective December 30, 2026, the base wage rates for the classifications covered by this Agreement will be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W (June 2025 – June 2026) with a minimum increase of 3% and a maximum increase of 4%.

6.2 The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of ~~3.5~~4.0% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of ~~3.5~~4.0%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase. ~~Effective January 1, 2019, the City's match shall increase to 4% of the top step base salary of Police Officer.~~

6.3 The City may hire employees, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step five, depending upon prior experience.

6.4 Assignment Premiums - Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

Assignment	Percentage
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%
Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%

Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%
Canine Officer, while assigned from any classification in Section 6.1	3%
SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the ~~Mounted Patrol and the~~ Harbor Unit~~. Police Officers and Sergeants assigned to~~, CRG, ART, CRT, the D.W.I. Squad and A.M./P.M. Enforcement Squads~~ will also be eligible to receive patrol premium pay. (however, they have not been eligible for patrol longevity, effective the first pay period after ratification they will become eligible for patrol longevity).~~.~~

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as

specified in Section 6.1. There will be no pyramiding of ~~specialty~~assignment pays.

6.5 ~~6.4.1~~ Longevity Premiums. Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

Longevity	Percentage
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the ~~Mounted Patrol, the~~ Harbor unit, SWAT, ~~and~~ Canine units, Traffic, Motorcycles, GVR, CRG, CRT and ART units), and those Sergeants assigned to OPA, will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule~~. Effective the first pay period following ratification, Traffic and Gangs will be eligible for longevity pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:~~:

Longevity	Percentage
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%

Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%
Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.6 ~~6.5.2~~ Body Worn Video (BWV) Pay

- An ~~Effective the first pay period after January 1, 2018, an~~ additional two percent (2%) of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

6.7 Education Premiums - The education premiums below will be effective December 31, 2025. Percentage salary premiums are based upon the top pay step of the classification currently held by the employee receiving the premium. Employees will begin receiving the appropriate premium in the first payroll period after they provide written notification to the City establishing that they have received one of the degrees below from an accredited institution of higher education:

~~All eligible employees who were required to wear a body worn video prior to the ratification of this Agreement shall receive BWV pay for the time period between the first full pay period following January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement. Any employee who reached the eligible criteria for BWV pay between January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement shall receive the retroactive BWV pay for the portion of the time from becoming eligible moving forward.~~

A. Associate's degree in criminal justice, criminology, law enforcement, forensic

science or a related field if approved by the Chief of Police – 1.5%

B. Bachelor's degree – 4%

6.8 Multilingual Premium Pay - Effective December 31, 2025, employees who are fluent in a language other than English will receive a multilingual premium of 1.5% the top pay step of the classification currently held by the employee receiving the premium. To receive a multilingual premium, employees must demonstrate fluency in an additional language by passing a language proficiency evaluation selected or approved by the City. The Department will pay the cost of the evaluation. Multilingual employees who successfully completed the language verification process during the hiring process will receive the premium; provided the Department may require employees who have not passed a language proficiency evaluation within four (4) years to be reevaluated and pass the evaluation again to continue receiving the premium. Employees receiving a bilingual premium may be redirected to other sworn duties during their work hours to provide translator assistance to others.

6.9 Acting Sergeant Promotional Step Placement - Upon promotion to sergeant an individual who has previously served as an acting sergeant will be given credit, for sergeant step placement purposes, for all of their time served in any acting sergeant assignments worked within twenty-four (24) months prior to promotion. For purposes of calculating time served, all regular assignments shall be counted, except for paid leave that creates an interruption in the acting sergeant assignment for more than fourteen (14) calendar days. Once the hours are counted for which the employee shall be given credit, those hours are used to modify the step placement and step progression schedule for an Officer promoted to Sergeant. One thousand forty-four (1044) hours (six (6) months) is needed for progression to Step 2, and an additional two thousand eighty-eight (2088) hours (one (1) year) for each subsequent step progression. All hours remaining after the meeting the step progression thresholds shall be converted to days using the following formula: employee's hours divided by 5.72 (2088 hours divided by 365 days). The employee's remaining credited days shall then be subtracted from the next step progression date. These calculations are unique to the application of giving credit for acting time and are not intended to alter any other provisions of this Agreement.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid $500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid $550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to $500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, ~~Mounted,~~ Intelligence, ~~Community Police Teams,~~ Proactive Teams, and ~~Gang Unit~~GVR), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section ~~7.3B~~7.3.B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.

B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.

C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.

D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.

E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.

F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.

G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.4.5 Challenges to Transfer Characterization - If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the contract grievance procedure in Article 14.

7.5 Firearms Required/Qualifications

A. No employee shall be required to work without a firearm except as provided below:

1. The Employer may require an employee to work for up to ten (10) days

without a firearm in a position that does not require dealing with the public in person.

2. Within that ten (10) day period the officer will receive a psychological evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the

reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.

7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.

7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.

7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. 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.

7.13 Performance Appraisals.

A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.

B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review

by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

8.1 Employees covered by this Agreement shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of 112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.

8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.

8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(second Monday in October)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 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 straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.

8.5 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 Guild from contesting the legality of such practice.

8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 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 employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid 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.

9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

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

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

9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

9.7 "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.

9.8 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 department head.

9.9 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.

9.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

9.12 Where a LEOFF II 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 or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.

9.13 The Chief of Police shall arrange vacation time for employees on such schedules

as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

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

ARTICLE 11 - MEDICAL COVERAGE

11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.

11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 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.

11.3 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 care program, as established by the City, for eligible employees and their eligible dependents.

11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medial care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.

11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth ~~at Appendix A~~in Article 14 of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).

11.6 The City shall pay ninety-five percent (95%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining five percent (5%) of the monthly premium cost.

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ninety-five percent (95%) of the additional cost for providing the vision care benefit

under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years 2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.

11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the 2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.

11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier-provided benefits, provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.

11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with ~~section 11.9 of the agreement~~Section 11.8 of this Agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.

11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

11.14 Retiree Medical Trust Contribution

A. The Guild has established participation in a retiree medical plan administered by the PORAC Retiree Medical Trust ('RMT") and has established its own Benefit Trust, which funds contributions to the RMT. The City is not a party to the Guild Trust or RMT and has no obligations for the management, regulatory compliance, benefit payments, or performance of either trust.

B. Employer Contributions. The contributions below will be made by the City to

the Guild's Benefit Trust, which will be responsible for making contributions to the RMT on behalf of eligible employees.

1. Beginning with the paycheck that includes the first day in the month following full ratification of this Agreement, the Employer will contribute $100 per officer per month on behalf of each employee.

2. The Employer will make a one-time contribution of $1000 on behalf of each employee in the bargaining unit on the date this Agreement is fully ratified. The contribution will be processed as part of the payroll process for the first pay period following ratification of the Agreement.

C. Reporting Information. The City shall provide to the Guild the same reporting information for contributions pursuant to this Section as it provides for employee payroll deductions made pursuant to the parties' August 5, 2025, Memorandum of Agreement regarding RMT payroll deductions.

D. Exclusive Purpose of Contributions. The Employer's contributions described in this Section shall be used for the sole purpose of funding the RMT, to be used only to pay for retiree health insurance premiums or other health care expenses as allowed by law under the terms of the RMT.

E. Indemnification. The Employer's sole responsibility shall be the contributions and reports described in this Section. The Employer has no responsibility for the tax or other consequences of any contributions to the RMT made by or on behalf of any employee. The Guild represents and warrants that the RMT, the Medical Expense Reimbursement Plan for the PORAC Retiree Medical Trust, and SPOG's Benefit Trust (and any contributions thereunder) comply in form and operation with all applicable laws, including without limitation the Internal Revenue Code and the Employee Retirement Income Security Act. The Guild agrees to hold harmless, defend, and indemnify the Employer and all of its employees and agents, for all taxes, penalties, costs and expenses (including attorney's fees), and damages of any other kind resulting from or arising in connection with participation by employees in the RMT outside of the Employer's responsibilities.

ARTICLE 12 - DENTAL CARE

12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.

12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be two thousand five hundred dollars ($2,500).

12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of $3,000 in benefits for each eligible individual. For example, if the orthodontic bill is $1,400, the dental program will pay $700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.

13.2 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 and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, 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. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.

13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.

13.4 Sick Leave Incentive - ~~Effective September 1, 1986~~Through December 31, 2025, 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~~:~~. Effective January 1, 2026, the incentive sick leave program will be terminated and no further incentive sick will be earned or accrued; however, employees may still use their previously accrued leave.

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 year;

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 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 13.2 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. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.

H. ~~H.~~ Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

13.5 Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 (as of September 1, 2025) to be eligible for the benefit amount provided in SMC 4.44.020 (as of September 1, 2025), which exceeds the rate required to be paid by State law.

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

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Any dispute between the Employer and the Guild 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. For purposes of processing, grievances will be categorized in two ways: "Discipline Grievances" and "Contract Grievances".

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of "Discipline grievance" including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service 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 grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. 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 Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter

make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall 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.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

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

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, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.

C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline

Grievances, any employee who attends a Discipline Grievance as a witness during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

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 4 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 to this Agreement.

F. Selection of Arbitrators. For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the “List”). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:

1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.

2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.

3. The parties will continue sequentially down the List for all future arbitrations.

4. Within two (2) months of the date of full ratification of this Agreement, the parties will complete the process of preparing a new List. The List will remain in effect until a new collective bargaining agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. ~~The List will be appended to the 2015 - 2020 collective bargaining agreement.~~ In the event either party seeks to modify the selection process in negotiations for the ~~2021~~2028 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.

14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.

14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.

14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.

14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.

14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

14.8 Employees covered by this Agreement 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 may subsequently be addressed through the grievance procedure.

14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.

14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of 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 of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

15.4 Subject to the provisions of this Agreement, the Employer reserves the right:

A. To recruit, hire, assign, transfer or promote members to positions within the department;

B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;

C. To determine methods, means, and personnel necessary for departmental operations;

D. To control the departmental budget;

E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and

G. To manage and operate its Departments except as may be limited by provisions of this Agreement.

15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

16.1 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 during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law and State Law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law and State Law are paramount and shall prevail.

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

ARTICLE 19 - SAVINGS CLAUSE

19.1 If any Article of this Agreement or any Addendum hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

20.2 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 Employer and the Guild 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 referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, ~~2023~~2027. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year ~~2023~~2027 (as stipulated in R.C.W. 41.56.440).

21.2 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 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.

21.3 Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

21.4 ~~21.3~~ Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.

21.5 This Agreement will be reopened for the purposes of incorporating any changes awarded through an interest arbitration process during its term.

~~21.4~~21.6 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.

~~21.5~~21.7 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.

~~21.6~~21.8 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

~~21.7~~21.9 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal

process for review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this_____day of_____~~2024~~2025.

SEATTLE POLICE OFFICERS' GUILD	THE CITY OF SEATTLE Executed under the Authority of Ordinance_____.
_____ President	_____ Mayor
_____ Vice President	
_____ Secretary/Treasurer	

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.

2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.

B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.

C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - ~~CIVILIANS IN~~ THE OFFICE OF POLICE ACCOUNTABILITY STAFFING

The parties agree as follows:

1. ~~At any time after the date of signing, the~~The City may supplement the existing investigator positions with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.

2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case. In the event that a civilian investigator is also assigned to the case, the sworn investigator will be the lead or co-lead for the investigation.

3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.

~~4. The civilianization of OPA shall not result in the reduction of Sergeant FTE's in the Department. The FTE for any Sergeant position removed from OPA shall be transferred to another position in the Department.~~

~~5~~4. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

5. The OPA Director shall have authority to recommend to the Chief of Police the selection and transfer of OPA personnel. As the Appointing Authority of the Department, the Chief of Police shall make the final decision.

6. Provisions within the Agreement regarding transfers shall continue to apply to all transfers to and from OPA.

7. The duration of an OPA assignment is generally two (2) – three (3) years and is at the discretion of the Chief, in consultation with the OPA Director.

8. When transferring a sergeant from OPA, the Chief will give substantial consideration to the sergeant's input into their next assignment.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the "Ordinance" in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the "Agreement" or "CBA") between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:

   A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.

   B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties' agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.

   C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.

4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.

5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.

6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.

7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.

8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.

9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.

11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.

12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight
B. "…Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct…"

The parties agree that the reference to "making findings related to complaints of misconduct" is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority
G. OPA's jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence
C. Only the OPA Director or the OPA Director's designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – *The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members*.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD "in good standing," and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC's authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the C P C must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article ~~3.6G~~3.6K of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article ~~3.6G~~3.6K "where the named employee conceals acts of misconduct" includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes
A (9) The City Attorney's Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney's Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention
F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not "in good standing," SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve "ongoing practices or processes" under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been "eliminated", the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes
A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction
A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

~~August 1989~~	~~LTD~~
December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
~~September 1999~~	~~West Precinct Parking~~
~~March 2000~~	~~Meal reimbursement rate~~
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
~~September 2000~~	~~TRU Reporting, etc.~~
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
~~September 2001~~	~~Loss of Vacation time on LEOFF1~~
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
~~August 2008~~	~~10 Hour Patrol Shifts~~
August 2008	AVL System
August 2008	TRU/COMM
~~September 2008~~	~~Recommendations 9,16,25~~
~~June 2009~~	~~Telephone Subpoenas~~
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
~~February 2013~~	~~Loudermill (Chain of Command/Salary) Article 3 and 6.6~~
~~August 2013~~	~~Sgt Staff Levels~~
~~August 2013~~	~~Confidentiality-Monitor Team~~
~~August 2013~~	~~Changes arising out of implementation of "agreements"~~
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
~~September 2015~~	~~Sgt OPA Tenure, Transfers, and Longevity~~
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation

December 2023	Special Event Premium, Dual Dispatch Pilot and Park Rangers
December 2023	Special Event Staffing Pilot
June 2024	Use of Non-Sworn Police Department Personnel
Various Dates	Various Work Schedule Agreements
September 2022	OPA Civilian Investigators
September 2022	Information Dashboard
August 2024	Media/Public Affairs
January 2025	Special Event Staffing
August 2025	RMT
August 2025	Second RMT
September 2025	Chokeholds
September 2025	Overtime and Leave Issues
October 2025	Backgrounding

APPENDIX G – ~~MISCELANEOUS~~MISCELLANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the ~~2015-2020~~2024-2027 collective bargaining agreement.

~~Contract Effectiveness~~

~~Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.~~

~~Janus Compliance~~

~~In June of 2018, after the parties had been bargaining for several years, the US Supreme Court issued the *Janus v. AFSCME* decision (Janus). Rather than further delay resolution of the new contract, the parties have agreed to engage in negotiations immediately following ratification of the new Agreement in order to reflect compliance with Janus.~~

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

~~Transition From DRB to Arbitration.~~

Sick Leave Policy Revisions

~~All DRB's that are scheduled (meaning a neutral is selected) as of the date the City and Guild TA a new contract and begin the ratification process, will proceed as a DRB. All disciplinary appeals pending after that date will be scheduled as an arbitration, with the parties seeking to mutually agree upon an arbitrator and scheduling a hearing. Unless otherwise mutually agreed, in the event the new CBA is not ratified by either the Guild or the City, any scheduled arbitrations will be converted to a DRB, and all unscheduled appeals will remain as DRB's. The previously selected arbitrator will act as the Chair of the DRB. Assuming the CBA is ratified, the parties will implement the selection process for creation of a panel of arbitrators, as provided in the new CBA.~~

Within thirty (30) days of the date this Agreement has been fully ratified, the parties will meet to complete any needed discussions to finalize updates to the City's Sick Leave policy.

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use "Named Employee" and "complainant" since the examples do not have any specific names attached to them; the actual report would have the complainants name or state "anonymous complainant". Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

APPENDIX I – CARE ALTERNATE CRISIS RESPONSE

The Guild and the City enter into this agreement regarding the City's CARE department and its alternate crisis response function.

1. Non-sworn civilian crisis responders ("CRs") are individuals who work for the City in a position that is designated by the City with the duties to provide assistance to individuals who are experiencing a mental, behavioral, social, and / or emotional incident. CRs are required to have a Bachelor's degree in Social Work, Psychology, or related field; and one year experience working with individuals with mental, behavioral, social, and / or emotional health concerns (or a combination of education and / or training and / or experience which provides an equivalent background required to perform the work of the class). The position is currently titled a Community Crisis Responder; however, a different position title may be used as long as the purpose and minimum requirements for the position are the same.

2. Primary dispatch of CRs can occur for the types of calls set forth in Subparagraphs A-C below; provided that dispatch has confirmed:

   - The individual that is the subject of the call is located in an open public location (meaning an area such as a City street, sidewalk or park) or a publicly-owned building (e.g., City Hall, a library, a community center). The individual is not in a vehicle or private business that is open to the public.
   - The area is not a known hazard (i.e., flagged in CAD).
   - There is no report of aggressive or threatening behavior towards others, destructive or confrontational behavior, or behavior posing a danger to others.
   - There are no visible narcotic paraphernalia or weapons.
   - There are no minors present with the individual who is the subject of the call
   - There is no indication that a crime has occurred.
   - The subject of the call is not located in a homeless encampment, which is defined as four (4) or more tents or structures that appear to a reasonable person to be used for camping.
   - There is no extreme behavior that might warrant investigation for a potential involuntary commitment (e.g., public nakedness accompanied by crisis).

   A. A third-party report of a person in a behavioral health crisis
      For example: a report of a person on a sidewalk yelling delusional statements not directed at anyone. (This is currently generally categorized

as a subset within Priority 3 Crisis calls) This would not include a person in the middle of the street in traffic yelling or an individual on the sidewalk throwing property around.

B. A request by an adult member of the public for shelter resources, food or transportation resources

For example: a request for shelter resources that is not related to criminal reporting or urgent medical need. (This is currently generally categorized as a subset within Assist the Public calls.)

C. A third-party report of a person who appears to be in a physical state that needs to be checked on for their own safety

For example: a person sleeping on a sidewalk in the extreme cold or a person who appears disoriented and is sitting on the public sidewalk in the path of a driveway. (This is currently generally categorized as a subset within Person Down or Welfare check calls.) This would not include an individual with an apparent injury.

3. In instances where a CR checks on a person for the person's own safety, and the CR is unable to get a response from the person, then the call will be treated as a medical emergency.

4. CRs may self-dispatch ("onview") to the same types of calls to which they can be primary dispatched. Any onview must be broadcast over the radio with nature of the call, the location, and an affirmation that no restrictive criteria (see Paragraph 2) are present.

5. No CR may enter a private business/residence/location on a primary dispatched call or self-dispatch other than to debrief with the reporting party after addressing the call. Contact with the individual who is the subject of the 911 call/request for services will occur in an open public location, as defined in Paragraph 2 above. If the subject will not leave a private building upon request of the reporting party, the call will be queued for law enforcement. The restriction in this paragraph will not preclude a CR from entering the premises of a dedicated service provider (e.g., a shelter), which is not the subject's residence, to connect the subject to a representative who can introduce available services (i.e., a "warm handoff"); provided that this exception does not permit onviews precluded by Paragraph 2.

6. If a CR is primary dispatched (or self-dispatched) and upon arrival encounters any of the restrictive criteria (see Paragraph 2) that would have prevented the call from being primary dispatched to a CR had the caller provided that information (or had the information been known), then the CR will advise

dispatch over the air of the updated information and the call will be queued for law enforcement. The CR may remain in the area but will not engage with the subject or will break off any engagement in a prompt and orderly way.

7. Police sergeants may override dispatch on a primary dispatch and/or a CR on a self-dispatch if they are aware of information that would make a civilian primary response inappropriate (e.g., because the subject is known to be violent, there is other police activity in the area, the type of call does not fall under the approved CR responses). The reason for the override will be logged through dispatch.

8. Dual dispatch can occur to three types of calls if the information received by the dispatcher indicates the call is nonviolent:

   A. Person down calls excluded from primary dispatch due to the presence of narcotic paraphernalia and/or the potential crime involved is drug use.

   B. Welfare checks excluded from primary dispatch due to the presence of narcotic paraphernalia, the potential crime involved is drug use, or the fact the subject is in a vehicle (but not in the driver's seat).

   C. Nuisance Calls where a request to move a person from exterior private property that may involve a need for redirection to appropriate resources and does not involve an enforcement request or obstruction sufficient to elicit a Priority 2 classification.

9. Dual dispatch means that police and CR will be dispatched at the same time.

   A. If the police get there first, they assess the situation. They can take immediate action if they believe it is appropriate or wait for the CR if reasonable to do so.

   B. If the CR gets there first, they wait until an officer has assessed the scene in a manner the officer deems appropriate. It will be the Officer's responsibility to make the determination as to who will make the initial direct contact. A CR will not approach unless cleared to do so by the Officer assessing the scene.

   C. After the call is turned over, the Officer may remain at the scene or leave, at the Officer's discretion. While there, the Officer will attempt to keep the scene safe but cannot guarantee the safety of the CR.

   D. The Officer holds the discretion to turn the call over to a CR and to reinsert into the call. The Officer is the ultimate authority on the call.

E. The Officer has the authority to advise the CR to disregard if the officer's assessment is that the CR is inappropriate for the call.

F. Dispatching a CR will not impact the number of officers that are dispatched to the call.

10. Officers may request the assistance of CRs for shelter, food, transportation, or chronic mental health issues.

11. CRs will not intervene in calls/incidents being handled by law enforcement unless approved by an officer.

12. The CRs will be on the same radio frequency as police.

13. The CRs will be responsible for writing a report that will be uploaded into the report writing system utilized by officers so that law enforcement is able to have the follow-up information.

14. Officers remain responsible for all ITAs. If a CR believes an ITA is necessary, they will request an officer.

15. Coordination with CRs is governed by this Appendix. Officers will remain obligated to follow the Department's current de-escalation policy (SDPM 8.100). References in that policy to team tactics and additional resources refer to coordination with and use of additional sworn personnel.

16. The deployment of CR personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and deployment of a CR will not prohibit officers from doing any of the functions the CR are permitted to do or prevent the dispatching of an officer to any of the types of calls that have been identified as permitted for a CR primary or dual dispatch.

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 10/6/2025 11:29:03 AM	
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Changes:	
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Move To	0
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Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	760

MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officers' Guild

The Seattle Police Officers Guild ("Guild") and the City of Seattle ("City") enter into this agreement to increase the City's backgrounding capacity and resolve grievances related to parking at the Seattle Police Department ("SPD") headquarters and certain grievances related to prior special events.

AGREEMENT

The Guild and the City agree as follows:

A. The City may utilize non-bargaining unit resources for recruiting and backgrounding processes subject to the following:
    1. SPD retains the hire/no hire decision.
    2. During periods when the City is utilizing civilians for backgrounding work, backgrounding staff will include at least seven officers and one sergeant (not including the Polygraph unit).
    3. During periods when the City is utilizing civilians for recruiting work, recruiting staff will include at least one sergeant.
    4. Oral boards and polygraphs will not be conducted by non-SPD personnel.

B. To resolve the grievances relating to parking at SPD headquarters, SPD will provide nineteen (19) parking spots at SPD headquarters at no cost to the SPOG bargaining unit members. The nineteen (19) spots will be allotted to the following assignments: three (3) parking spots for the Policy Research Section, two (2) parking spots for those assigned to the Front Desk, three (3) spots for the Force Review Unit, and eleven (11) spots for HR assignments, which include recruiting, backgrounding, polygraph, and the HR sergeant. For the parking spots allotted to the HR assignments, the spots will be allocated based on HR assignment seniority, which shall be established by taking the employees unit seniority from each of the units in HR and combining it into one seniority list.

C. To resolve the grievances related to certain special events:
    1. The City will pay the difference between double the regular rate and one and one-half times the regular rate for hours worked to SPOG members who were drafted and worked the following:
        a. a 2021 or 2022 Seahawks game,
        b. a September 4, 2021, event, or
        c. the MLK event on January 17, 2022.

2. SPOG members who were drafted for and worked the MLK event on January 17, 2022, will also receive eight hours of holiday leave.
3. SPOG members who were drafted for and worked the October 7, 2021, Seahawks game will also receive compensation equal to 10 hours of work at their regular rate.
4. SPOG members who were drafted for and worked as bike trained officers at the November 3 and 4, 2020, protest events will receive compensation equal to one and a half times their hours worked.
5. Rates of pay will be calculated based on the SPOG members rate of pay on the date of the event, including any applicable retroactive wage increases from the 2021-2023 Collective Bargaining Agreement.

D. SPOG withdraws the following grievances:
    1. 2022-0006—HQ Parking (Backgrounds)
    2. 2022-0008—HQ Parking (Policy Research Section)
    3. 2022-0009—HQ Parking (Morrison-Front Desk)
    4. 2024-0010—HQ Parking (FRU)
    5. 2020-0004—Special Events (Nov. 3rd and 4th, 2020)
    6. 2021-0014—Special Events (Home Seahawks Games 2021)
    7. 2021-0016—Special Events (October 7th Seahawks Game)
    8. 2022-0001—Special Events (MLK 2022)
    9. 2022-0005—Special Event (Home Seahawks Games 2022)
E. This Agreement is non-precedential.
F. This Agreement shall not be used for anything other than enforcement and implementation of the terms herein.
G. This Agreement is a compromise of disputed claims. The parties do not admit any wrongdoing and do not concede or waive their respective positions.
H. This agreement is effective from the date of signing.

Signed this __th day of _____, 2025.

For the City:

_____
_____, City of Seattle

For the Guild:

_____
President, Seattle Police Officers' Guild

File #: CB 121131, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment, commonly referred to as the Pay Zone Ordinance; adjusting the pay zone structures for 2026 for the City's discretionary pay programs; and ratifying and confirming certain prior acts.

WHEREAS, the Accountability Pay for Executives Program is set forth in Seattle Municipal Code (SMC) Section 4.20.380, which provides for adjustments to the pay zones based on a biennial labor market analysis of selected benchmark titles as recommended by the Seattle Human Resources (SDHR) Director; and

WHEREAS, the Manager and Strategic Advisor Compensation Program is set forth in SMC Section 4.20.390, which provides for adjustments to the pay zones based on a biennial labor market analysis of selected benchmark titles as recommended by the SDHR Director; and

WHEREAS, the Electric Utility Executive Compensation Program is set forth in SMC Section 4.20.401, which provides for adjustments to the pay zones at least every two years as recommended by the SDHR Director; and

WHEREAS, the Information Technology Professional Compensation Program is set forth in SMC Section 4.20.430, which provides for adjustments to the pay zones based on a biennial labor market analysis of selected benchmark titles as recommended by the SDHR Director; and

WHEREAS, the Investments/Debt Director Compensation Program is set forth in SMC 4.20.450, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, Ordinance 118851, Ordinance 119954, Ordinance 120119, Ordinance 120819, and Ordinance 126193 provide that the SDHR Director shall act on behalf of the Legislative Department's appointing authority to recommend all future adjustments to pay bands in the Legislative Department Broadbands; and

WHEREAS, the Power Marketing Compensation Program was established by Ordinance 119351, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, the City Light General Manager and Chief Executive Officer Compensation Program was established by Ordinance 121176 and Ordinance 124507, which together provide for adjustments to the pay band at least every two years as recommended by the SDHR; and

WHEREAS, Ordinance 121787 established the Mayoral Staff Assistant Discretionary Pay Program and provides for future adjustments to the pay zones to be consistent with cost-of-living adjustments awarded to non-represented City Step Pay Program titles; and

WHEREAS, the Assistant City Attorney Discretionary Pay Program was established by Ordinance 122007, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, the Seattle Police Chief Compensation Program was established by Ordinance 124510, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director for approval by the City Council; and

WHEREAS, the Magistrate Compensation Program was established by Ordinance 124586, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, the Seattle Public Utilities General Manager and Chief Executive Officer Compensation Program was established by Ordinance 125164, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, the Seattle Information Technology Chief Technology Officer Compensation Program was established by Ordinance 126029, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director; and

WHEREAS, the Seattle Fire Chief Compensation Program was established by Ordinance 126513, which provides for adjustments to the pay band at least every two years as recommended by the SDHR Director for approval by the City Council; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Adjusting the pay zones in the Accountability Pay for Executives (APEX) Program. As recommended by the Seattle Human Resources Director, the pay zones in the APEX Program will be adjusted as shown below. The rates for 2026 shall be effective December 31, 2025.

APEX Titles	**2026 Pay Zone Rates**
Executive 1	$56.60 - $93.41
Executive 2	$66.88 - $110.35
Executive 3	$78.96 - $130.31
Executive 4	$93.16 - $153.70

Section 2. Adjusting the pay zones in the Manager and Strategic Advisor Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones in the Manager and Strategic Advisor Compensation Program will be adjusted as shown below. The adjustments to each pay zone shall encompass all occupational groups that constitute the class series. The rates for 2026 shall be effective December 31, 2025.

Manager Titles2026 Pay Zone Rates	
Manager 1 (all classes)	$51.88 - $77.82
Manager 2 (all classes)	$56.57 - $84.88
Manager 3 (all classes)	$61.90 - $92.84
Strategic Advisor Titles	**2026 Pay Zone Rates**
Strategic Advisor 1 (all classes)	$51.88 - $77.82
Strategic Advisor 2 (all classes)	$56.57 - $84.88

Strategic Advisor 3 (all classes)	$61.90 - $92.84

Section 3. Adjusting the pay zones in the Electric Utility Executive (EUE) Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones for titles in the EUE Compensation Program shall be adjusted as shown below. The rates for 2026 shall be effective December 31, 2025.

EUE Titles2026 Pay Zone Rates	
Electric Utility Executive 1	$68.04 - $108.83
Electric Utility Executive 2	$78.22 - $125.14
Electric Utility Executive 3, Director	$101.99 - $163.19
Electric Utility Executive 3, Officer	$116.65 - $186.65

Section 4. Adjusting the pay zones in the Information Technology Professional (ITP) Compensation Pay Program. As recommended by the Seattle Human Resources Director, the pay zones in the ITP Compensation Program will be adjusted as shown below. The rates for 2026 shall be effective December 31, 2025.

ITP Titles2026 Pay Zone Rates	
Information Technology Professional A, Exempt (Non-represented)	$62.26 - $93.41
Information Technology Professional B (Non-Represented)	$54.52 - $81.84
Information Technology C (Non-Represented)	$47.69 - 71.53

Section 5. Adjusting the pay zones in the Investments/Debt Director Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones for the following titles shall be adjusted as shown below. The rates for 2026 shall be effective December 31, 2025.

Investments/Debt Director Titles2026 Pay Zone Rates	
Investments/Debt Director	$62.50 - $124.95
Assistant Investments/Debt Director	$62.50 - $124.95

Section 6. Adjusting the pay zones in the Legislative Department and associated titles in the City Auditor's Office. As recommended by the Seattle Human Resources Director, the pay zones for the following titles shall

be adjusted as shown below. The rates for 2026 shall be effective December 31, 2025.

Legislative Titles2026 Pay Zone Rates	
Executive Manager-Legislative	$56.60 - $153.70
Executive Manager-City Auditor	$56.60 - $153.70
Hearing Examiner	$65.00 - $149.38
Hearing Examiner, Deputy	$65.00 - $149.38
Legislative Assistant	$22.48 - $76.53
Strategic Advisor-Audit	$51.88 - $92.84
Strategic Advisor-Legislative	$51.88 - $92.84
Manager-Legislative	$51.88 - $92.84

Section 7. Adjusting the pay zone for titles in the Power Marketing Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones for the Power Marketing Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

Power Marketer2026 Pay Zone Rates	
Power Marketer (non-represented)	$60.36 - $105.03

Section 8. Adjusting the pay zone in the City Light General Manager and Chief Executive Officer (CEO) Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the City Light General Manager and CEO Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

City Light General Manager & CEO2026 Pay Zone Rates	
City Light General Manager & CEO	$162.94 - $260.73

Section 9. Adjusting the pay zones in the Executive Department - Mayor's Office. As recommended by the Seattle Human Resources Director, the pay zones for the following titles shall be adjusted consistent with cost-of-living adjustments awarded to non-represented City Step Pay Program titles. The rates for 2026 shall be effective December 31, 2025.

Mayoral Staff Assistant Titles2026 Pay Zone Rates	

Mayoral Staff Assistant 1	$22.89 - $44.77
Mayoral Staff Assistant 2	$39.37 - $78.75

Section 10. Adjusting the pay zone in the Assistant City Attorney (ACA) Discretionary Pay Program. As recommended by the Seattle Human Resources Director, the pay zone for the Assistant City Attorney Compensation Program shall be adjusted as shown below**.** The rates for 2026 shall be effective December 31, 2025.

ACA Title2026 Pay Zone Rates	
City Attorney, Assistant	$45.77 - $109.87

Section 11. Adjusting the pay zone in the Seattle Police Chief Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the Seattle Police Chief Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

Seattle Police Chief2026 Pay Zone Rates	
Seattle Police Chief	$112.21 - $179.55

Section 12. Adjusting the pay zone in the Magistrate Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the Magistrate Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

Magistrate2026 Pay Zone Rates	
Magistrate	$59.16 - $88.76

Section 13. Adjusting the pay zone in the Seattle Public Utilities (SPU) General Manager and Chief Executive Officer (CEO) Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the SPU General Manager and CEO Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

SPU General Manager & CEO2026 Pay Zone Rates	
SPU General Manager & CEO	$136.59 - $218.54

Section 14. Adjusting the pay zone in the Chief Technology Officer Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the Chief Technology Officer shall be as shown below. The rates for 2025 shall be effective December 31, 2025.

Chief Technology Officer2026 Pay Zone Rates	
Chief Technology Officer	$103.78 - $171.23

Section 15. Adjusting the pay zone in the Seattle Fire Chief Compensation Program. As recommended by the Seattle Human Resources Director, the pay zone for the Seattle Fire Chief Compensation Program shall be as shown below. The rates for 2026 shall be effective December 31, 2025.

Seattle Fire Chief2026 Pay Zone Rates	
Seattle Fire Chief	$112.21 - $179.55

Section 16. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 17. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

_____

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

_____

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Shane Eubank	Alyssa Ha

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment, commonly referred to as the Pay Zone Ordinance; adjusting the pay zones for titles in the City's discretionary pay programs; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation proposes the adjustments to the pay structures for various discretionary pay programs, including the Accountability Pay for Executives (APEX) Program; Manager and Strategic Advisor Compensation Program; Electric Utility Executive (EUE) Compensation Program; Information Technology Professional (ITP) Compensation Program; Investments/Debt Director Compensation Program; Legislative Department's Broadbands; Power Marketing Compensation Program; Seattle City Light General Manager and Chief Executive Officer Compensation Program; Mayoral Staff Assistant Discretionary Pay Program; Assistant City Attorney Discretionary Pay Program; Seattle Police Chief Compensation Program; Magistrate Program; Seattle Public Utilities General Manager and Chief Executive Officer Compensation Program; Seattle Information Technology Chief Technology Officer Compensation Program; and the Seattle Fire Chief Compensation Program.

Various pay programs, collectively known as discretionary pay programs, provide for annual or biennial review of the salary structures to remain competitive in the labor market. These adjustments do not automatically create additional costs. However, the Executive's 2026 Proposed Budget grants all City departments the appropriate authority to increase compensation rates consistent with the percentage increases associated with the legislated changes in the discretionary pay programs.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ☒ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ **Yes** ☒ **No**

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.
While this legislation provides adjustments to the pay structures for the various discretionary pay programs, it does not set individual employee pay rates or provide additional appropriation authority. Fiscal impacts on employee pay resulting from these pay band changes are included in the 2026 Proposed Budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget, or if, by absorbing these costs, the department is deprioritizing other work that would have used these resources.
N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.
If this legislation were not implemented, the pay zones for the City's various discretionary pay programs would remain at the 2025 pay zones, despite cost-of-living increases in 2026.

Please describe how this legislation may affect any City departments other than the originating department.
This legislation provides adjustments to the pay structures for the various discretionary pay programs. The discretionary pay programs include positions across all City departments.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?
No.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?
No.

c. Does this legislation affect a piece of property?
No.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.
N/A

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

iii. What is the Language Access Plan for any communications to the public?
N/A

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.
N/A

ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
No.

f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?
N/A

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?
No.

5. ATTACHMENTS

Summary Attachments: None

File #: Res 32187, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION setting forth The City of Seattle's 2026 State Legislative Agenda.

WHEREAS, The City of Seattle's State Legislative Agenda is developed annually with input from City departments, elected officials, Seattle state legislative delegation, regional governmental agencies, statewide interest groups, and advocates; and

WHEREAS, the City, in cooperation with these entities, will advocate to the Legislature for items included in the State Legislative Agenda; and

WHEREAS, the 2026 legislative session begins on Monday, January 12, 2026, and is expected to last 60 days, ending on Thursday, March 12, 2026; and

WHEREAS, the 2026 legislative session will likely result in the adoption of operating, capital, and transportation budgets, as well as changes to state policy; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. Issues in The City of Seattle's 2026 State Legislative Agenda reflect an accurate, though non-exhaustive, list of City interests and priorities for the 2026 state legislative session.

Section 2. The City of Seattle's 2026 State Legislative Agenda attached to this resolution as Exhibit 1 is adopted.

Section 3. The City Council requests the Office of Intergovernmental Relations to file a formatted version of The City of Seattle's 2026 State Legislative Agenda with the City Clerk.

Adopted by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its adoption this _____ day of _____, 2025.

_____

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2025.

_____

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Exhibit 1 - City of Seattle 2026 State Legislative Agenda

2026 City of Seattle State Legislative Agenda

The City of Seattle has identified the following priorities for the 2026 legislative session:

Federal Response

- Prohibit law enforcement and federal enforcement agencies from wearing face coverings and require that officers be clearly identifiable while performing their duties.
- Add protections and benefits for immigrant workers, including notice to employees of interactions with immigration officials and job and wage stability for detained workers.
- Mitigate losses of federal funding for essential services including food access, housing and shelter, Medicaid, and immigrant services.
- Provide state support for the Seattle–King County Public Health Clinic to ensure access to essential health services for uninsured and immigrant communities.
- Maintain funding for asylum and migrant support services.

Affordability

- Advance policies, including B&O tax exemptions, that expand equitable access to groceries and medicine.
- Maintain and strengthen state investments in Working Connections Child Care and ECEAP to ensure access to affordable, high-quality early learning opportunities.
- Support revenue options that help safeguard access to essential services.

Housing & Homelessness

- Invest in service-intensive shelter capacity for those diverted from the public safety system.
- Support operations, maintenance, services, and stabilization for a range of affordable housing options, including permanent supportive housing and workforce housing.
- Provide funding and additional flexibility for current funding tools, to address homelessness.
- Restore full funding for the state Encampment Resolution Program.

Public Safety

- Champion legislation that fosters a safer environment for everyone by giving local jurisdictions tools and funding to uphold justice, protect communities, and ensure accountability.
- Allow local jurisdictions to restrict firearms in city buildings, parks, and community centers, and require secure storage for firearms in vehicles and residences.
- Support policies that encourage diversified 911 response and allow civilian alternative response to appropriate crisis and welfare calls for service.
- Address the State Patrol's toxicology lab backlog and allow for federally accredited labs to conduct testing of blood samples in presumed DUI cases.
- Increase funding to help local governments hire more police officers and reinstate the state's coverage of the 25% local costs to send officers to the Basic Law Enforcement Academy.
- Provide funding for organizations and programs that support survivors and victims of crime.
- Improve the reasonable use of involuntary treatment by increasing system capacity and making the Involuntary Treatment Act a more effective and useful tool for first responders.
- Expand the scope of the crime of endangerment with a controlled substance to include fentanyl or synthetic opioids.

Capital Budget

- Provide funding for shovel-ready improvements at Red Barn Ranch to enable youth programming and regional outdoor learning access.
- Foster a strong regional green economy by securing funding for a demonstration project at Seattle Center that will help lead to a fully decarbonized eco-district.
- Authorize transfer of WSDOT's Montlake surplus property to the City for the purpose of affordable homeownership development.

Transportation

- Provide Sound Transit with expanded authority and financing options to maintain project timelines and deliver voter-approved light rail extensions.
- Fund city and county efforts to mitigate Revive I-5 construction project impacts.
- Provide local governments authority to remove vehicle obstructions from streetcar tracks to ensure reliable and efficient public transit operations.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
LEG	Karina Bull / 206-715-2460	(OIR) Anna Johnson / 206-485-5858 Samir Junejo / 206-684-3871

1. BILL SUMMARY

Legislation Title: A RESOLUTION setting forth The City of Seattle's 2026 State Legislative Agenda.

Summary and Background of the Legislation: This resolution would adopt The City of Seattle's 2026 State Legislative Agenda: an accurate, though non-exhaustive, list of the City's interests and priorities for the 2026 state legislative session. This resolution would also request the Office of Intergovernmental Relations to file a formatted version of the City's State Legislative Agenda with the City Clerk.

The City's State Legislative Agenda is developed annually with input from City departments, elected officials, Seattle state legislative delegation, regional governmental agencies, statewide interest groups, and advocates. The City will advocate to the Legislature for items included in the State Legislative Agenda.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ☒ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ **Yes** ☒ **No**

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.
This legislation has tangential effects on all City Departments and Department heads are aware of it.

b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.
No.

c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

The City advocates for policies that can benefit historically disadvantaged communities and achieve racial equity in Seattle.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

N/A

iii. What is the Language Access Plan for any communications to the public?

N/A

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

N/A

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

N/A

e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?

N/A

5. CHECKLIST

Please click the appropriate box if any of these questions apply to this legislation.

☐ **Is a public hearing required?**

☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**

☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**

☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

If yes, please review requirements in Resolution 31203 for applicability and complete and attach "Additional risk analysis and fiscal analysis for non-utility partner projects" form.

6. ATTACHMENTS

List Summary Attachments (if any):

Karina Bull
City Council
December 9, 2025
D1e

Amendment A Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Lin

Federal Response, Affordability, Housing & Homelessness, and Public Safety Priorities

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to the following legislative priorities:

Federal Response

- Supporting protections for LGBTQIA+ youth, adults, and communities, and opposition to anti-transgender legislative efforts.

Affordability

- Supporting progressive revenue options.
- Expanding tax relief to lower-income families and seniors and supporting a guaranteed basic income pilot.
- Supporting efforts to simplify and create a universal application for income-qualified benefits and relief.

Housing & Homelessness

- Supporting compliance with Growth Management Act housing requirements.
- Strengthening anti-displacement tools.

Public Safety

- Supporting criminal justice reform.

Amend the language under the heading "Federal Response" in Exhibit 1 of RES 32187 as follows:

Federal Response

* * *

- Add protections and benefits for immigrant workers, including notice to employees of interactions with immigration officials and job and wage stability for detained workers.

- Support protections for LGBTQIA+ youth, adults, and communities, and oppose anti-transgender legislative efforts.

* * *

Amend the language under the heading "Affordability" in Exhibit 1 of RES 32187 as follows:

Affordability

* * *

- Support progressive revenue options that help safeguard access to essential services.
- Expand tax relief to lower-income families and seniors, including expansions of the Working Families Tax Credit and property tax exemptions for seniors, and support a guaranteed basic income pilot.
- Support efforts to simplify and create a universal application for income-qualified benefits and relief.

Amend the language under the heading "Housing & Homelessness" in Exhibit 1 of RES 32187 as follows:

Housing & Homelessness

* * *

- Support operations, maintenance, services, and stabilization for a range of affordable housing options, including permanent supportive housing and workforce housing.
- Support measures, including financial and tax incentives, to encourage jurisdictions to comply with Growth Management Act housing requirements, and to include appropriate remedies for non-compliance, including a potential builder's remedy.

- Strengthen anti-displacement tools and requirements for communities who have historically faced housing discrimination, such as redlining, prioritizing seniors' ability to age in place; and provide relief from highest and best use as appropriate and encourage flexibility for assessors' offices.
- Provide funding and additional flexibility for current funding tools~~,~~ to address homelessness

* * *

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

*** * ***

- Expand the scope of the crime of endangerment with a controlled substance to include fentanyl or synthetic opioids.
- Support criminal justice reform to reduce recidivism and improve outcomes through greater access to rehabilitative services, mental health, treatment, housing, and career support.

*** * ***

Karina Bull
City Council
December 9, 2025
D1d

Amendment B Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Rinck

Federal Response, Affordability & Workforce, Housing & Homelessness, and Transportation Priorities

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to the following legislative priorities:

Federal Response

- Establishing additional local progressive revenue options to address federal funding cuts to state and local governments.

Affordability & Workforce

- Exploring a revenue neutral swap for sales tax.
- Allowing collective bargaining over matters related to the impacts of workplace artificial intelligence on employee wages and performance evaluations.
- Furthering investments in workforce development in the maritime industry.

Housing & Homelessness

- Reducing liability requirements to encourage the development of condominiums.
- Changing city and county elevator standards to match global or North American standards.

Public Safety

- Updating police accountability arbitration rules and procedures.

Transportation

- Increasing the availability of passenger-only ferries.
- Reducing emissions from most polluting vessels visiting Washington's ports.
- Prioritizing Climate Commitment Act spending for mass public transportation capital projects.

Amend the language under the heading "Federal Response" in Exhibit 1 of RES 32187 as follows:

Federal Response

* * *

- Maintain funding for asylum and migrant support services.
- Allow local governments to enact additional progressive revenue options to address federal funding cuts to state and local governments, including a vacancy tax, an income tax on millionaire earners, and a wealth tax.

Amend the language under the heading "Affordability" in Exhibit 1 of RES 32187 as follows:

Affordability & Workforce

* * *

- Support revenue options that help safeguard access to essential services.
- Explore a revenue neutral swap for sales tax.
- Allow collective bargaining over matters related to adoption of artificial intelligence in the workplace, including impacts on employee wages and performance evaluations.
- Further investments in workforce development in the state maritime industry.

Amend the language under the heading "Housing & Homelessness" in Exhibit 1 of RES 32187 as follows:

Housing & Homelessness

* * *

- Restore full funding for the state Encampment Resolution Program.
- Reduce liability requirements to encourage the development of condominiums and incorporate smaller scale condominium buildings into the residential building code.

- Change elevator standards for cities and counties to match global or North American safety and related standards to increase elevator access and flexibility.

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

* * *

- Support policies that encourage diversified 911 response and allow civilian alternative response to appropriate crisis and welfare calls for service.
- Update police accountability arbitration rules and procedures to ensure discipline for misconduct is fair and consistent.

* * *

Amend the language under the heading "Transportation" in Exhibit 1 of RES 32187 as follows:

Transportation

* * *

- Provide local governments authority to remove vehicle obstructions from streetcar tracks to ensure reliable and efficient public transit operations.
- Increase the availability of passenger-only ferries for better regional connections.
- Support reduced emissions from most polluting vessels visiting Washington's ports.
- Prioritize Climate Commitment Act spending for mass public transportation capital projects to reduce greenhouse emissions.

Karina Bull
City Council
December 9, 2025
D1c

Amendment C Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Strauss

Affordability, Public Safety, and Climate & Environment Priorities

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to the following legislative priorities:

Affordability

- Providing local municipalities with more revenue options.

Public Safety

- Strengthening metal recycling regulations.

Climate & Environment

- Supporting policies and investments to fight climate change, assist climate adaptation, and assist local government removal of fish passage barriers.

Amend the language under the heading "Affordability" in Exhibit 1 of RES 32187 as follows:

Affordability

* * *

- Support revenue options that help safeguard access to essential services.
- Provide local municipalities with more revenue options.

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

* * *

- Expand the scope of the crime of endangerment with a controlled substance to include fentanyl or synthetic opioids.

- Strengthen metal recycling regulations to prevent the sale of stolen public and private property.

Add a new section with the heading “Climate & Environment” after the “Transportation” section in Exhibit 1 of RES 32187 as follows:

Climate & Environment

- Support policies and investments to fight climate change, assist climate adaptation, and assist local government removal of fish passage barriers.

Karina Bull
City Council
December 9, 2025
D1c

Amendment D Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Saka

Supporting Students and Families through Universal Free School Meals

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to supporting students and their families though investments that fully fund universal free school meals.

Amend the language under the heading "Affordability" in Exhibit 1 of RES 32187 as follows:

Affordability

* * *

- Maintain and strengthen state investments in Working Connections Child Care and ECEAP to ensure access to affordable, high quality early learning opportunities.
- Support students and their families through investments that fully fund universal free school meals.

* * *

Karina Bull
City Council
December 9, 2025
D1a

Amendment E Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Lin

Increasing Healthy Food Access through Food Banks and Universal Free School Meals

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to increasing healthy food access, including support for food banks and universal free school meals.

Amend the language under the heading "Affordability" in Exhibit 1 of RES 32187 as follows:

Affordability

* * *

- Maintain and strengthen state investments in Working Connections Child Care and ECEAP to ensure access to affordable, high-quality early learning opportunities.
- Increase healthy food access through support for food banks, universal free school meals, and other ways to address food deserts.

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Karina Bull
City Council
December 9, 2025
D1c

Amendment F Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsors: Councilmembers Kettle

Social Housing

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to facilitating social housing models.

Amend the language under the heading "Housing & Homelessness" in Exhibit 1 of RES 32187 as follows:

Housing & Homelessness

* * *

- Support operations, maintenance, services, and stabilization for a range of affordable housing options, including permanent supportive housing and workforce housing.
- Support updates to state law so that social housing developers have access to the same benefits as housing authorities and non-profit affordable housing developers.

* * *

Karina Bull
City Council
December 9, 2025
D1b

Amendment G Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Kettle

Public Safety Priorities

Effect: This amendment would make the following changes to the City of Seattle's 2026 State Legislative Agenda: (1) reorder the Public Safety priorities; and (2) add language to state the City's commitment to the following items:

- Lowering the threshold for early intervention for minors who unlawfully possess guns,
- Advocating for the addition of a Public Safety element in Comprehensive Plans for all jurisdictions, and
- Ensuring funding for maintenance and activation of WSDOT rights-of-way.

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

- ~~Champion legislation that fosters a safer environment for everyone by giving local jurisdictions tools and funding to uphold justice, protect communities, and ensure accountability.~~
- ~~Allow local jurisdictions to restrict firearms in city buildings, parks, and community centers, and require secure storage for firearms in vehicles and residences.~~
- ~~Support policies that encourage diversified 911 response and allow civilian alternative response to appropriate crisis and welfare calls for service.~~
- Address the State Patrol's toxicology lab backlog and allow for federally accredited labs to conduct testing of blood samples in presumed DUI cases.

- Increase funding to help local governments hire more police officers and reinstate the state's coverage of the 25% local costs to send officers to the Basic Law Enforcement Academy.
- Allow local jurisdictions to restrict firearms in city buildings, parks, and community centers, and require secure storage for firearms in vehicles and residences; and lower threshold for early intervention for minors who unlawfully possess firearms.
- Advocate for a Public Safety element to be added to Comprehensive Plans for all jurisdictions to ensure consideration of emergency services and first response as a part of growth management.
- ~~Provide funding for organizations and programs that support survivors and victims of crime.~~
- Improve the reasonable use of involuntary treatment by increasing system capacity and making the Involuntary Treatment Act a more effective and useful tool for first responders.
- Expand the scope of the crime of endangerment with a controlled substance to include fentanyl or synthetic opioids.
- Ensure funds for maintenance and activation of WSDOT rights-of-way, including regular maintenance of fire hydrants and clearing needed for emergency services access; and improve WSDOT maintenance and testing standards for fire hydrants to meet national and City of Seattle standards.

- Champion legislation that fosters a safer environment for everyone by giving local jurisdictions tools and funding to uphold justice, protect communities, and ensure accountability.
- Support policies that encourage diversified 911 response and allow civilian alternative response to appropriate crisis and welfare calls for service.
- Provide funding for organizations and programs that support survivors and victims of crime.

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Karina Bull
City Council
December 9, 2025
D1a

Amendment H Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Saka

Juvenile Access to an Attorney

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to clarifying exceptions to statutory requirements for law enforcement to provide a juvenile with access to an attorney.

Under RCW 13.40.740, law enforcement must provide a juvenile with access to an attorney before the juvenile may waive any constitutional rights if a law enforcement officer:

(1) Questions a juvenile during custodial interrogation;
(2) Detains a juvenile based on probably cause of involvement in criminal activity; or
(3) Requests that a juvenile provide consent to a search.

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

- Champion legislation that fosters a safer environment for everyone by giving local jurisdictions tools and funding to uphold justice, protect communities, and ensure accountability.
- Clarify applicability of exceptions to statutory requirements for juvenile access to attorneys when contacted by law enforcement for any juvenile who may be a victim of a crime or witness to a crime.

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Karina Bull
City Council
December 9, 2025
D1a

Amendment I Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Saka

Automated Noise Enforcement Cameras

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to expanding state authorization for deployment of automated noise enforcement cameras.

Amend the language under the heading "Public Safety" in Exhibit 1 of RES 32187 as follows:

Public Safety

- Champion legislation that fosters a safer environment for everyone by giving local jurisdictions tools and funding to uphold justice, protect communities, and ensure accountability.
- Expand state authorization for deployment of automated noise enforcement cameras, allowing Seattle to immediately pilot a program and gather initial implementation data and creating a pathway for other jurisdictions to conduct pilots as well.

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Karina Bull
City Council
December 9, 2025
D1a

Amendment J Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Saka

Camp Long Lodge

Effect: This amendment would add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to investments that support the rebuilding of the historic Camp Long Lodge that closed in November 2024 due to significant fire damage.

Amend the language under the heading "Capital Budget" in Exhibit 1 of RES 32187 as follows:

Capital Budget

* * *

- Provide funding for shovel-ready improvements at Red Barn Ranch and the historic Camp Long Lodge to enable youth programming and regional outdoor learning access.

* * *

Karina Bull
City Council
December 9, 2025
D1a

Amendment K Version 1 to RES 32187 - 2026 State Legislative Agenda

Sponsor: Councilmember Juarez

Native Communities and Tribal Governments Priorities

Effect: This amendment would create a new section with the heading "Native Communities & Tribal Governments" and add language to the City of Seattle's 2026 State Legislative Agenda to state the City's commitment to the following legislative priorities:

Native Communities & Tribal Governments

- Ensuring Tribal representation in regional transportation planning.
- Strengthening implementations of the Since Time Immemorial Tribal history curriculum in K-12 schools.
- Retroactively excluding certain juvenile convictions from offender scores.
- Exempting sensitive Tribal-related data from public disclosure laws.
- Creating a process for automatic voter registration for Tribal members.
- Supporting the development of federally approved apprenticeship programs operated by Tribal Governments.

Add a new section with the heading "Native Communities & Tribal Governments" after the "Transportation" section in Exhibit 1 of RES 32187 as follows:

Native Communities & Tribal Governments

- Ensure Tribal representation in regional transportation planning to address disproportionately high traffic fatality rates among Native communities.
- Strengthen the implementation of the Since Time Immemorial Tribal history curriculum in K-12 schools by establishing timelines, compliance tracking, and Tribal compensation.
- Retroactively exclude certain juvenile convictions from offender scores, regardless of offense date.
- Exempt sensitive Tribal-related data from public disclosure laws.

- Create a process for automatic voter registration for Tribal members via state-Tribal compacts.
- Support the development of federally approved apprenticeship programs operated by Tribal Governments.