AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2023

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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.

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 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 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, 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.

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, 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) 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.

For purposes of (iii) above, if following a 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 triggered on the date that the new material evidence of serious misconduct is provided.

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).

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.

D. 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.

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.

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.

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.

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.

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.

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.

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. 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 Section 3.6.K.

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 (6) 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 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 will issue a Frontline Investigation Form (the "Form") to the employee. 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. If during the employee's statement the 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 policy violation to which a Frontline is applicable, 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 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.

Except as provided above, during the Frontline Investigation the Article 3 provisions 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 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 180 Start Date will begin on the date the supervisor takes action by opening the Frontline investigation, less any time by which the investigation was delayed in order to obtain a Guild Rep.

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 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 will be information about the Rapid Adjudication process. Within five (5) days of receiving the initial notice under 3.6.A, 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 30-day period for submittal of the classification report 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 30 and 180-day timelines 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 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 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 a Guild Rep at any such meeting.

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.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Duty – The normal work week for members affected by 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 patrol, employees shall be allowed to return to 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) consecutive 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 administrative approval, 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

5.1.1 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.

5.1.2 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 if more staffing is required; before, finally, assigning overtime to employees in patrol. 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.

5.1.3 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 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.

5.4 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 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.

Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

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.

An employee on vacation may voluntarily work an overtime detail unrelated to their

normal assignment. The employee shall receive overtime compensation for the detail.

5.5 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.

5.6 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. 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.)

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.

5.7 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.

5.8 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.

5.9 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.

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.

5.10 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.

5.11 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.

5.12 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 January 6, 2021, the base wage rates, which include an across- the-board increase of 1.3%, for the classifications covered by this Agreement shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$7,061	$7,572	$7,916	$8,220	$8,633	$9,245
Police Sergeant	$9,516	$9,927	$10,638			

B. Effective January 5, 2022, the base wage rates, which include an across- the-board increase of 6.4% for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$7,513	$8,057	$8,423	$8,746	$9,186	$9,837
Police Sergeant	$10,125	$10,562	$11,319			

C. Effective January 4, 2023, the base wage rates, which include a total increase of 15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase) for the classifications covered by this Agreement, shall be as follows:

Classification	Start	6mos	18mos	30mos	42mos	54mos
Police Officer	$8,662	$9,290	$9,712	$10,084	$10,591	$11,342
Police Sergeant	$11,674	$12,178	$13,051			

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% 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%, 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 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 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 pays.

6.5.1 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 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.

6.5.2 Body Worn Video (BWV) Pay

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.

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.

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), 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 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.

7.5 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 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, 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.

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, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:

A. Employees who use no sick leave in a payroll year shall have sixteen (16) hours of additional sick leave credited to their account for the next 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.

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. 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 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. 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 (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 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.

21.4 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 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 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 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.

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 - CIVILIANS IN THE OFFICE OF POLICE ACCOUNTABILITY

The parties agree as follows:

1. At any time after the date of signing, 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.

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. 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.

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 of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article 3.6G "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

APPENDIX G – MISCELANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2015-2020 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.

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.

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.