

Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs)
incorporated into the Collective Bargaining Agreement referenced in Council Bill
119368, Appendix F of Attachment 1

Appendix F:

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
Various Dates	Various Work Schedule Agreements

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

AND

SEATTLE POLICE OFFICERS' GUILD

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27

In response to a request from the Seattle Police Officers' Guild (SPOG) and the International Association of Fire Fighters (I.A.F.F.), Local 27, the City agreed to consider changes in the Long Term Disability (LTD) plan provided by Standard Insurance Company under Policy No. 441446 for eligible employees who are members of LEOFF II. The undersigned parties have now agreed that the LTD plan will be amended to provide a significantly higher level of benefits, on the condition that all increases in the cost of the plan for the next three years will be paid by the eligible employees. Without the latter condition, the City would not have agreed to the improved benefit plan. The parties further agree as follows:

- I. Effective October 1, 1989, the Standard Insurance Company LTD Policy No. 441446 shall be amended in accordance with the following provisions:
 - A. Benefit equal to 60% of salary up to a maximum of \$4,000/month.
 - B. Coverage for occupational illnesses/injuries after an 180-day elimination period.
 - C. Coverage for non-occupational illnesses/injuries after a 30-day elimination period.
 - D. Benefit period to age 65.
 - E. Eligibility: For the first 24 months, if unable to work in own occupation, then eligible for benefit. After 24 months, if unable to earn more than 80% of indexed predisability earnings in an occupation for which one is reasonably fit by education, training and experience, then eligible for partial benefit.
 - F. Predisability earnings indexed to the U.S. CPI-W each year or by 10%, whichever is less.
 - G. Conversion option, as long as an employee has not quit or been dismissed for discipline. (Quit refers to separating from City employment without proper notice.)
 - H. All other provisions which exist in the current plan for Seattle Police Officers and Fire Fighters are to remain as is.

2. Beginning with the premium payment for October 1989, in lieu of Article XIII, Section 5, in the collective bargaining agreement between the City and SPOG which expires August 31, 1989 and in lieu of Section 15.11.3 in the collective bargaining agreement between the City and Local 27 which expired August 31, 1988, the City's contribution toward the cost of the LTD plan shall be thirty-two and one-half cents (\$.325) per one hundred dollars (\$100) of insured earnings. The eligible employees' share of the cost shall be ninety-four and one-half cents (\$.945) per one hundred dollars (\$100) of insured earnings.
3. Any subsequent increases in the LTD October 1989 premium rate of one dollar twenty-seven cents (\$1.27) per one hundred dollars (\$100) of insured earnings shall be paid by the eligible employees through the date payment is made to cover the premium due for the month of September 1992.

This agreement shall take effect upon signing by the parties listed below and shall remain in effect through August 31, 1992.

Signed this 29th day of August, 1989.

SEATTLE POLICE OFFICERS' GUILD

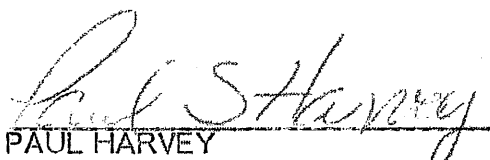
CITY OF SEATTLE


ROBERT A. SHILLING, JR.
President


LIZANNE LYONS
Labor Negotiator

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 27


EVERETT S. ROSMITH
Personnel Director


PAUL HARVEY
President

MEMORANDUM OF AGREEMENT**between****THE CITY OF SEATTLE****and****SEATTLE POLICE OFFICERS' GUILD**

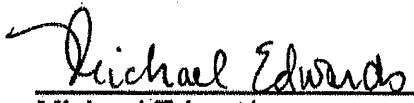
The parties to this Memorandum of Agreement, the City of Seattle and the Seattle Police Officers' Guild, in the course of collective bargaining for a new contract reached agreement on the following issues:

1. In accordance with the past practice since October 1, 1995, and prior to the civilianization of the Sergeant positions, civilian chief dispatchers may work as shift supervisors in the Communications Center during those times that the regularly assigned Sergeants are unavailable as a result of scheduled time off, sick or disability leave, or training.
2. The dollar loss reporting threshold for secondary operators in the Communications Center shall be raised to \$1,500 for car prowls and to \$500 for other crimes. It is not intended that raising this dollar loss reporting threshold will supplant the Telephone Reporting Unit functions.
3. The police boat purchased by the City in 1996 for use in Lake Union shall be regularly staffed by members of the Seattle Police Department. If the boat is required to respond to fire calls requiring the expertise of fire fighters, the Seattle fire fighters will embark at a dock or other location, will be transported to the fire scene, and will be employed in the fire suppression effort. After the fire suppression is complete, or whenever the boat's fire suppression services are no longer required, the fire fighters will disembark and the boat will continue its normal police duties. Nothing in this Agreement shall be construed as preventing members of the Seattle Police Department from responding to and taking basic suppression measures to fight fires which do not require the expertise or skills of fire fighters, or as allowing fire fighters to take law enforcement actions.
4. The parties have agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members which are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over


the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties collective bargaining agreement effective January 1, 1997, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.

5. The parties have agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members which are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
6. The above changes will be effective January 1, 1997, and are subject to the parties entering into a new collective bargaining agreement that is effective on that date.

Dated this 12th day of December, 1996.



Michael Edwards
Seattle Police Officers' Guild



Fred Treadwell
Labor Negotiator II

DETECTIVE AIDES

Assist sworn detectives by performing certain non-field work functions. At the direction of a detective or sworn supervisor, a detective aide may perform the following tasks:

1. Process arrest reports and citations.
 - 1.1 Coordinate and arrange witness interviews conducted by a detective.
 - 1.2 Obtain booking numbers.
 - 1.3 Check court dates, times and locations.
 - 1.4 Obtain photographs to be selected and assembled by a detective into a photo montage.
 - 1.5 Retrieve documents and records and other items.
2. Respond to telephone calls and receive visitors.
 - 2.1 Provide authorized information regarding the Department's investigative policies and procedures on various programs.
 - 2.2 Screen and refer visitors and telephone calls to the appropriate person.
3. Run criminal histories, Department of Corrections checks, and other records checks.
4. Perform computer operations.
 - 4.1 Perform data entry using word processors, spreadsheets, and other programs using personal computers or computer terminals.
 - 4.2 Assist employees in computer operations and procedures.
5. Locate witnesses and suspects through the use of computer programs, library resources, and other means that do not require field work.
6. Record, post or log specific information; prepare tallies of documents.
7. Process impounded and found property.
8. Maintain logs and prepare statistical data concerning crimes investigated by the detectives to which the detective aide is assigned.
9. Assist a detective or other sworn employee in clearing evidence.

STOREFRONT VOLUNTEERS/EMPLOYEES

1. Provide information to citizens in the Seattle Police Department. Provide information concerning the resources of SPD, the options available if a matter is handled through SPD, and the procedures that SPD will generally follow in processing certain types of cases.
2. Provide referrals to organizations/individuals within SPD, and/or other community agencies.
3. Take written reports only of the same type now taken by secondary operators in Communications and by CSO's, where the following circumstances apply:

The loss is under \$500.

There is no evidence.

The crime is not a crime against a person.

There is no suspect information.

No firearm is taken.

The crime is not one of domestic violence or racially, sexually, or politically motivated.

4. Not be attired in a police uniform.
5. Not perform any duties relating to crime scene processing and crime scene investigation.

MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and

THE SEATTLE POLICE OFFICERS' GUILD

WHEREAS, the City of Seattle (hereinafter "City") is experiencing record numbers of vacancies within the Police Department's commissioned ranks; and

WHEREAS, the City has requested that the Seattle Police Officers' Guild (hereinafter "Guild") waive a contractual provision of the parties' Collective Bargaining Agreement to facilitate the adoption of a lateral entry program for experienced police officers from other jurisdictions; and

WHEREAS, providing a means to relieve the staffing shortage and to resolve various outstanding issues and grievances has motivated the parties to take the unprecedented step of reopening an economic provision of their Collective Bargaining Agreement;

THE PARTIES NOW AGREE AS FOLLOWS:

A. OFF-DUTY EMPLOYMENT AND RETURN TO DUTY.

1. If an off-duty officer engages in a self-initiated law enforcement 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.
2. 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:
 - a) 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
 - b) The officer is continuing to perform law enforcement activity that was self-initiated, as provided at paragraph 1 above, after the end of the off-duty shift.
3. 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 for the actual time worked performing the Department duty.

4. 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.
5. The parties agree to meet and evaluate the above overtime procedures and secondary employment policies on or before March 31, 1999, at which time either party may reopen this Section for negotiations in accordance with the provisions of RCW 41.56 et. seq.
6. The parties agree that they will engage in interest-based discussions regarding all of the Department policies and procedures relating to off-duty employment with the intention to redesign the manner in which all aspects of off-duty employment are regulated and performed. A priority for these discussions will be determining whether different policies and procedures relating to off-duty work need to be established for Metro/King County. This Agreement shall apply to off-duty work performed for Metro/King County until or unless alternate procedures are negotiated between the City and the Guild. The interest-based bargaining discussions shall operate under the same understandings contained in the letter from Chris Vick to Fred Treadwell, dated July 2, 1998.

B. TELEPHONE CALLS

The Department shall adopt the following policy regarding telephone calls received off duty:

Employees should not have their off-duty hours disrupted by work-related telephone calls, unless time is of the essence and there is no reasonable alternative means to obtain important, necessary information. If such a telephone call must be made, the following steps shall be taken:

1. A work-related telephone call from an on-duty employee to an off-duty employee will be made only when the on-duty employee absolutely requires a response to a problem or needs specific information *before* the off-duty employee's next regularly scheduled shift. The on-duty employee must exhaust all other available on-duty sources who may be able to respond to the problem before calling the off-duty employee.
2. All proposed calls to off-duty employees must be first reviewed and approved by a Lieutenant or above, or be made by a Lieutenant or above.
3. The commander who reviews the proposed call will be responsible for verifying the need to call the off-duty employee and making a record of his/her approval.

4. If the call is approved, the on-duty employee/caller will be expected to only discuss the specific work-related problem that was presented to the on-duty caller's commander for approval. The on-duty caller is expected to keep the duration of the call to the minimum necessary to determine if the off-duty employee can respond to the work-related question(s) and to get the response.
5. If, during the course of the call, it becomes apparent that the issue cannot be resolved over the phone and the off-duty employee will need to be called back to work or that the issue cannot be resolved within thirty (30) minutes on the phone, the call will be immediately terminated. The on-duty employee will apprise the commander that approved the call or another Lieutenant or above, if that commander is not available, that the issue could not be resolved on the phone and request that the off-duty employee be called back to work.
6. The off-duty employee will fill out an Overtime Request Form 1.33 for the time spent on the work-related phone call if the duration of the call(s) equals or exceeds eight (8) minutes. The employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each 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. The work-related purpose of the call and the parties to each telephone conversation must be clearly identified on the Overtime Request Form, including any pertinent referential details, such as an incident or case number. The Overtime Request Form will be routed to the supervisor approving the call, who will be responsible for verifying the approval, purpose, and details of the call before approving the overtime form. The purpose and time spent on work-related calls received off-duty of a duration of less than eight (8) minutes shall be documented for statistical purposes only. 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. Calls made without supervisory approval in violation of this policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee claiming compensation without supervisory approval or facilitation by the Seattle Police Department will not be compensated.
7. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved standby status will not receive overtime pay for phone calls received as specified in these procedures and will be compensated in accordance with current practice.

The Department will review existing Directives for the purpose of considering whether or not their requirements prompt unnecessary calls to off-duty officers and will amend such Directives as appropriate.

C. SERGEANTS' PAY

Appendix A, Section C.1, Paragraph 4, shall be interpreted to mean that Sergeants who had less than twelve months of service at the previous Step 2, on December 24, 1996, shall move to the new top step upon completion of a total of twelve months of service as a Sergeant. The City will conduct an audit and adjust the pay of all affected Sergeants.

D. LATERAL ENTRY POLICY

The parties agree that the City may adopt the lateral entry program attached as Exhibit A. All lateral hires made after January 1, 1996, who satisfy the criteria for the lateral entry program, shall receive a salary step adjustment consistent with the criteria for adjustment under the lateral entry program, effective October 14, 1998. Appendix C, Section C.2, of the Collective Bargaining Agreement shall not apply to any hire made pursuant to that policy; provided that the City hire no more than thirty officers per year under this Agreement. Either party may reopen this Section prior to March 31, 1999, for the express limited purpose of reevaluating the hiring limitation. Such negotiations will proceed in accordance with the provisions of RCW 41.56 et. seq.

E. HEALTH CARE AND LTD CHANGES

1. At the Guild's option, on or after January 1, 1999, and prior to December 31, 1999, the Guild will release the City from any and all liability for providing long-term disability benefits for officers (apart from statutory disability, retirement, and workers compensation benefits) and shall assume sole responsibility for same, including payment of LTD premiums and existing claims for LTD benefits; provided the Guild provides at least 30 days notice of its intent to exercise its option; and provided that the City's contract with the Long-Term Disability Insurance provider allows for the cessation of the coverage of Guild members.
2. The City shall provide for mandatory participation in and mandatory payroll deduction for the premium of a LEOFF II disability plan that is selected periodically and administered by the Guild. The Guild shall indemnify and hold the City harmless from any and all liability arising from the mandatory participation in the plan or the mandatory deduction of the premium to the extent that any claim arises from the mandatory participation in the plan or the mandatory deduction of the premium. In the event of a refund from Standard relating to

experience prior to January 1, 1999, the refund will be shared between the parties, with the Guild receiving two-thirds and the City one-third.

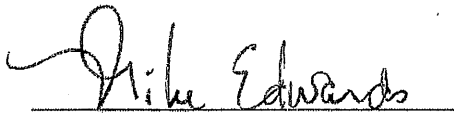
3. Upon the Guild exercising its option to provide such coverage, and pursuant to the limitation set forth above, the parties agree that the City shall not be required to provide Long-Term Disability Insurance as of the effective date of the change. As of the effective date, the Union shall be solely responsible for providing Long-Term Disability Insurance to its members and the reserves under the current policy attributable to employees within the bargaining unit will be transferred to the new policy with the Guild as the policyholder. The Union recognizes that the Long-Term Disability Insurance provider; and not the City, determines what reserves, if any, it will retain for the Long-Term Disability Insurance, and, therefore, releases the City from any liability or responsibility for reserves, except as expressly provided for herein. Should the Union have any dispute with respect to excess reserves, the Union shall look solely to the Long-Term Disability Insurance provider for resolution of the dispute; provided that the City will take reasonable steps to facilitate the transfer of any excess reserves to the parties. If the City provides the Long-Term Disability Insurance required in this Article until the effective date of the change, the Union and its members shall release the City from any and all liability for long-term disability claims based on occurrences arising prior to that date. Additionally, the Union shall defend, indemnify, and hold the City and all of its employees harmless from any and all liability relating to claims that are the responsibility of the Guild under the terms of this Agreement; provided that the Union's obligations hereunder shall not be effective unless and until the City first tenders any such claim to the Long-Term Disability Insurance provider and such tender has been denied; and provided that the Union's obligations hereunder shall not be effective to the extent the claim is based solely on the City's negligence. The indemnification obligation set forth herein shall survive the expiration of Collective Bargaining Agreements between the parties.
4. Effective January 1, 1999, the Choice Plus plan from United Healthcare will be offered in place of the Options and Pacificare health care plans, which will be eliminated. If the Guild elects to assume responsibility for providing LTD coverage, the Vision Services Plan, with a monthly premium that is closest in cost to (but no higher than) the City's current LTD premium contribution, will be provided by the City to all LEOFF II officers and dependents, and to all LEOFF I dependents at no charge to the employee. The Group Health and Regence health care plans will remain unchanged, except the vision benefits under the Regence and Choice Plus plans will be eliminated if the Vision Services Plan is added.
5. Consistent with the plan changes described at paragraph 4 above, effective January 1, 1999, references to the Options Plan and Pacificare Plan in Section 11.5 of the parties Collective Bargaining Agreement shall become null and void.

Memorandum of Understanding
Seattle Police Officers' Guild
Page 6

6. The parties recognize that the above Agreement is not a compromise on the overall question of who or which entity is entitled to receive health care premium refunds.

Signed this 3rd day of February, 1999.

SEATTLE POLICE OFFICERS' GUILD



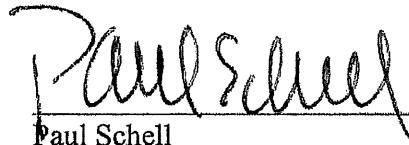
Mike Edwards
President

FT:plm

THE CITY OF SEATTLE

Executed under Authority

Of Ordinance 119346



Paul Schell
Mayor

Relative Cost/Savings Between Lateral Entry and Other Recruits

Given anticipated levels of recruiting no actual budget savings will result from lateral entry.
The following compares the relative cost/savings between lateral entry officers and other recruits:

Cost of Academy per recruit ¹ =	\$14,714
(excl. benefits)	X 30 recruits
	<u>\$441,420</u>

Savings from waving the Academy for 30 Police Officers = \$441,420

Cost of hiring Police Officers at steps other than first step:
(incl. 10% rollup for OT & 5.44% rollup for pension. Doesn't incl. cost of benefits)

30 officers @ step 1 (\$18.03) =	\$1,303,778
10 officers @ step 3 (\$19.49) =	\$469,784
10 officers @ step 4 (\$20.90) =	\$503,771
5 officers @ step 5 (\$21.84) =	\$263,214
5 officers @ step 6 (\$22.70) =	\$273,579
	<u>\$1,510,349</u>

Additional annual cost of hiring Police Officers at other than top step = \$206,570

After the first two years this will cost will begin to diminish until all lateral entry officers are at top step.

Relative savings in year one comparing lateral entry to other recruits = \$234,850

Notes:

1. Cost of attending the academy per Connie Curtain, SPD. - 880 hours @ 16.72 excl. benefits.

SEATTLE POLICE DEPARTMENT LATERAL ENTRY PROGRAM

HIRING, SALARY & TRAINING REQUIREMENTS



Ofc. Jonathan Young - Recruiter (206) 684-8499
Ofc. Christie-Lynne Bonner - Recruiter

Norm Stamper - Chief of Police

SEATTLE POLICE DEPARTMENT

LATERAL ENTRY PROGRAM

MINIMUM ELIGIBILITY REQUIREMENTS FOR LATERAL OFFICERS

- Twenty-four continuous months of full-time post academy experience as a paid, sworn, municipal, county, state or federal police officer (excludes military police and reserve duty) within the last 36 months.
- Graduate of a municipal, federal or regional Basic Law Enforcement Training Academy or equivalent, as accepted by the Washington State Criminal Justice Training Commission. Copy of Academy certificate to be provided with application.
- Citizen of the United States.
- High School Diploma or equivalent.
- Applicants meeting the above requirements will complete a job application and a personal history inventory outlining their law enforcement experience. In addition, the applicant is to submit a resume and cover letter.

TESTING - MINIMUM ELIGIBILITY REQUIREMENTS

- Placement on the City of Seattle's Civil Service Lateral Entry Police Officer register, which will require the following:
- Passing score on the Cooper Physical Fitness Test.
- Civil Service written examination with a minimum passing score of 80%.
- Successful completion of a writing skills test. Candidates will watch a short video of an incident and then be required to complete a basic incident report. The test will be graded on a scale of 1-5 by a panel. This score will be combined with the oral board score to determine rank order of the candidates on the civil service register.
- Successful completion of the lateral entry oral board. Applicants will be asked a series of questions about their knowledge of policing.

HIRING REQUIREMENTS

- Successful completion of all current entry level hiring screening standards (including polygraph, psychological, and medical evaluation) with the following additional background screening requirements:
- Interview of candidate's immediate supervisor, three previous supervisors, and one member of command staff above immediate supervisor, interviews of three peers not selected by candidate.
- Review of performance records: firearm proficiency, vehicle accidents, citizen and other complaints, lawsuits, performance evaluations, academy evaluations and related documents. All records will be sent directly to the Background Detective by the applicant's current department.
- To the extent possible, background detectives will conduct on-site visits to local applicant's agencies.
- Valid Washington State Vehicle Operator's License.

POST HIRE REQUIREMENTS

- All lateral entry officers must successfully complete a four week SPD Lateral Officer Orientation Program which consists of an orientation to SPD as well as academic and hands-on training. Included will be testing components (three written tests and mock scenes) necessary to satisfy the Washington State Basic Equivalency Academy.
- This requirement will apply to all lateral entry candidates regardless of whether they have successfully completed the Washington State BLEA.
- A passing score on the SPD firearms course.
- Re-certification on candidates who have not completed the WSCJTC's EVOC course.
- All candidates must successfully complete the Lateral Entry Field Training Officer program (approximately 8 weeks) and the one year probationary period from the date the officer is sworn in as an SPD officer. The Lateral Entry FTO is simply an accelerated version of the current fourteen week FTO program for new hires. All existing training benchmarks and standards will be maintained.

SALARY AND BENEFITS

Salary placement for Lateral officers will begin no lower than the 3rd step and will not exceed the 6th step of the Police Officer salary range.

Lateral Entry Officer Salary Steps							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$3137	\$3262	\$3391	\$3636	\$3800	\$3949	\$4146	\$4290

For example (prior experience):

24 - 41 months of experience = Step 3

42 - 53 months of experience = Step 4

54 - 65 months of experience = Step 5

66+ months of experience = Step 6

Progression in salary increases are in accordance with City's salary ordinances which are in 12 month intervals. For example: with 45 months of service the applicant will be placed at Step 4 and at the conclusion of 12 months of SPD service would be placed at Step 5.

SPD Officer Salary Steps							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sworn in	6 months	18 mths	30 mths	42 mths	54 mths	66 mths	78 mths

- Lateral officers are eligible for paid medical coverage on the 1st day of the month following the initial appointment as a SPD officer.
- Lateral officers will not receive contractual seniority or longevity benefits for time served prior to joining SPD. Credited time for these benefits will be for SPD time only.
- Lateral entry officers will be assigned to Patrol activities for a minimum of three years upon completion of FTO program. (Exception: Operational needs may require reassignment.)

PROMOTIONAL AND ASSIGNMENT REQUIREMENTS

- An officer must have 3 years of SPD experience to take the Detective's exam and be assigned as such; an officer must have 5 years of SPD experience to take the Sgt. Exam. A four year degree may serve as a substitute for 1 year of experience.

MEMORANDUM OF AGREEMENT

This agreement is between the City of Seattle (City) and the Seattle Police Officers' Guild (Guild). The purpose of this agreement is to provide the framework for resolving an issue that has arisen concerning parking at the newly opened West Precinct of the Seattle Police Department.

1. Effective October 4, 1999, Guild members shall be allowed to park in spaces designated for private vehicle parking in the West precinct parking lots.
2. The parties agree to submit the following issues to the collective bargaining process which is currently ongoing: (1) The appropriate rate to be charged by the City to Guild members for parking at West Precinct; and (2) The issue of retroactive payment, if any, of parking charges between October 4, 1999 and the resolution of the current collective bargaining process. The resolution of these issues in the bargaining process shall be binding upon both parties, and shall be incorporated into the parties' next collective bargaining agreement.
3. Employees shall cooperate in the process for monitoring use of the parking lot.
4. This agreement is without prejudice or precedent to either party's bargaining position on the issues set forth in paragraph 2 above or any other issues raised in the current collective bargaining negotiations between the City and the Guild.
5. The parties waive the right to file any unfair labor practice charge(s) arising out of or pertaining to positions taken prior to September 29, 1999 in connection with members of the bargaining unit represented by the Guild parking at West Precinct parking lots.

The parties acknowledge that they have entered into this agreement voluntarily, and with full understanding of their rights and obligations.

Dated this 29th day of September, 1999.

City of Seattle	Seattle Police Officers' Guild



City of Seattle

Pam Schell, Mayor

Executive Services Department

Dwight D. Dively, Director

March 22, 2000

Mike Edwards, President
Seattle Police Officers' Guild
550 South Michigan St.
Seattle, WA 98108

Dear Mike:

As a follow-up to our discussion on January 28, this letter will confirm that with your concurrence the City will change the meal reimbursement rate for members of the Seattle Police Officers' Guild bargaining unit from the Runzheimer rate to the federal rate. As a result of this change and consistent with the City's travel policies and procedures provided at the meeting, bargaining unit members will not be required to submit receipts for meals and may retain the unspent portion of an advance for meals.

Please indicate your concurrence with this change by signing a copy of this letter and returning it to me. The new procedure for meal reimbursement will be implemented promptly, following receipt of a signed copy of this letter.

The Guild's willingness to change meal reimbursement procedures is appreciated.

Sincerely,

Fred Treadwell
Labor Negotiator

I concur:

Mike Edwards
President
Seattle Police Officers' Guild

cc: A/C John Pirak

Personnel Division, Dexter Horton Building, 710 Second Avenue, 12th Floor, Seattle, WA 98104-1793

Tel: (206) 684-7664, TDD: (206) 684-7888, Fax: (206) 684-4157, <http://www.ci.seattle.wa.us>

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AITCHISON & VICK, INC.

Attorneys at Law

Oregon Office:

3021 N.E. Broadway
Portland, OR 98232
(503) 282-6160
Fax: (503) 282-5877
e-mail: aitch@pacifier.com

Will Aitchison
Admitted in OR, CA and AK

Washington Office:

15 South Grady Way
vergreen Building, Suite 414
Renton, Washington 98055
(425) 204-8385
Fax: (425) 277-3610
mail: ckvick@nventure.com

Christopher K. Vick
Admitted in WA

Andrew P. Hall
Admitted in WA and TX

March 29, 2000

11-11-2000

Vince Helm, Hearing Examiner
Public Employment Relations Commission
P.O. Box 40919
Olympia, WA 98504-0919

Re: Seattle Police Officers Guild and the City of Seattle
Subject: Motion to Withdraw
Case No.: 14652-U-99-3673


Dear Mr. Helm:

In accordance with the attached agreement, please accept this letter as a motion on behalf of the Seattle Police Officers Guild to withdraw its unfair labor practice claim in the above-entitled matter.

Please do not hesitate to call me if you have any further questions.

Very truly yours,

Aitchison & Vick, Inc.



Christopher K. Vick
Attorney at Law

CKV/erm
attachment

cc: Marilyn Sherron
Janice Corbin
Fred Treadwell
Mike Edwards

SETTLEMENT AGREEMENT

WHEREAS, the City of Seattle ("City") and the Seattle Police Officers' Guild ("SPOG") have been signatory to a series of collective bargaining agreements setting forth the wages, hours, and other terms and conditions of employment for members so the bargaining unit represented by SPOG; and

WHEREAS, on or about June 17, 1999, SPOG filed an unfair labor practice complaint against the City alleging that the City had, unilaterally and without bargaining, assigned public safety rescue and recovery under water diving work ("water rescue work") currently done by members of the bargaining unit represented by SPOG to members of the bargaining unit represented by International Association of Fire Fighters Local 27 ("IAFF"); and

WHEREAS, the unfair labor practice complaint has been docketed as case no. 14652-U-99-3673; and

WHEREAS, the City has denied assigning under water rescue work currently done by members of the bargaining unit represented by SPOG to members of the bargaining unit represented by the IAFF;

WHEREAS, the City and SPOG wish to resolve the unfair labor practice complaint and proceeding; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. The City will not unilaterally and without discharging its duty to bargain, assign water rescue work that has been done exclusively by members of the bargaining unit represented by SPOG to any other employee of the City or any other entity. The City further agrees that it would be untimely to raise any skimming or subcontracting issues related to water rescue in the current negotiations for a successor agreement between the parties.

2. For purposes of this Agreement, water rescue work that has been done exclusively by members of the bargaining unit represented by SPOG is any water rescue work that involves the use of SCUBA, or other specialized diving equipment with the exception of snorkels, fins and diving masks.

3. The City will discharge its duty to bargain with SPOG over any proposed change(s) in assigning water rescue work that has been done exclusively by members of the bargaining unit represented by SPOG.

4. Nothing in this Agreement shall change the current practice of requiring a dual response to water rescues. Provided that the Police Department Dive unit shall be the primary responder during search, rescue and recovery dive operations and Fire

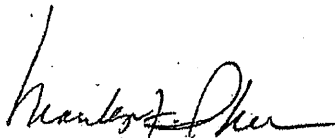
Department personnel will only operate in a support role, once Police Department personnel are on a scene.

5. Nothing in this Agreement shall change the current practice of and/or prohibit any fire fighter coming upon and/or responding to a situation requiring a water rescue from doing a water rescue so long as such rescue does not involve the use of SCUBA equipment or other specialized diving equipment with the exception of snorkels, fins and diving masks.

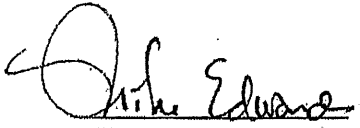
6. SPOG shall immediately withdraw the unfair labor practice complaint that has been docketed as case no. 14652-U-99-3673 with prejudice.

7. This is the resolution of a disputed claim and that the execution of this Agreement shall constitute an admission of liability by any party hereto.

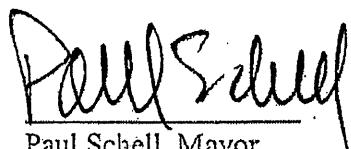
IN WITNESS WHEREOF we have set our hands this 13th day of March, 2000.


Marilyn F. Sherron, Assistant
The Seattle Law Department

3/10/2000
Date


Mike Edwards, President
Seattle Police Officers' Guild

3/13/2000
Date


Paul Schell, Mayor
The City of Seattle

3/17/2000
Date

orig R file
SPOG

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Seattle (hereinafter referred to as the "City") is a first class charter city, organized in accordance with Washington Constitution Article XI, §10 and Chapter 35.22, RCW; and

WHEREAS, the City and the Seattle Police Officers' Guild (hereafter referred to as "SPOG") have been signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPOG; and

WHEREAS, the City and the Seattle Police Management Association (hereafter referred to as "SPMA") have been and are signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPMA; and

WHEREAS, on or about January 27, 1997 the City Council passed Ordinance Number 118482 creating a "Firearms Review Board Citizen Observer position (hereinafter "Citizen Observer") with authority to attend each meeting of the Seattle Police Department Firearms Review Board as a non-voting observer, to report annually to the Mayor and Council on the proceedings of the Firearms Review Board, and to increase the confidence of the general public in the review process"; and

WHEREAS, on or about February 6, 1997, the Mayor signed Ordinance Number 118482; and

WHEREAS, on or about February 4, 1997, SPOG, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the Public Employment Relations Commission (hereinafter referred to as "PERC") that was docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about June 11, 1997, SPMA, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the PERC that was docketed as *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about April 27, 1999, Hearing Examiner Walter M. Stuteville issued Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218

and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245; and

WHEREAS, the City, SPOG, and SPMA have all appealed from Hearing Examiner Walter M. Stuteville's Consolidated Findings of Fact, Conclusions of Law, and Order; and

WHEREAS, the City, SPOG, and the SPMA wish to resolve the unfair labor practice proceeding without resort to further litigation; it is therefore

AGREED BY AND AMONG THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. As part of the appointment process contemplated by Section 3 of Ordinance Number 118482, the President of SPOG and the President of SPMA and/or their designee(s) will be allowed to sit in on the interviews of the final candidates for Citizen Observer and provide input during the interview process.

2. Any bargaining unit employees involved in a Firearms Review Board investigation and review (hereinafter referred to as the "subject employee") will be afforded his/her Weingarten and Garrity rights.

3. The Seattle Police Department Policies and Procedures Manual Section 1.305, ¶I(A)(5) will be revised to read:

A bargaining unit representative shall be permitted to attend the Firearms Review Board, if requested by the subject employee, to provide representation in accordance with RCW 41.56.¹

4. The Seattle Police Department Policies and Procedures Manual Section 1.305, ¶V will be revised to read:

VI Citizen Observer

A. The Mayor shall appoint a Citizen Observer to the Firearm's review Board to observe and report on the Proceedings of the Board.

1. In addition to possessing the qualifications set forth in Section 3B of Ordinance Number 118482, the Citizen Observer shall possess the following qualifications and characteristics:

¹ The parties agree that Appendix A reflects the current state of the law with respect to representation in accordance with RCW 41.56.

a. demonstrated professional experience in criminal justice and/or constitutional law, and,

b. some experience in fact-finding.

2. The Citizen Observer shall be a non-voting observer and shall comply with all of the provisions of Ordinance 118482.

a. The Citizen Observer shall be excused during the deliberations and voting of the Firearms Review Board.

B. The Mayor shall appoint an alternate Citizen Observer who will serve in place of the Citizen Observer where the Citizen Observer is unavailable and/or is unable to serve.

1. The alternate Citizen Observer shall be selected in the same manner as the primary Citizen Observer.

C. The subject employee or the subject employee's bargaining representative may request that the Citizen Observer not attend and/or observe the proceedings of the Firearms Review Board in a particular case if there are concerns related to an appearance of fairness, or if the Citizen Observer is demonstrated to have violated the confidentiality provisions of the Ordinance, or if there are other concerns of similar gravity.

1. Such a request shall be made within five days after receiving notification of the hearing.

2. When such a request is timely made, the alternate Citizen Observer shall be used for the hearing.

5. The Seattle Police Department Policies and Procedures Manual Section 1.305, will be revised to add a ¶VII that will read:

VII Bargaining Representative Observer

A. A representative of the subject employee's bargaining unit shall serve as a non-voting member of the Firearms Review Board, in the same capacity, and subject to the same limitations, as the Citizen Observer.

1. The representative of the subject employee's bargaining unit will be excused during the deliberations and voting of the Firearms review Board.

B. The representative of the subject employee's bargaining unit who serves as the non-voting member of the Firearms Review Board shall not be the same representative who represents the subject employee before the Firearms Review Board in accordance with RCW 41.56.

6. When records relating to the Firearms Review Board are requested pursuant to a public disclosure request, the subject employee's bargaining representative will be notified of the request and be allowed a reasonable period of time, not to exceed two weeks from date of notification of the request, in which to seek a court order prohibiting disclosure of such records.

7. Hearing Examiner Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245 shall not be used as precedent in any other proceeding(s) involving the City and SPOG and/or the City and SPMA.

8. The City, SPOG, and SPMA will ask the PERC to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245.

9. The City, SPOG, and SPMA will ask the PERC to agree that the Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245 shall have no precedential effect in any PERC proceedings involving the City and SPOG and/or the City and SPMA.

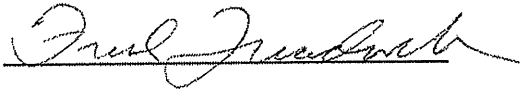
10. The City, SPOG, and SPMA will ask PERC to suspend the briefing schedule pending completion of the settlement discussions and the PERC approval process.

11. If the PERC does not agree to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order and/or to agree that Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order shall have no precedential effect in any PERC proceeding(s) involving the City and SPOG and/or the City and SPMA, this Memorandum of Agreement shall be null and void and the parties will either continue discussing other alternatives to achieve the same goals and/or will request a new briefing schedule so that the appeals can be completed.

12. If the PERC agrees to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order and agrees that Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order shall have no precedential effect in any PERC proceeding(s) involving the City and SPOG and/or the City and SPMA, then the parties shall withdraw their appeals.

IN WITNESS WHEREOF, we have set our hands this 10th day of April, 2000.

CITY OF SEATTLE



SEATTLE POLICE OFFICERS' GUILD

SEATTLE POLICE MANAGEMENT ASSOCIATION



4/10/00

APPENDIX A

The parties agree that the following is the scope of a bargaining representative's right to provide representation to an subject employee in a Firearms Review Board proceeding in accordance with RCW 41.56 as of the date of the execution of the Memorandum of Agreement:

1. The bargaining unit representative can counsel the subject employee, complying with all applicable bargaining agreements.

2. The subject employee may consult with the union representative before commencing an investigatory interview.

3. Once the Board asks the subject employee to give his/her version of what occurred, there will be no interruption from the bargaining unit representative.

4. Once active questioning begins of the subject employee, the bargaining unit representative may alert the officer to problems with the phrasing or scope of a question.

a. Examples of the type of assistance which might be provided by the bargaining unit representative include: noting when questions are ambiguous or misleading; noting when questions invade a statutory privilege that the officer has the right to invoke; or interceding when questions become harassing or intimidating.

i. The right of the bargaining unit representative to participate during the questioning process does not necessarily allow that representative to confer with the subject employee before every answer.

5. When a statutory privilege is not at issue, the representative cannot delay the subject employee's responses while the representative advises the officer whether or how to answer a question.

a. Also, the representative and the subject employee is not free to interject comments whenever he/she wishes during the interview.

6. In the interest of maintaining an orderly process, the Board may reasonably require the bargaining unit representative to wait until the conclusion of questioning before seeking clarification of previous officer answers, bringing to light favorable facts the officer might have overlooked, suggesting other individuals who may have relevant knowledge, describing relevant practices, or advancing extenuating circumstances for the Board to consider.

APPENDIX A

The parties agree that the following is the scope of a bargaining representative's right to provide representation to an subject employee in a Firearms Review Board proceeding in accordance with RCW 41.55 as of the date of the execution of the Memorandum of Agreement:

1. The bargaining unit representative can counsel the subject employee, complying with all applicable bargaining agreements.

2. The subject employee may consult with the union representative before commencing an investigatory interview.

3. Once the Board asks the subject employee to give his/her version of what occurred, there will be no interruption from the bargaining unit representative.

4. Once active questioning begins of the subject employee, the bargaining unit representative may alert the officer to problems with the phrasing or scope of a question.

a. Examples of the type of assistance which might be provided by the bargaining unit representative include: noting when questions are ambiguous or misleading; noting when questions invade a statutory privilege that the officer has the right to invoke; or interceding when questions become harassing or intimidating.

b. The right of the bargaining unit representative to participate during the questioning process does not necessarily allow that representative to confer with the subject employee before every answer.

5. When a statutory privilege is not at issue, the representative cannot delay the subject employee's responses while the representative advises the officer whether or how to answer a question.

a. Also, the representative and the subject employee is not free to interject comments whenever he/she wishes during the interview.

6. In the interest of maintaining an orderly process, the Board may reasonably require the bargaining unit representative to wait until the conclusion of questioning before seeking clarification of previous officer answers, bringing to light favorable facts the officer might have overlooked, suggesting other individuals who may have relevant knowledge, describing relevant practices, or advancing extenuating circumstances for the Board to consider.

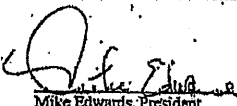
Memorandum of Agreement
Page 6 of 6

Letter of Understanding

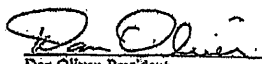
In order to avoid any current or future misunderstanding concerning the use of the term "deliberations" in the Firearms Review Board ("FRB") Memorandum Of Agreement ("MOA"), the purpose of this Letter of Understanding is to explain that it was and continues to be the parties' intent to have the FRB operate much like a jury. As such, it was and continues to be the parties' intent to have the Chair of the FRB exclude observers (union and civilian) only after all evidence has been presented, the observers have been given a full opportunity to provide input, and the record has been closed. After exclusion of the observers (union and civilian) there will be no further opportunity for anyone to present any further testimony or evidence for the FRB's consideration.

This Letter of Understanding shall be attached to the MOA and each of the party's signature below shall signify its agreement to the Letter of Understanding.

SEATTLE POLICE OFFICERS' GUILD


Mike Edwards, President

SEATTLE POLICE MANAGEMENT ASSOCIATION


Dan Oliver, President

CITY OF SEATTLE

Labor Relations

Law Department

Letter of Understanding
Page No. 1 of 1
Brld-No-2-7/12

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MEMORANDUM OF AGREEMENT
By and Between
THE SEATTLE FIRE DEPARTMENT
And
THE SEATTLE POLICE DEPARTMENT

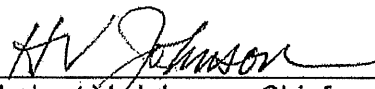
This Memorandum of Agreement is entered into by the Seattle Fire Department (hereinafter "SFD") and the Seattle Police Department (hereinafter "SPD") for the purpose of setting forth the understandings of the parties concerning protocols in the operation of Police Boat 1 (hereinafter "the boat") equipped with the 250 gpm Hale pump on Elliot Bay.

1. SFD is the lead agency in the suppression and investigation of fire related emergencies, and emergency medical services.
2. SPD is the lead agency in law enforcement and the maintenance of public order. SPD will respond to emergency incidents, including boat fires, and marine fires adjacent to the water and subject to attack from the water.
3. The boat may be of assistance to SFD in the event of a fire or other emergency. The boat may serve as the initial responder to the fire related emergencies or emergency medical incidents.
4. SFD and SPD agree that emergencies will be managed under an Incident Command System. In the event of a multi-faceted emergency, a Unified Command will be established.
5. The following operational guidelines are established to promote the safe and efficient use of Fire and Police resources:
 - a) When the boat is requested at or responds to a fire or other emergency under the direction of SFD, they will monitor the appropriate fire channel, as designated by the Fire Alarm Center (FAC). The FAC will immediately advise SPD Communications when a marine fire is reported.
 - b) If SPD Harbor personnel receive a report of a fire or other emergency they shall immediately notify SPD Communications and SPD Communications shall inform the FAC concerning all information they receive.
 - c) When the boat is operating or assisting SFD at the scene of a fire or other emergency, they will be under the direction of the SFD Incident Commander.

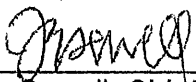
- d) Prior to the establishment of SFD Command, initial actions by the boat will be based on immediate life safety and property considerations. The FAC will be immediately notified of any actions and will relay this information to responding fire units.
 - e) When SFD personnel are on board the boat engaging in fire suppression activities, the Fire Officer will assume responsibility for fire fighting operations, under the Incident Commander's direction.
6. The training, equipping and maintenance of the boat to engage in fire suppression activity are the responsibility of SPD.
7. This MOA shall be effective immediately and shall remain in effect until rescinded by either party.

The signature below of each respective party shall signify their agreement to all the terms of this Memorandum of Agreement.

Signed this 6-28-00 day of June 2000.



Herbert V. Johnson, Chief
Seattle Police Department



James Sewell, Chief
Seattle Fire Department

Settlement Agreement Regarding Dive Work and Elliott Bay Patrols

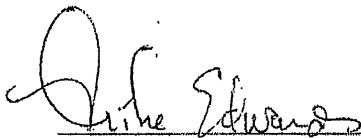
The parties acknowledge that the use of SCUBA and other specialized diving equipment to perform dive work is the exclusive bargaining unit work of the Seattle Police Officers' Guild ("SPOG"). In the interest of public safety the SPOG agrees to share only the emergency water rescue aspect of dive work exclusively with members of the bargaining unit represented by IAFF Local 27 ("Local 27"), in emergency circumstances under the following conditions:

1. Following the execution of this settlement agreement, a dual notification will be made to the Police and Fire Departments in the event of a request for emergency water rescue. The first unit (Police or Fire) of qualified rescue divers arriving on the scene will undertake appropriate underwater rescue operations including SCUBA. Police Department personnel shall assume incident command (ICS) during dive operations upon arrival at the scene. All diving work apart from that shared under the terms of this agreement, shall be performed exclusively by police divers. The determination as to when a rescue effort becomes a recovery effort shall be defined in the protocols established for emergency water rescue response.
2. All Police Department personnel regularly assigned or subject to call out to perform dive work shall be paid the premium pay applicable to dive work. In its efforts to enhance overall public safety, the City will ensure there are at least as many authorized divers in the Police Department as in the Fire Department. All divers shall be fully equipped by the City to perform their work. Upon ratification of the successor to the collective bargaining agreement between the City and Local 27 that expires on December 31, 2000, the SPOG may at their sole option reopen negotiations explicitly and exclusively with respect to the issue of premium pay for dive work performed by members of their bargaining unit. The City acknowledges that the express purpose of this reopener is to address equity regarding premium pay specific to dive work in the City.
3. The Police Department shall have the primary responsibility for all subsurface water rescue work in the City and the Police Department shall have final authority and responsibility to establish training programs, operational protocols, future deployment levels and uniform equipment standards, including compatible communications systems, for all such work. The parties recognize that the Police Department, while retaining final authority, will necessarily consult with Fire Department management in administering the diving program.
4. Nothing in the budgeting or operation of the City's diving program will result in the loss of positions by the SPOG bargaining unit, including dive positions as a result of the execution of this settlement agreement. Additionally, nothing in the settlement agreement will allow Local 27 bargaining unit members to perform law enforcement

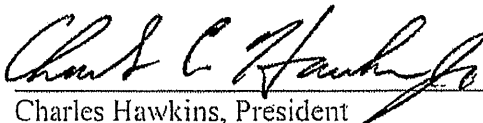
duties in conjunction with emergency dive rescue efforts or prohibit either Local 27 or SPOG bargaining unit members from performing surface rescue efforts.

5. SPOG bargaining unit members shall continue to operate a Harbor patrol boat to patrol Elliot Bay. The authorized staffing levels for the harbor patrol Unit will include staffing for the Elliot Bay patrol boat. Staffing above the minimum levels necessary to accomplish public safety needs and appropriate equipment purchases shall be at the discretion of the Police Department as budgeted by the City. The attached protocols for fire responses shall apply on Elliot Bay. Current non-law enforcement patrols of Elliot Bay by the Fire Department shall continue.
6. Upon execution of this settlement agreement, the 12-hour shift pilot program for Harbor Patrol personnel shall become the regular shift for Harbor Patrol personnel. The SPOG acknowledges that there are impacts of the 12-hour shift that will be resolved through labor-management discussions.
7. The City will budget to fully accomplish the terms of this MOA and to ensure no loss in public safety response capabilities by either department.
8. This Memorandum of Agreement shall be signed by SPOG, the City and Local 27 and will resolve all outstanding issues with respect to jurisdiction over dive work and Elliot Bay patrols.
9. The terms of this agreement shall be subject to enforcement through the grievance procedure of the parties extant collective bargaining agreement although this agreement shall survive the expiration of any particular collective bargaining agreement for so long as firefighters perform subsurface water rescue work. If this provision is determined to be unenforceable as to duration the parties agree to immediately insert this agreement within the terms of the extant collective bargaining agreements.

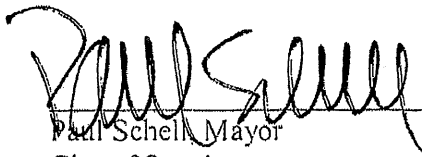
Signed this 22nd day of September 2000.



Mike Edwards, President
Seattle Police Officers' Guild



Charles Hawkins, President
Local 27, I.A.F.F.



Paul Schell, Mayor
City of Seattle

*Copy 51006/air/light file.
Original in Police Boat File
(copy to SFD)*

MEMORANDUM OF AGREEMENT
By and Between
THE SEATTLE FIRE DEPARTMENT
And
THE SEATTLE POLICE DEPARTMENT

This Memorandum of Agreement is entered into by the Seattle Fire Department (hereinafter "SFD") and the Seattle Police Department (hereinafter "SPD") for the purpose of setting forth the understandings of the parties concerning protocols in the operation of a Police Boat (hereinafter "the boat") equipped with a 250 gpm Hale pump on Elliot Bay.

1. SFD is the lead agency in the suppression and investigation of fire related emergencies, and emergency medical services.
2. SPD is the lead agency in law enforcement and the maintenance of public order. SPD will respond to emergency incidents, including boat fires, and marine fires adjacent to the water and subject to attack from the water.
3. The boat may be of assistance to SFD in the event of a fire or other emergency. The boat may serve as the initial responder to the fire related emergencies or emergency medical incidents.
4. SFD and SPD agree that emergencies will be managed under an Incident Command System. In the event of a multi-faceted emergency, a Unified Command will be established.
5. The following operational guidelines are established to promote the safe and efficient use of Fire and Police resources:
 - a) When the boat is requested at or responds to a fire or other emergency under the direction of SFD, they will monitor the appropriate fire channel, as designated by the Fire Alarm Center (FAC). The FAC will immediately advise SPD Communications when a marine fire is reported.
 - b) If SPD Harbor personnel receive a report of a fire or other emergency they shall immediately notify SPD Communications and SPD Communications shall immediately inform the FAC concerning all information they receive.
 - c) When the boat is operating or assisting SFD at the scene of a fire or other emergency, they will be under the direction of the SFD Incident Commander.

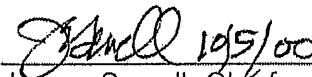
- d) Prior to the establishment of SFD Command, initial actions by the boat will be based on immediate life safety and property considerations. The FAC will be immediately notified of any actions and will relay this information to responding fire units.
 - e) When SFD personnel are on board the boat engaging in fire suppression activities, the Fire Officer will assume responsibility for fire fighting operations, under the Incident Commander's direction.
6. The training, equipping and maintenance of the boat to engage in fire suppression activity are the responsibility of SPD.
7. This MOA shall be effective immediately and shall remain in effect until rescinded by either party.

The signature below of each respective party shall signify their agreement to all the terms of this Memorandum of Agreement.

Signed this 5TH day of OCTOBER ~~September~~ 2000.



R. Gil Kerlikowske, Chief
Seattle Police Department



James Sewell, Chief
Seattle Fire Department

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is made and entered into this 12th day of April, 2001 by and between:

Plaintiff: Seattle Police Officers Guild, and

Defendants: City of Seattle, the City of Seattle Public Safety Civil Service Commission, and Norm Stamper.

RECITALS

A. The Plaintiff, a labor organization representing sworn officers and sergeants employed by the City of Seattle Police Department, has filed a Complaint against the City of Seattle, the City of Seattle Public Safety Civil Service Commission (or "PSCSC"), and Norm Stamper (collectively, "Defendants"), now pending in the Superior Court of the State of Washington, in and for the County of King, Cause No. 99-2-17067-9SEA;

B. In the Complaint, the Plaintiff challenges the promotional practices for sworn officers and sergeants, alleging that the 1978 City of Seattle Public Safety Civil Service Ordinance (Ordinance No. 10779) and Rule 11 of the City of Seattle Public Safety Civil Service Commission's Rules of Practice and Procedure are invalid because they do not substantially accomplish the purposes of Washington state law, RCW 41.12;

C. The Defendants contend that Ordinance No. 10779, Rule 11, and all promotional practices accomplish the purposes of RCW 41.12;

D. The Defendants deny that the institution and application of the Ordinance and the Rules of the Public Safety Civil Service Commission (or "PSCSC") have harmed or in any way deprived the rights of the Plaintiff, any Intervenor-Plaintiff, or any individual employed by the Seattle Police Department;

E. The Plaintiff and the Defendants agree that settlement of the lawsuit, upon the terms and conditions set forth below, is in the best interests of both parties;

F. The Plaintiff and Defendants acknowledge that quality supervisory personnel play an important role in the Police Department, including helping to preserve the integrity of the organization, providing guidance and leadership, and making command decisions;

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Seattle Police Officers Guild and City of Seattle, et al.
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G. The Plaintiff and Defendants agree that the terms and conditions set forth below are consistent with the parties' desire to use promotional processes that are perceived to be fair and unbiased; that provide for the selection of the most qualified candidate; that enable promotions based on merit, efficiency, and fitness; and that provide meaningful feedback upon request;

H. The Plaintiff acknowledges that the Chief of Police is charged with the ultimate authority and responsibility, as limited by this Settlement Agreement, for making promotional decisions and that such authority cannot be delegated by the Chief;

I. As a consequence of this Settlement Agreement, the Plaintiff agrees to dismiss the Complaint with prejudice; and

J. The terms of this Agreement shall be deemed incorporated by this reference into the parties' existing Collective Bargaining Agreement.

AGREEMENT

In consideration of the foregoing, Plaintiff Seattle Police Officers Guild and the Defendants agree as follows:

1.0 Voluntary Dismissal, Release, and Discharge

1.1. In consideration of the terms set forth in Section 2, below Plaintiff hereby completely releases and forever discharges Defendants from any demands, obligations, actions, causes of action, rights, damages, costs (including payment of attorney fees), losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or statutory theory of recovery, that the Plaintiff now has and that are the subject of the Complaint including, but not limited to, all claims under RCW 41.12 or any other provision of the laws of the State of Washington; any and all claims under the Seattle City Charter, the City's public safety civil service rules and regulations, express or implied contractual, statutory or tort claims; and any other federal, state or local civil law.

1.2 This release and discharge shall also apply to Defendants' past, present and future officers, attorneys, agents, servants, employees and assigns.

1.3 This release shall be a fully binding and complete settlement among the Plaintiff and the Defendants. As a consequence of this Settlement Agreement, Plaintiff commits to seeking a dismissal, with prejudice, of the Complaint in Cause No. 99-2-17067-9SEA, within seven days of full execution of this Agreement.

1.4 The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release and represents a complete compromise of matters

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involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim, and the provisions of this Agreement are not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.

2.0 Agreements by Defendants

2.1 On behalf of all Defendants, the City of Seattle agrees to make changes to its promotional practices for police officers and sergeants, as more fully outlined in the following paragraphs. The City shall effectuate any necessary amendments to the 1978 Public Safety Civil Service Ordinance and shall change the PSCSC's Rules of Practice and Procedure as necessary to implement and conform to the provisions of this Agreement.

2.2 A narrower certification list for promotions shall be established by replacing the Rule of 5 and 25% with a Rule of 5. The rule that multiple vacancies increase the pool on a 1 for 1 basis (i.e., 2 vacancies -- list expanded to 6) will be retained. In addition, when a candidate has been exempted from consideration as set forth below, that person shall be removed from the promotional register.

2.3 The candidate's Captain shall undertake an impartial review by interviewing the candidate's supervisor/commanders and taking personal responsibility to ensure that research is thorough, comprehensive, and impartial. Upon implementation of the new performance evaluation system, such research may not include a review of the written supervisory assessment. Bureau Commanders will ensure that the Captain will take the necessary steps as directed.

2.4 It shall be the obligation of every Bureau Commander to learn about each candidate.

2.5 The Human Resources Bureau shall continue to prepare documentation regarding each candidate certified for consideration as part of the pool. Certified candidates shall be asked to review their personnel records, IIS records, and training records for accuracy and completeness, and will have a new photograph taken.

2.6 In those instances where there is a candidate ranked higher on the register who is not promoted in favor of a candidate ranked lower on the register, the higher ranking candidate will meet with his/her Bureau Commander and the Chief of Police. During the meeting, the candidate will be informed of the reason for the decision and any perceived deficiencies in the employee's acceptability for promotion. The employee will be allowed to take notes but there will not be any written documentation prepared in regard to this aspect of the meeting. In those cases where an employee is not perceived to have deficiencies but is passed over because of the exercise of the Chief's reasonable discretion, that employee shall have the status of an employee who has successfully

completed an action plan for future promotions, as described in Paragraph 2.7, below. In such cases, the employee will be advised of his/her status by the Chief of Police in writing.

2.7 Except as set forth in Paragraph 2.8, below (i.e., upon request of the candidate), the Bureau Commander and Chief of Police, in consultation with the candidate, will prepare an action plan setting forth proposed steps that the candidate can take to address the concerns set forth in the feedback meeting. The plan shall be composed of objective elements and be capable of completion with reasonable effort within 90 calendar days. The design and contents of the final action plan shall be at the Chief's discretion. A candidate may not grieve the design and contents of the final action plan at its inception, but if the Candidate is removed from the promotional register for failure to successfully complete the final action plan, the Candidate may include in a removal grievance that the final action plan was an abuse of the Chief's discretion. If the candidate is not deemed to have completed the action plan within the first 90 calendar days, he/she may file a grievance over whether the plan is composed of objective elements and is capable of completion with reasonable effort within 90 calendar days. The plan shall be signed by both the candidate and the Chief. The Chief and the Bureau Commander will meet with the candidate after 90 calendar days to review the candidate's progress. If the action plan has not been successfully completed at that time, the Chief and the Bureau Commander will meet again with the candidate after an additional 90 calendar days. If, after a total of 180 calendar days, in the Chief's reasonable discretion the candidate has not successfully completed the action plan, the Chief may, upon notice to the candidate and the Guild, exempt the candidate from consideration for promotion and remove the candidate from the promotional register.

2.8 If a candidate who has been advised of perceived deficiencies chooses not to participate in the action plan process, or fails to sign the action plan, the Chief may, upon notice to the candidate and the Guild, exempt the candidate from consideration for promotion and the candidate will be removed from the promotional register.

2.9 The Chief has the discretion not to promote a candidate who is under investigation for committing an act of misconduct that, if sustained, would render the candidate unfit for promotion and for which an action plan would not be feasible. If said allegation is the sole basis for not promoting the candidate, the above-referenced action plan procedure shall not apply to such candidate, nor shall the decision to pass over such candidate be subject to challenge. The candidate will remain on the register during the investigation. If, upon investigation, charges are not sustained or are determined to be unfounded, or if the candidate is exonerated, the candidate will receive the next promotion absent just cause for not promoting the candidate. When and if the candidate is promoted, the candidate will receive retroactive seniority and back pay. If the employee would have been subject to the action plan provisions of this Agreement at the time the disciplinary investigation arose, the action plan language will apply, but the Chief is not obligated to promote the candidate after successful completion of the action plan until after findings are entered in the investigation. The expiration of a promotional

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register shall not affect any obligation to promote a candidate to the next promotion under the provisions of this Paragraph 2.9.

2.10 In some cases, the candidate will have recently had a sustained complaint regarding such a serious act of misconduct as to render the candidate unfit at the present time for promotion and an action plan is not feasible. Provided the disciplinary action arising from the sustained complaint is finalized (no active grievances or civil service appeals), upon advance notice to the candidate and the Guild, the Chief at his reasonable discretion may exempt the candidate from consideration for promotion and the candidate will be removed from the promotional register. If there is an active grievance or civil service appeal regarding the disciplinary action arising from the sustained complaint, the candidate will remain on the register during the appeal. If the candidate/Guild is unsuccessful with the appeal/grievance, the Chief at his reasonable discretion may exempt the candidate from consideration for promotion and the candidate will be removed from the promotional register. If the candidate/Guild is successful with the appeal/grievance, remedies may include immediate promotion to the next available position and retroactivity for pay and service credit. The expiration of a promotional register shall not affect any obligation to promote a candidate to the next promotion under the provisions of this Paragraph 2.10.

2.11 For purposes of the Agreement only, the phrase "successful with the appeal/grievance process" is defined to mean that the arbitrator/PSCSC determines that the misconduct did not occur as alleged as opposed to finding that the discipline was too harsh for the offense.

2.12 For all disciplinary actions imposed after the effective date of this Settlement Agreement, a proposed removal from a promotional register shall be considered and made part of the disciplinary process. A decision to remove a candidate from any register as a part of a disciplinary action shall be subject to the just cause provisions of the Collective Bargaining Agreement. Any disciplinary removal from promotional eligibility shall be limited to the register current at the time of the disciplinary action and, in addition, to the succeeding register. After a candidate's disciplinary disqualification expires (at the end of the register(s) identified in the disciplinary process), the candidate shall be eligible to compete for a promotion, and his/her candidacy shall be considered according to the provisions of this Settlement Agreement.

2.13 A candidate may not be passed over more than one (1) time after successful completion of the action plan without just cause.

2.14 The Guild and the Department support increased use of the probationary period for evaluation of candidates and agree that a reversion during the probationary period is not subject to any just cause provisions and cannot be appealed or grieved, provided that the express basis for the reversion is failure to meet the requirements of the position. The Guild and the Department recognize the importance of supervisory

feedback during the probationary period and agree that such feedback, even in written form, is not violative of other contractual provisions regarding evaluations.

2.15 The Department and the Guild are committed to increasing the number of qualified departmental personnel who participate in the promotional testing. In addition, the Department is committed to a promotional testing process that is valid and credible. With these commitments in mind, the Department is interested in forming a work group to look at promotional testing.

2.16 This Agreement and/or challenges to promotions shall be subject to the parties' grievance procedure and to the Public Safety Civil Service Commission (PSCSC) appeal procedures subject to its terms and in accordance with the following understandings:

- A. Where the Chief of Police is accorded "reasonable discretion" in making a decision under the terms of this Agreement, that decision may only be set aside by an Arbitrator or the PSCSC upon a finding that the Chief's decision was arbitrary or in bad faith. The Guild and/or candidate shall bear the burden of proving that the Chief's decision was arbitrary or in bad faith.
 1. The remedy for an abuse of the Chief's reasonable discretion in any forum shall not include the rescinding of a promotion that has already been made, but may include an award of back pay, back seniority, and may require the City to promote the aggrieved employee to the next available position.
- B. When a candidate has been passed over more than one (1) time after successful completion of the action plan, the decision shall be subject to the grievance procedure outlined in the Collective Bargaining Agreement, Appendix A, or, in the alternative, the candidate may appeal the decision to the PSCSC.
 1. The remedy for a violation of this section of this Agreement shall not require the rescission of a previously made promotion, but may include an award of back pay, back seniority and an order that the candidate be promoted to the next vacancy.
- C. The parties agree that "costs" as referenced in the Collective Bargaining Agreement Appendix A, Section A.2.5.C include attorneys' fees.
- D. Grievances filed pursuant to this Agreement shall be filed at Step 3 of the parties' grievance procedure.
- E. The expiration of the register shall not constitute a bar to the granting of a remedy under this Agreement.

Settlement Agreement
Seattle Police Officers Guild and City of Seattle, et al.
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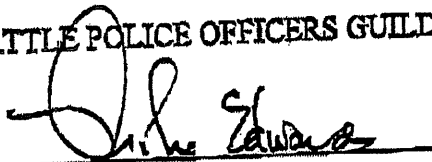
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Signed this 12th day of April, 2001.

SEATTLE POLICE OFFICERS GUILD

By:


Mike Edwards
President

SEATTLE POLICE DEPARTMENT

By:


R. Gil Kerlikowske
Chief of Police

AITCHISON & VICK, INC.,

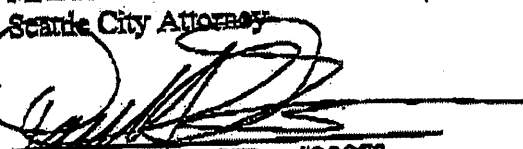
By:


Lisa Vargo, WSBA #19099

Attorneys for Plaintiff
Seattle Police Officers' Guild

MARK H. SIDRAN
Seattle City Attorney

By:


Paul A. Olsen, WSBA #29873
Assistant City Attorney

Attorneys for Defendants
City of Seattle, City of Seattle Public
Safety Civil Service Commission,
Norm Stamper, Chief of Police of
Seattle Police Department



City of Seattle

Paul Schell, Mayor

Personnel Department

Norma J. McKinney, Director

September 6, 2001

Mike Edwards
President
Seattle Police Officers' Guild
550 South Michigan St.
Seattle, WA 98108

Re: Administration of vacation balances

Dear Sgt. Edwards:

This letter is intended to address the issue of the loss of vacation time by Officer Dean Shirey and the potential loss of vacation time by other bargaining unit members who may face similar circumstances in the future.

LEOFF II employees on a disability leave are protected from the loss of vacation by Section 4.34.055E of the Seattle Municipal Code, which provides as follows:

Any employee receiving disability compensation pursuant to SMC Chapter 4.44 may exceed the normal maximum vacation balance until such time as the employee ceases to receive such disability compensation. If the employee returns to regular pay status upon discontinuance or exhaustion of such disability compensation, such employee's vacation balance may exceed the normal maximum vacation balance specified in SMC Section 4.34.020B for three (3) months after the date of such employee's return; otherwise, the employee shall be paid in a lump sum for any unused vacation credit balance.

However, LEOFF I employees are not covered by the City's workers' compensation or sick leave benefits, and, therefore, the above Municipal Code provision does not apply. It is my understanding that Officer Shirey, a LEOFF I employee, exceeded his maximum vacation balance because he sustained an injury and was unable to take a previously scheduled vacation because he was on disability leave. Under such circumstances, the loss of vacation time could be seen as inequitable. Therefore, with the concurrence of the Seattle Police Officers' Guild, the Department will allow LEOFF I bargaining unit employees, while on disability leave, to continue to accrue vacation beyond their vacation maximum, under the following circumstances:

1. The disability was the result of a sudden and unforeseen traumatic illness or injury.

Personnel Department, Dexter Horton Building, 710 Second Avenue, 12th Floor, Seattle, WA 98104-1793

General Tel: (206) 684-7664, TDD: (206) 684-7888, Fax: (206) 684-4157, <http://www.ci.seattle.wa.us>

Recorded Job Line: (206) 684-7999, Employment Website: www.ci.seattle.wa.us/jobs

An equal employment opportunity employer. Accommodations for people with disabilities provided upon request.

Mike Edwards
September 6, 2001
Page 2

2. The disability leave caused the cancellation of a previously scheduled vacation.
3. The employee's vacation balance may exceed the normal maximum vacation balance for three (3) months after the date the employee returns to work following the disability leave.
4. If the employee is unable to schedule sufficient vacation time to reduce his/her vacation balance below the maximum, the employee shall be paid in a lump sum for any unused vacation balance in excess of the maximum.

In the case of Officer Shirey, the vacation time that he lost as a result of exceeding his maximum vacation balance will be restored.

Please indicate your concurrence with administering vacation balances as indicated above, by signing below and returning copies of this letter to me and to Christopher Parsons.

Sincerely,

I concur:



Fred Treadwell
Labor Negotiator

Dated: _____

Mike Edwards
President
Seattle Police Officers' Guild

cc: Christopher Parsons
Michael Germann



City of Seattle

Gregory J. Nickels, Mayor

Seattle Police Department
R. Gil Kerlikowske, Chief of Police

LABOR RELATIONS

FEB 20 2002

RECEIVED

February 13, 2002

Mike Edwards, President
Seattle Police Officers' Guild
2949 4th Avenue South
Seattle, Washington 98134

Re: Video Cameras in Police Cars

Dear Mike:

In addition to the attached policies and protocols governing the pilot program to place video cameras in patrol cars, the Seattle Police Officers' Guild has proposed and the City concurs with the following conditions:

1. This is a pilot program that is only intended to last 12 months. At the conclusion of the pilot program, if the City decides to continue the program in any form, the parties will meet and negotiate any mandatory subjects of bargaining with regard to the implementation of video cameras in police cars.
2. During the period of collective bargaining, the parties agree that they will not implement any unilateral changes in practice including those embraced in the attached agreement.
3. In bargaining any mandatory subjects related to the implementation of the video camera in the cars, the attached pilot program will not be considered a labor relations precedent.

The City proposes the following amended language in response to the Guild's proposal:

4. At no time, either now or at the conclusion of the pilot project, will the City utilize the car video system as evidence in any administrative (non-criminal) investigation, except under the following circumstances:

Seattle Police Department, 610 Third Avenue, Seattle, WA 98104-1886

An equal employment opportunity. Affirmative action employer. Accommodations for people with disabilities provided upon request.

Call 206-461-7203 at least two weeks in advance.

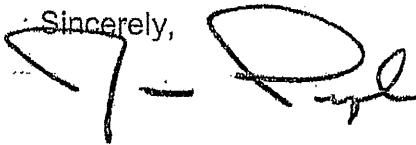
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Mike Edwards
February 13, 2002
Page 2

- a) An external complaint has been initiated by a citizen specific to an identified contact.
- b) An employee complaint has been received specific to an identified contact from an employee who was on scene or has personal knowledge about the contact.
- c) There is an inadvertent discovery of evidence that would support an allegation of police misconduct through the review of a tape in the course of routine non-disciplinary operations.

If you concur with the above conditions, please sign below and return a signed copy of this letter for our records.

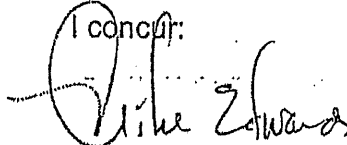
Sincerely,



FOR

John Diaz
Deputy Chief

I concur:



Mike Edwards

Date: 2/13/02

cc: Fred Treadwell

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and
THE SEATTLE POLICE OFFICERS' GUILD

The parties to this Memorandum of Agreement, the City of Seattle ("City") and the Seattle Police Officers' Guild ("Guild"), are contemporaneously executing a collective bargaining agreement to cover the term from January 1, 2004 through December 31, 2006. This Memorandum of Agreement is being reached to explain and interpret provisions of the collective bargaining agreement.

1. The dollar loss reporting threshold for secondary operators in the Communications Center shall remain \$1,500 for car prowls and \$500 for other crimes. This dollar loss reporting threshold was first established by a Memorandum of Agreement dated December 12, 1996, and it was not intended that it would supplant the Telephone Reporting Unit functions.
2. The parties have previously agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members which are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties collective bargaining agreement effective January 1, 2003, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.
3. The parties have previously agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members which are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
4. Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided in SMC 4.44.020,

hereinafter referred to as supplemental benefits, which exceeds the rate required to be paid by state law. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

5. Retiree Medical Care – Pursuant to section 11.9 of the collective bargaining agreement, retirees currently enrolled in the City's retiree medical care plans for employees in the SPOG bargaining unit shall be offered the opportunity to participate in an open enrollment that will allow them to select coverage from among any of the retiree medical plans offered by the City to its employees.
6. EEO Investigations – The Department may assign the responsibility for EEO matters, including investigations, outside the Internal Investigations Section, provided the investigation is conducted in accordance with the collective bargaining agreement and provided any questioning of bargaining unit members is conducted by an EEO investigator who is a sworn member with the civil service rank of sergeant. If the subject of the complaint is the EEO Investigator, the questioning shall be conducted by a sworn member other than the EEO investigator.

All disputes regarding the application or interpretation of this Memorandum of Agreement shall be adjudicated in accordance with the provisions of the grievance procedure in the parties' collective bargaining agreement.

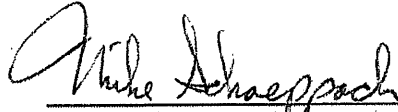
Signed this 28th day of February, 2005

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE



Kevin Haistings
President



Mike Schoepach
Director of Labor Relations

Attachments: Detective Aides Job Description
Storefront Volunteers/Employees Job Description

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, and the Seattle Police Officers' Guild, regarding employee participation in the Seattle Police Department's Alternative Work Schedule/Part-Time for Sworn Personnel Program, hereinafter "the Program." This Agreement is established to provide the terms and conditions between the Department and its employees regarding part-time employment under the Program.

I. General Conditions

- A. The Program will be limited to 20 positions at any one time.
- B. An employee's participation in the Program shall commence at the beginning of a Department pay period and shall initially be for one year from the date they begin participation in the Program, unless terminated as provided below. The employee's agreement to participate may be renewed annually for a period not to exceed one year upon the request of the employee through the chain of command and with the approval of the Deputy Chief of Administration. Participation on a part-time schedule shall not exceed a total of three years.
- C. Either the participating employee or the Department may terminate participation in the Program by providing written notice of cancellation not less than two pay periods in advance.
- D. No full time employees shall be used to supplement, fill, augment, or otherwise be assigned to any part-time schedule as identified in this Agreement, unless the person is a participant in the program and has become a part-time employee.

II. Selection Process

The process and criteria for selecting participants for the Program shall be as follows:

- A. The Human Resources Director shall present all applications to a Selection Committee comprised of a Patrol Operations Bureau Chief, legal advisor, Human Resources representative, and SPOG board member.

- B. The Selection Committee shall review applications and make a recommendation. In deciding whether to recommend approval of an employee's request to participate in the Program, the Selection Committee shall consider the following criteria:
- The employee's service must include a minimum three-year Seattle Police patrol experience;
 - The employee's most recent performance evaluation must meet standards;
 - A satisfactory attendance record;
 - A satisfactory disciplinary record;
 - The ability to perform the essential functions of a patrol officer;
 - A demonstrated ability to perform assignments independently with minimal supervision; and
 - The employee's move to a part-time assignment will not have serious adverse consequences on other staff's workload, create significant operational problems or cause service delivery issues.
- C. Approval of an employee's participation in the Program is at the discretion of the Deputy Chief of Administration.
- D. Human Resources shall notify employees who are selected for the Program and advise them of the available part-time opportunities. If more than one employee has been selected for the Program at the same time, the available opportunities shall be assigned on the basis of seniority with the most senior employee having the first choice.
- E. Selected employees shall be required to sign an agreement reflecting the terms and conditions of the Program and identifying the precinct and specific part-time shift that they will be working.
- F. The decision to deny an employee's participation in this Program shall not be subject to appeal to the Public Safety Civil Service Commission or to the SPOG grievance procedure.

III. Employee's Responsibilities

As a participant in the Program, the employee is responsible for the following:

- A. Ensuring that they remain current on changes to Department policies and procedures which affect their job, as required by Department policy;
- B. Demonstrating conscientious and productive work habits, and being self-motivated;
- C. Scheduling personal appointments during off-work times, as much as possible;

D. Maintaining satisfactory performance; and

E. Keeping communication channels open with the chain of command, officers and citizens.

IV. Employee's Working Conditions

The following working conditions apply during an employee's participation in the Program:

A. Work Schedule: Employees shall maintain the part-time work schedule established by the Department and reflected specifically in the Agreement that they shall sign as a participant in the Program. An employee's part-time work schedule shall commence at the beginning of a Department pay-period. Employees will ensure that any change to their work schedule is promptly communicated to the designated on-duty supervisor before the start of the scheduled shift. The part-time work schedule of 10-hour days, two-days on/five-days off and three days on/four days off every fourth week, to total 90 hours a month, shall normally be one of the following two options:

Shift 1: 0500 – 1500 hrs.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Wk. 1	Off	10	10	0	0	0	Off
Wk. 2	Off	10	10	0	0	0	Off
Wk. 3	Off	10	10	0	0	0	Off
Wk. 4	Off	10	10	10	0	0	Off

Shift 2: 2400 – 1000 hrs.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Wk. 1	Off	0	0	0	10	10	Off
Wk. 2	Off	0	0	0	10	10	Off
Wk. 3	Off	0	0	0	10	10	Off
Wk. 4	Off	0	0	0	10	10	10

Participants wishing to work alternatives to the above shift times and designated workdays must obtain prior approval from their Precinct Commander and the Human Resources Director. Any alternative part-time schedule shall be a 90-hour monthly work schedule of a 10-hour shift, two-days on/five-days off, including three-days on/four-days off every 4th week of the month.

B. Wages: Employees shall be paid the appropriate hourly rate for their classification.

- C. Voluntary Overtime: Employees shall not be permitted to work voluntary overtime assignments.
- D. Mandatory Overtime: Shift extensions beyond the regularly scheduled 10-hour shift shall be paid at the overtime rate. Overtime pay for court appearances shall be paid consistent with section 5.6 of the collective bargaining agreement. Employees shall be paid straight time for training and for mandatory assignments for coverage of special events and unusual occurrences and shall not be entitled to callback pay; provided that if the total number of hours worked in a workweek exceeds forty hours, the employees shall be paid at the overtime rate for all hours in excess of forty.
- E. Assignments: All Program participants shall be assigned to patrol. Employees shall not work any additional assignments and/or special projects, e.g. acting sergeants, FTO Program, HNT/CISM, Taser Program, etc.
- F. Training: Employees shall attend mandatory Departmental training such as range qualifications, BAC, Street Skills, ACCESS/WASIC, and CPR/AED, which must be completed by the end of the first quarter of each year. Approved training days shall be paid at the straight time rate of pay and will be compensated for the actual hours of the training session. If the actual hours of the training are less than 10 hours, the additional hours in the workday must be accounted for by using vacation or other paid time.
- G. Leave: Employees shall accrue holidays and vacation days on a pre-rata basis. No accrual of compensatory time will be allowed. Employees must use paid time such as accrued vacation before requesting a leave of absence without pay, except for an approved Family Medical Leave. If a leave of absence without pay is used, the employee will not accrue vacation and sick leave during such a leave and their retirement contributions will be affected.
- H. Medical Benefits: Employees shall pay the premium share for the medical coverage they have selected based on the SPOG Agreement. Employees must work a minimum of 80-hours a month to receive full benefits.
- I. Deferred Compensation: Employees shall have the opportunity to participate in deferred compensation, and will be eligible for the full match available under the SPOG Agreement.
- J. Civil Service Credit: Accrual of service credit for promotional eligibility purposes shall be pro-rated.
- K. Retirement Service Credit: As provided by state law, LEOFF 1 employees shall receive a month of service credit for each calendar month in which the participant receives basic salary for 70 or more hours. Service retirement benefits depend on the final average salary and service credit years at

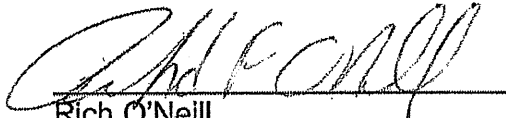
retirement. LEOFF 2 employees shall receive one service credit month for each calendar month in which the participant receives basic salary for 90 or more hours. Service retirement benefits depend on the final average salary and service credit years of the LEOFF member at retirement.

L. Secondary Employment: Program participants shall not work any law enforcement related secondary employment and not work any non-law enforcement related secondary employment without the prior written approval of the Chief or Police.

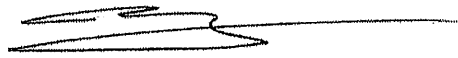
M. Salary Step Progression: Accrual of service credit for purposes of salary step progression shall be pro-rated.

Dated this 13th day of March, 2007

Seattle Police Officers' Guild


Rich O'Neill
President

City of Seattle


Mike Fields
Labor Negotiator

MEMORANDUM OF AGREEMENT
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, hereinafter "City" and the Seattle Police Officer's Guild, hereinafter the "Guild," regarding storage and access to holding cell camera video.

- 1) The SPD Video Unit is the system administrator of the holding cell video program. The Video Unit will be responsible for responding to and documenting all requests for viewing or copying of recordings. The Video Unit will be responsible for creating and administering holding cell video retention policies.
- 2) Imagery recorded by the holding cell cameras will not be routinely or randomly reviewed to monitor officer performance. A commander/supervisor may conduct a performance review of a holding cell video recorded imagery only when there is an articulable reason justifying such review. Notice of the performance review must be provided to the subject officer and the Seattle Police Officers' Guild (Guild), and the officer must be given the opportunity to be present with Guild representation during the review. Requests for copies of recorded incidents, which will be the subject of a performance review, should be approved by the precinct/section commander and directed to the commander of the Training Section for final approval and processing.
- 3) The above performance review policy is not intended to limit or restrict the Department's review of recorded imagery as part of an official Department investigation, including matters referred to OPA Investigations Section, personnel complaints, early intervention inquiries, civil claims or other administrative investigations. Officers are encouraged to inform supervisors of recorded events that may have value for training purposes. Officers will not make copies of any recording for personal use. If an incident can be used as a training aid or has other value, the officer will advise a supervisor.

Dated this 13th day of August, 2008

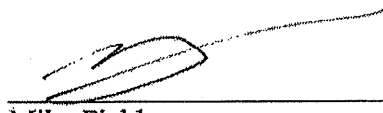
Seattle Police Officer's Guild

City of Seattle



Rich O'Neill

Seattle Police Officer's Guild President



Mike Fields

Labor Negotiator

**AITCHISON
& VICK, INC.**

Attorneys at Law

Oregon Office:

3021 N.E. Broadway
Portland, OR 97232
(503) 282-8160
Fax: (503) 282-5877

W.D. Aitchison
Admitted in OR, WA, CA & AK
wda@aitchisonvick.com

Washington Office:

5701 6th Avenue South
Seattle Design Center, #401A
Seattle, Washington 98108
(206) 567-0925
Fax: (206) 762-2418

Christopher K. Vick
Admitted in WA
cvick@aitchisonvick.com

Jeffrey Julius
Admitted in WA
jj@aitchisonvick.com

Hillary H. McClure
Admitted in WA
hmcclure@aitchisonvick.com

Derrick A. Jackson
Admitted in WA
dajackson@aitchisonvick.com

Breanna Sheets
Admitted in WA
bsheets@aitchisonvick.com

April 24, 2008

Mike Fields
City of Seattle
P.O. 34028
Seattle, Washington 98124-4028

Re: Seattle Police Officers' Guild and the City of Seattle
Subject: Park Rangers

Dear Mike:

I am writing to confirm the agreement that was reached between the parties regarding the City's use of Park Rangers to issue civil infractions of the Park Code. As you know the Guild currently has an unfair labor practice pending related to the Park Rangers. The ULP is over the assignment of enforcement work to Park Rangers.

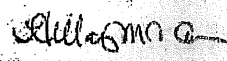
The Guild and the City have agreed that upon ratification and signing by both the Guild and the City of the collective bargaining agreement, which was tentatively agreed to in April 2008, the Guild will withdraw its unfair labor practice complaint. The withdrawal of this complaint is based upon the following agreement by the Guild and the City:

- Park Rangers will be limited to civil infraction enforcement of the Park Code, including park exclusion notices;
- Park Rangers will be unarmed;
- Park Rangers will have no arrest authority or criminal enforcement authority;
- Park Rangers will be limited to the downtown parks.

Please let me know immediately if you do not believe the agreement set forth above accurately reflects the agreement reached by the City and the Guild. Thank you for your attention to this matter.

Very truly yours,

Aitchison & Vick, Inc.


Hillary McClure
Attorney at Law

cc: Rich O'Neill

MEMORANDUM OF AGREEMENT
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

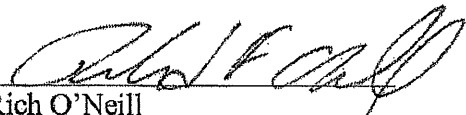
This Memorandum of Agreement reflects the understanding of the City of Seattle, hereinafter "City" and the Seattle Police Officer's Guild, hereinafter the "Guild," regarding implementation of 10-hour patrol shifts.

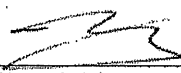
- 1) The Department agrees that the shift times and work rotation cycles outlined in Section 5.1 of the parties collective bargaining agreement will not be implemented until staffing levels are able to support the new shifts. The Department will give SPOG a minimum of six (6) months advance notice of their intent to implement the new shifts. All of the shifts will be implemented in all precincts at the same time. Officers and sergeants will work different rotation cycles, as set forth in Section 5.1 of the parties collective bargaining agreement, based on a one-time vote of the membership.
- 2) Patrol clerks, wagons, ACT Teams and bike squads will be assigned 10-hour shifts on a work cycle that guarantees them the same number of regular furlough days as the rest of patrol. The hours and work cycle will be publicized when the Department announces their 6-month implementation notice. Any member in the above assignments not wishing to continue in that assignment when the hours and duty cycle are published may opt to participate in the shift bidding process and return to regular patrol duties.
- 3) Once the notice of implementation is given the Department will give the Guild a personnel staffing plan for patrol. The staffing plan will list the following:
 - A) The number of officers/sergeants currently assigned to each precinct.
 - B) The number of officers/sergeants needed in each precinct for the below listed shifts.
 - C) The number of officers/sergeants needed for each shift.
 - D) If a precinct needs to downsize, volunteers will be requested first.
 - E) Volunteers will not be denied their request, except for a specific, bona fide, operational reason which will be provided in written form, if requested by the employee.
 - F) If enough personnel do not volunteer to leave a downsized precinct, the least senior employee will be transferred.

Dated this 13th day of August, 2008

Seattle Police Officer's Guild

City of Seattle


Rich O'Neill
Seattle Police Officer's Guild President


Mike Fields
Labor Negotiator

MEMORANDUM OF AGREEMENT
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, hereinafter "City" and the Seattle Police Officer's Guild, hereinafter the "Guild," regarding use of the Automated Vehicle Locator ("AVL") system.

The AVL system is being implemented primarily to enhance officer safety, to assist in dispatching resources and to allow the employer to manage its resources.

As part of the implementation of the AVL system the City agrees that with the exception of a legitimate criminal allegation, AVL information shall not be used as the sole basis to generate OPA investigations.

The City will not utilize AVL data as the sole evidence to support a sustained finding in any non-criminal investigation. Supervisors may use the AVL system for day-to-day management of personnel assigned to them; provided that such information will not be used as the sole basis of a rating within the performance appraisal system.

Stored AVL data will be maintained and used solely by the manufacturer for maintenance and de-bugging the system, except as noted above. AVL data will be maintained and audited by the Communications and/or IT Section. Access to AVL data shall be recorded in a log with a notation of the date, time, requesting party and substance of the request. Subject to the above limitations AVL data may be used in investigations.

Dated this 13th day of August, 2008

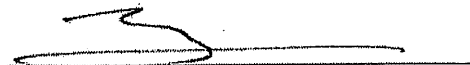
Seattle Police Officer's Guild

City of Seattle



Rich O'Neill

Seattle Police Officer's Guild President



Mike Fields

Labor Negotiator

MEMORANDUM OF AGREEMENT
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, hereinafter "City" and the Seattle Police Officer's Guild, hereinafter the "Guild," regarding civilianization of the sergeants in the Communications Center.

- 1) The five sergeant positions currently assigned to the Communications Center will be civilianized at a time to be determined by the Department.
- 2) The total number of sergeants will not be reduced due to this civilianization and during the course of this contract sergeant vacancies will be filled in a timely manner.
- 3) TRU officers will have their personnel evaluations, vacations and police reports approved by a sworn member of the Seattle Police Department.
- 4) Day-to-day work related issues will be handled by either a sworn member of the Department or, if not available, a communications supervisor.

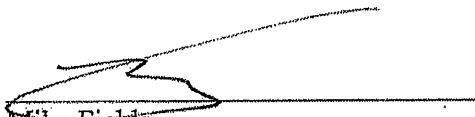
Dated this 13th day of August, 2008

Seattle Police Officer's Guild

City of Seattle


Rich O'Neill

Seattle Police Officer's Guild President


Mike Fields

Labor Negotiator

MEMORANDUM OF UNDERSTANDING
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

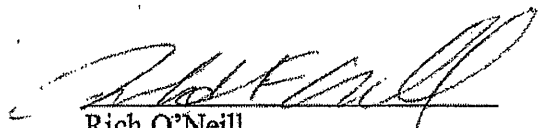
This Memorandum of Understanding reflects the understanding of the City of Seattle, hereinafter "City" and the Seattle Police Officer's Guild, hereinafter the "Guild," regarding implementation of the Recommendations 9, 16 and 25 made by the Mayor's Police Accountability Review Panel.

- 1) Regarding Recommendation 9, the Department will undertake a review of its *Garrity* policy and will provide appropriate training to those sworn supervisors and City staff involved in implementing *Garrity* policy.
- 2) Regarding Recommendation 16, the OPA Director shall have authority to recommend to the Chief of Police the selection and transfer of OPA personnel. As the Appointing Authority of the Department, the Chief of Police shall make the final decision.
- 3) Regarding Recommendation 25, the parties agree that upon signature of the collective bargaining agreement covering contract years 2007-2010, the City will amend Ordinance No. 122513 in a manner consistent with Section 3.5.G. of the collective bargaining agreement. This amendment will exclude any provision of the ordinance not specifically listed in Recommendation 25.

Dated this 19th day of September, 2008

Seattle Police Officer's Guild

City of Seattle



Rich O'Neill

Seattle Police Officer's Guild President



Mike Fields

Labor Negotiator

Signed this 12th day of April, 2001.

SEATTLE POLICE OFFICERS GUILD

SEATTLE POLICE DEPARTMENT

By:

Mike Edwards
President

By:

R. Gil Kerlikowske
Chief of Police

AITCHISON & VICK, INC.,

MARK H. SIDRAN
Seattle City Attorney

By:

Lisa C. Vargo
Lisa Vargo, WSBA #19099

By:

Paul A. Olsen, WSBA #29873
Assistant City Attorney

Attorneys for Plaintiff
Seattle Police Officers' Guild

Attorneys for Defendants
City of Seattle, City of Seattle Public
Safety Civil Service Commission,
Norm Stamper, Chief of Police of
Seattle Police Department

Memorandum of Agreement

Whereas Article 5.6C of the Agreement by and between the City of Seattle and Seattle Police Officers' Guild (SPOG) addresses officers on scheduled furlough, vacation or holiday being subpoenaed for court or otherwise called in for court-related hearings; and Article 5.6B addresses court appearances starting less than 2.5 hours before or after a shift, it does not discuss officers subpoenaed for court via telephonic appearances.

Thus, the City of Seattle (City) and the Seattle Police Officers Guild (SPOG) agree to the following:

Officers subpoenaed for telephonic court appearances during off duty hours, shall receive a minimum of two (2) hours overtime at the rate of time and one-half their regular rate of pay for such actual appearances, except for telephonic appearances that fit within the definition of shift extension for court. Such shift extensions shall be governed by Article 5.6A. If an officer travels to a Department facility to make the telephonic appearance, the officer shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay.

This memorandum does not alter any existing contract language and shall not prevent the application of any provisions of Article 5.6, including but not limited to shift extensions or pyramiding.

6/18/09
DATE

John Diaz, Interim Chief of Police
City of Seattle

6/22/09
DATE

Rich O'Neill, SPOG

SETTLEMENT AGREEMENT

**Between
the
City of Seattle
and
the Seattle Police Officers' Guild
and
the Seattle Police Management Association**

WHEREAS, the City of Seattle ("City"), the Seattle Police Officers' Guild ("SPOG") and the Seattle Police Management Association ("SPMA") have been signatories to a series of collective bargaining agreements setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining units represented by SPOG & SPMA; and

WHEREAS, on or about March 7, 2008, SPOG filed an unfair labor practice complaint against the City alleging that the City had unilaterally and without bargaining assigned public safety work performed on the waters near the University of Washington on the days of football games that had traditionally been performed by the bargaining unit employees represented by SPOG to members of the bargaining unit represented by the International Association of Fire Fighters, Local 27 ("IAFF"); and

WHEREAS, on or about May 29, 2008, SPMA filed an unfair labor practice complaint against the City containing substantially the same allegations as the SPOG complaint; and

WHEREAS, the unfair labor practice complaints have been docketed and consolidated for hearing with the Public Employment Relations Commission as Case Nos. 21582-U-08-5503 (SPOG) and 21752-U-08-5549 (SPMA); and

WHEREAS, the City had denied assigning the above-referenced work performed by members of the bargaining units represented by SPOG & SPMA to members of the bargaining units represented by IAFF; and

WHEREAS, the City, SPOG and SPMA wish to resolve the unfair labor practice complaints and proceeding; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. The City will not unilaterally and without discharging its duty to bargain, assign any work on the waters near the University of Washington on the days

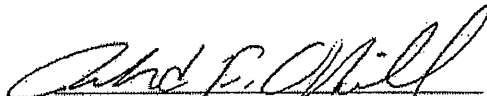
with UW does not supersede any MOU's, agreements, or practice of the parties.

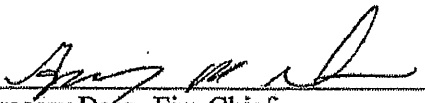
Dated this 12th day of October, 2009

For the City:

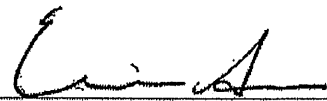
 10/14/09
John Diaz, Interim Chief of Police

For the Seattle Police Officers' Guild:


Richard O'Neill, President

 10/16/09
Gregory Dean, Fire Chief

For the Seattle Police Management Assoc.:

 10/14/09
Eric Sano, President

Memorandum of Agreement

Article 5.11 of the Agreement by and between the City of Seattle and Seattle Police Officers' Guild (CBA) provides:

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 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 consecutive days. [Emphasis added.];

Whereas a dispute arose when canine officers were not compensated for home dog-care for days other than duty days worked beginning February 3, 2009 to present; and

Whereas the Seattle Police Officers' Guild and the City of Seattle wish to resolve this dispute the parties agree as follows:

To address compensatory time for home dog care work on days other than duty days worked, and to avoid the unnecessary expenditure of resources in litigation, the City of Seattle and Seattle Police Officers' Guild (together the Parties) agree as follows:

1. Canine officers shall receive one hour of compensation for home dog-care work whenever the officer is caring for the dog rather than kenneling it and the officer is in paid status (vacation, sick leave, holiday, redemption of compensatory time off, etc.) but not on duty. For example, canine officers who work nine hour shifts, would only have 8 hours per day deducted from their leave balances when taking leave for vacation, sick, holiday, or compensatory time off.
2. All other days where the officer is not on duty and in a non-paid status, the canine officer will continue to receive forty-five minutes of compensatory time off (at the rate of time and one half) for home dog-care, if the officer cares for the dog rather than kenneling it. However, if the Officer is suspended without pay, the dog must be kenneled at the Canine Center. This paragraph supersedes the third sentence in Article 5.11.
3. If the officer assigned to the dog is able to provide adequate home dog-care, the officer will not be required to kennel the dog. If the officer assigned to the dog intends to make or makes a request for someone other than him/herself to provide home dog-care, the officer must inform his/her supervising sergeant or Chain of Command and receive approval prior to releasing the dog to the care of another.

This paragraph (2) supersedes the last sentence of Article 5.11 which formerly required that officers kennel the dog if the officer was on vacation or absent from work more than four consecutive days.

4. Only one officer will be compensated for performing home dog-care work for each dog per day.
5. The Department will adjust the leave balances of all canine officers who did not receive compensation for days other than duty days worked beginning February 3, 2009, through September 28, 2010.

The parties recognize that this Agreement is the resolution of disputed issues. By entering this Agreement neither party is agreeing with the other party's position. This Agreement is not intended to prevent either party from raising its respective position in the future.

 DATE 9/27/10
Nick Metz, City of Seattle, SPD

 Date 9/27/10
Rich O'Neill, SPOG 4451

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE AND SEATTLE POLICE OFFICERS' GUILD**

WHEREAS, the Seattle Police Officers' Guild ("Guild") and the City of Seattle ("Seattle") have been and are signatory to a January 1, 2008 through December 31, 2010 collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by the Guild; and

WHEREAS, the Guild filed an unfair labor practice complaint against the City that was docketed by the Public Employment Relations Commission ("PERC") as PERC case no. 23608-U-10-6019; and

WHEREAS, PERC issued a Preliminary Ruling on November 2, 2010; and

WHEREAS, the Guild and the City wish to resolve the unfair labor practice proceeding without further expenditure of time and/or money; and

WHEREAS, the Guild and the City wish to memorialize their agreement for resolving PERC case no. 23608-U-10-6019; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. The composition, structure, and procedures of the FRB shall continue to be as set in the 2000 Memorandum of Agreement ("MOA") that is attached hereto and incorporated by reference as fully rewritten herein.

2. The October 4, 2010 FRB proceeding shall not, in any way, impact the composition, structure, and procedures of the FRB, and, the October 4, 2010 FRB proceeding shall not alter the status quo as to the FRB composition, structure, and procedures, as they existed prior to October 4, 2010.

3. The City and the Guild cannot make reference to the October 4, 2010 FRB proceeding in any proceeding between the parties, including any grievance-arbitration proceeding, any PERC proceeding or any litigation, except that the City and Guild can make reference to the October 4, 2010 FRB proceeding in a proceeding to enforce the terms of this Agreement.

4. The Guild will withdraw the unfair labor practice complaint giving rise to PERC case no. 23608-U-10-6019.

5. This is the resolution of a disputed matter and does not constitute an admission by any Party as to the validity of any claims or defenses of any other Party in any future dispute(s).

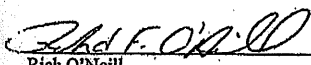
6. Any dispute as to the meaning or interpretation of this Agreement shall be resolved through the grievance-arbitration procedure set forth in the collective bargaining agreement.

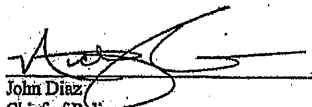
7. This Agreement shall become effective upon its signing and shall be attached to and become part of the successor collective bargaining agreement to the January 1, 2008 through December 31, 2010 collective bargaining agreement between the Guild and the City.

Dated this 29th day of December, 2011:

SEATTLE POLICE OFFICERS' GUILD

CITY OF SEATTLE


Rich O'Neill
SPOG President


John Diaz
Chief of Police

Agreement

Agreement

SETTLEMENT AGREEMENT

Recital: To avoid the expenditure of time, resources and cost of litigation, the City of Seattle and the Seattle Police Department ("the City"), the Seattle Police Officers' Guild ("the Guild"), wish to fully and finally resolve all claims and allegations made in PERC Case No. 23922-U-11-6110, wherein the Guild alleged that the City had committed unfair labor practices. PERC Case No. 23922-U-11-6110 will hereafter be referred to as "the ULP Complaint."

Agreement: The City and the Guild agree as follows:

- A. Neither party concedes its position regarding the ULP Complaint.
- B. This agreement is a full and complete settlement of all claims raised in the ULP Complaint.
- C. This agreement shall not set a precedent, will not be admitted in any proceeding for any reason except to enforce its terms, and the parameters established in this agreement for addressing misconduct do not extend to misconduct investigations not triggered by ICV review.
- D. Upon execution of this Agreement by both parties, the Guild will withdraw the ULP Complaint filed in this matter and will provide confirmation of this withdrawal to PERC and the City.
- E. Officers may review their "own" digital in-car video/audio recording system ("ICV") videos in order to refresh recollection, determine the need for video retention and similar reasons.
- F. In addition to the review authorized in E, above, Department review of ICV videos will only be conducted for the reasons set forth below:
 - 1. Complaint;
 - 2. Criminal investigation;
 - 3. Officer involved accident, including Collision Review Board investigations;
 - 4. Vehicle Pursuit investigation or review;
 - 5. Firearms Review Board;
 - 6. Public Disclosure Requests;
 - 7. Use of force review or investigation;
 - 8. Performance appraisal;
 - 9. As part of an early intervention system plan for a specific officer; and
 - 10. Training purposes, upon receipt of permission of the involved officer.
- G. A log detailing who accessed ICV, the purpose of the access, and the time/date of the access will be maintained. SPOG will be granted access to the video log. The parties understand that video tracking systems may be updated by the external vendor or

replaced entirely with a new vendor system and the specific mechanics of creating and accessing the log may evolve over time.

- H. In the context of ICV review, only serious acts of misconduct shall be investigated by OPA. Minor misconduct will be handled either through mediation or the named officer's chain of command for appropriate follow-up. In the context of ICV review, examples of minor acts of misconduct would include, but not be limited to, uniform violations, rudeness, and profanity. Profanity such as slurs that disparage a protected class under city, state, or federal law would not be considered minor misconduct.
- I. If, during the course of viewing ICV, minor acts of misconduct unrelated to the original reason for viewing the video are discovered, it will not result in discipline or a sustained finding. However, such acts may result in a training referral or career counseling and may be included in an employee's performance evaluation.

SEATTLE POLICE DEPARTMENT

C.S.K.

Name: CLARK S. KIMERER

Title: CHIEF OF STAFF

Date: 10/23/12

SEATTLE POLICE OFFICERS GUILD

Rich O'Neill

Rich O'Neill
SPOG President

DATE: 10/23/12

MEMORANDUM OF UNDERSTANDING

By and Between

CITY OF SEATTLE

And

CITY UNIONS

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the unions signatory to this MOU ("Unions"). Collectively, the City and the Unions shall be known as "the Parties."

WHEREAS, on September 12, 2011, Seattle City Council passed Ordinance 123698 requiring that the City provide its employees a minimum level of sick and safe leave; and

WHEREAS, certain requirements conflict with express provisions in the parties' collective bargaining agreements; and

WHEREAS, the parties entered into negotiations and have agreed to the following:

I) The parties shall amend their collective bargaining agreements to incorporate the following changes to sick leave benefits, effective August 29, 2012:

A) An officer or employee who is not eligible for disability leave under RCW 41.26 may request and the appointing authority or a designated management representative may approve paid sick leave when the officer or employee is absent from work for the following reasons:

1. When the employee's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or

2. To accommodate the employee's need to care for a child whose school or place of care has been closed by order of a public official for such a reason.

3. For eligible reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030 as it exists on the effective date of the ordinance authorizing this MOU (see page 4).

B) Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, daycare, or other childcare service or program for sick leave use greater than four days for reasons authorized in Section I.A.2

of this MOU. An appointing authority may also require that a request for paid sick leave for to cover absences greater than four days for reasons set forth under Section 1.A.3 of this MOU be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030 as it exists on the effective date of the ordinance authorizing this MOU. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4) as it exists on the effective date of the ordinance authorizing this MOU.

C) Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

D) An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

E) An employee who uses paid sick leave shall be compensated at the same rate he or she would have earned had he or she worked as scheduled. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave.

F) An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shift shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

G) Regular or benefits eligible temporary employees who are reinstated or re-employed in the same or another department after any separation, including dismissal for cause, resignation or quitting, shall also be credited with up to a maximum of 72 hours of unused sick leave accumulated prior to such termination, but only if such employee is re-employed within seven months of his or her separation from City service.

H) LEOFF 1 Employees

1. An Officer or employee who is eligible for disability leave under RCW 41.26 ("LEOFF 1" employee) will be provided a paid sick leave bank called "Dependent Care and Safe Leave" to use for dependent care and safe leave reasons as authorized under Ordinance 123698. The City

authorizes the use of such leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF 1 member from work, or when such absence is recommended by a health care professional. The City also authorizes use of this paid leave for safe leave reasons as required under Ordinance 123698. For purposes of dependent care paid leave only, "eligible family member" has the same meaning as provided in Seattle Municipal Code 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code 4.24.005(B). This leave may not be used for any other purpose.

2. Effective August 29, 2012, LEOFF 1 members shall have paid sick leave deposited into their Dependent Care and Safe Leave accounts so that the total amount of such leave received for 2012 is equal to 72 hours. Thereafter, at the beginning of each calendar year, each fulltime LEOFF 1 member will accrue an additional 72 hours of paid sick leave to be added to the existing hours in his/her Dependent Care and Safe Leave bank. The annual accrual of paid sick leave hours for part-time LEOFF 1 members will be prorated. Unused hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF 1 member may accumulate in his/her bank. LEOFF 1 members who transfer to other City departments may convert a maximum of 72 Dependent Care and Safe Leave hours to traditional sick leave for use authorized under Seattle Municipal Code Section 4.24 to the new position in the accepting department. LEOFF 1 members may not donate Dependent Care and Safe Leave hours to other members or City employees. Dependent Care and Safe Leave hours may not be cashed out or paid off upon retirement or at any other time.

I) Cumulative sick leave with pay computed at the rate of .033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits under SMC 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

II) Sick leave benefits provided in this MOU are pursuant to Ordinance 123698. Should Ordinance 123698 be repealed, the benefits provided in this MOU shall sunset. Should Ordinance 123698 be amended so that a provision of the Ordinance is contrary to this MOU, all other provisions of the MOU shall prevail, and any party may request negotiations concerning impacts.

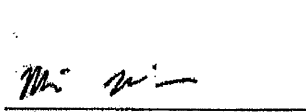
- III) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- IV) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- V) Nothing in this MOU shall be interpreted to diminish existing benefits provided by collective bargaining agreements.

SIGNED this 18th day of December 2012.

Executed under the Authority

of Ordinance No. 123698, 124003

FOR THE CITY OF SEATTLE



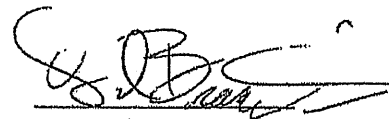
Michael P. McGinn,

Mayor



David L. Stewart

Personnel Director



David Bracilano

Labor Relations Director

FOR THE CITY UNIONS



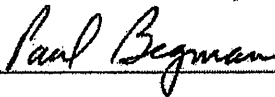
Fernando Arevalo,
Business Representative
I.U. Painters and Allied Trades,
District Council #5

Melody Coffman, Business Representative
IAMAW, District Lodge 160, Local 289 & 79



Scott Best, President
Seattle Police Dispatchers' Guild

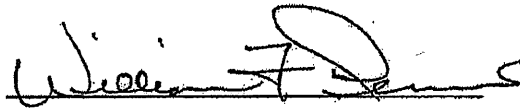
Dennis Conklin, Regional Director
Inland Boatmen's Union of the Pacific



Paul Bigman, Business Representative
I.A.T.S.E., Local 15

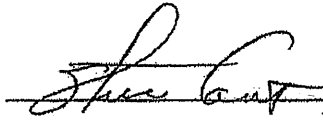


Alan Cox, President
Seattle Fire Chiefs' Association
IAFF, Local 2898



Mike Bolling, Business Representative
I.U. Operating Engineers, Local 286

Bill Dennis, Staff Representative
W.S.C.C.C.E., Council 2, Locals 21, and 21C



Steve Cant, Business Representative

IBEW, Local 77

CMEU Unit



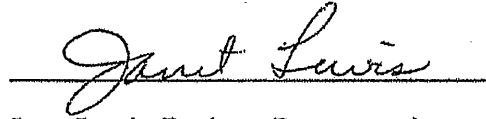
Diana Douglas, Union Representative

P.T.E., Local 17

PTA

Chris Casillas, SPAA Representative

Seattle Prosecuting Attorneys' Assoc.



Janet Lewis, Business Representative

I.B.E.W., Local 46



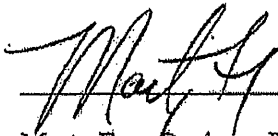
Ethan Fineout, Staff Representative

W.S.C.C.C.E., Local 21Z



Brian Opland, Business Representative

Boilermakers Union, Local 104



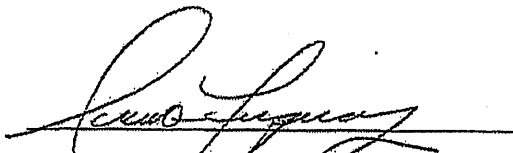
Marty Fox, Business Representative

Sheet Metal Workers, Local 66



Rich F. O'Neill, President

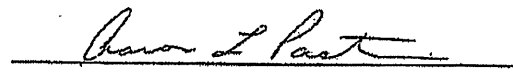
Seattle Police Officers' Guild



Scott Fuquay, President

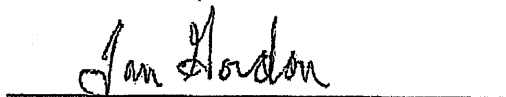
Seattle Municipal Court Marshals' Guild

I.U.P.A., Local 600



Aaron Paston, Union Representative


Seattle Parking Enforcement Ofers Guild



Ian Gordon, Business Manager

P.S.I.E., Local 1239 and Local 1239 Security

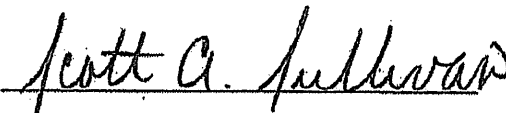
Officers (JCC); Local 1239 Recreation Unit



Guadalupe Perez, Union Representative

~~P~~.T.E., Local 17

PTA



Scott A. Sullivan, Secretary-Treasurer

Teamsters, Local 763 (JCC) and Municipal
Court



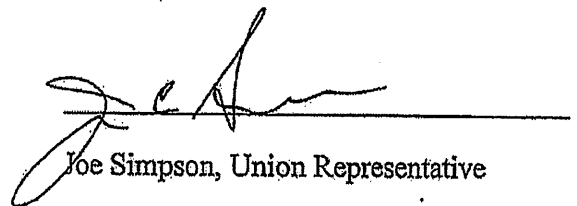
Eric Sano, Lieutenant

Seattle Police Management Association

Lisa Jacobs, Union Representative

P.T.E., Local 17

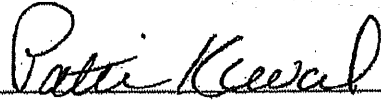
PTA, Probation Counselors



Joe Simpson, Union Representative

IBEW, Local 77

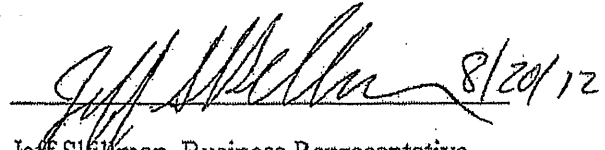
Transportation & City Light



Patti Kieval, Union Representative

P.T.E., Local 17

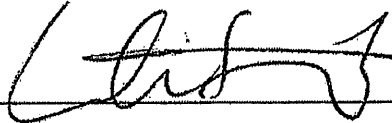
IT, PTA

 8/20/12

Jeff Skillman, Business Representative

Pacific Northwest Regional Council of

Carpenters



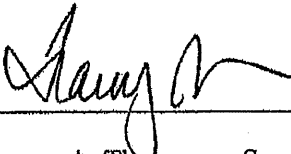
Kenny Stuart, President

Seattle Fire Fighters' Union

IAFF, Local 27

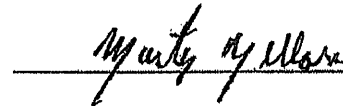
Jennifer Webby, Business Representative

H.E.R.E., Local 8



Tracey A. Thompson, Secretary-Treasurer

Teamsters, Local 117 JCC Unit, Admissions
Unit, Community Service Officers &
Evidence Warehouse



Marty Yellam, Business Representative

U.A. Plumbers and Pipefitters, & Waterworks,
Local 32

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding the scope of participation in Seattle Police Department Firearms Review Board ("FRB") proceedings on the part of the Monitor (the term "Monitor" refers to all members of the Monitor's team) appointed as a result of the Settlement Agreement entered into between the City and the Department of Justice on July 27, 2012 ("Settlement Agreement").

Whereas the Guild and the City have been signatory to a Memorandum of Understanding and related Letter of Understanding, dated April 10, 2000, (attached hereto at Exhibit A);

Whereas these April 10, 2000, documents reflect the parties agreement on the structure and makeup of FRB's as outlined in City Ordinance No. 118432;

Whereas the City and the Department of Justice entered into a voluntary Settlement Agreement which created the appointment of the Monitor who would be granted access to Seattle Police Department documents, facilities and personnel;

Whereas the Monitor has expressed a desire to attend and observe SPD Firearms Review Board ("FRB") proceedings to include the deliberations of the voting members of the FRB;

In an effort to avoid a dispute regarding who is allowed to observe FRB proceedings the Guild and the City agree to the following:

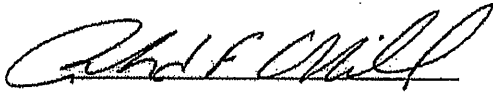
1. The Monitor will be allowed to observe FRB proceedings including deliberations and voting.
2. When the Monitor is present during FRB deliberations and voting, the Guild observer and citizen observer discussed in Exhibit A will be allowed to observe the deliberations and voting.
3. If the Monitor chooses not to attend a FRB or chooses to not attend the deliberations and voting of a FRB, neither the Guild observer nor the citizen observer will be allowed to observe the deliberations and voting portion of the proceeding.

4. During the deliberations portion of the FRB, the Monitor observer, the SPOG Observer, and the citizen observer will only observe the proceedings. They will not ask questions during the deliberations portion of the FRB or in any way attempt to influence the FRB voting board members in their decision making.
5. Neither the SPOG Observer, the citizen observer, nor the Monitor will reveal or comment on any vote that they observe, including the number of members that voted in a particular fashion or how any individual member voted.
6. The citizen observer shall not comment on or make any observations regarding the deliberations and voting in any report or other forum. The citizen observer's reports pursuant to Ordinance 118482 shall not include observations from the deliberations and voting.
7. No other personnel will be allowed in an FRB proceeding and deliberation process except voting members of the FRB, the Monitor, the SPOG observer and the citizen observer.
8. This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Settlement Agreement, after which this Memorandum of Agreement will expire and the 2000 agreement between the parties (Exhibit A) and City Ordinance No. 118432 will remain in effect, unless another agreement is negotiated between the parties.

Dated this 18th day of Jan, 2013

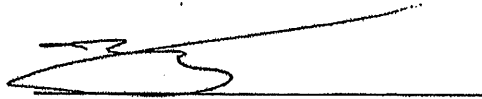
Seattle Police Officer's Guild

City of Seattle



Rich O'Neill

Seattle Police Officer's Guild President



Mike Fields

Labor Negotiator

MEMORANDUM OF UNDERSTANDING

By and Between
CITY OF SEATTLE
and the
SEATTLE POLICE OFFICERS' GUILD

The City of Seattle and the Seattle Police Officers' Guild are parties to a 2007-2010 collective bargaining agreement. The parties agree that the provisions set forth in this MOU are to be read in conjunction with and as a supplement and amendment to the provisions in that collective bargaining agreement (CBA).

The City has received three grievances from Sgt. Boggs, Sgt. Kim, and Sgt. Trainor regarding sergeant position step placement credit for serving in an acting assignment prior to promotion, collectively filed under Grievance #2012-0002. Sgt. Osborne filed a similar grievance on April 26, 2012. The agreement set forth below resolves these grievances.

The parties agree as follows:

The collective bargaining agreement shall be amended as follows:

1. ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, AND
INTERNAL INVESTIGATION PROCEDURES, Section 3.5 Hearing Procedures
shall be amended as follows:

- 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 OPA Director, the Department HR Director (or designee), an assistant or deputy chief, a member of the named employee's chain of command, and at the request of the named employee any employee of the Department.

2. A new section shall be added to ARTICLE 6-SALARIES. The following
Section shall be added:

- 6.6 Upon promotion to sergeant an individual who has previously served as an acting sergeant will be given credit for sergeant step placement purposes for all his/her time served in any acting sergeant assignments worked within 24 months prior to promotion. For purposes of calculating time served, all regular

assignment shall be counted, except for paid leave that creates an interruption in the acting sergeant assignment for more than 14 calendar days. Once the hours are counted for which the employee shall be given credit, those hours are used to modify the step placement and step progression schedule for an Officer promoted to Sergeant. 1044 hours (6 mo) is needed for progression to step 2, and an additional 2088 hours (1 year) for each subsequent step progression. All hours remaining after meeting the step progression thresholds shall be converted to days using the following formula: employee's hours divided by 5.72 (2088 hours divided by 365 days). The employee's remaining credited days shall then be subtracted from the next step progression date. These calculations are unique to the application of giving credit for acting time and are not intended to alter any other provisions of the collective bargaining agreement.

The Collective Bargaining Agreement is not amended or modified in any manner except as set forth in this MOU.

The new language in Article 6.6 shall be applied retroactively to the Guild members listed in Grievance #2012-0002 and all Guild members who have been promoted to Sergeant since the date of filing of Grievance #2012-0002. The retroactive amount due shall be paid to the Guild members within one month of the date of signing of this agreement.

CITY OF SEATTLE

SEATTLE POLICE OFFICERS'
GUILD


Nicholas Metz, Deputy Chief


Rich O'Neill, President

Date: 2/22/13

Date: 2/26/13

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding implementation of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements") as it relates to the duties of a supervisor within the Seattle Police Department ("Department").

Whereas, the parties hereto recognize that implementation of the Agreements, as reflected in Department policy, will involve new and different obligations on the part of sergeants; and

Whereas, it is the stated intent of the Department to provide adequate supervision to patrol officers;

The Guild and the City agree to the following:

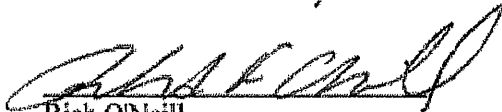
The Department is responsible for setting sergeant staffing levels. Sergeant staffing levels will be based upon, among other things, ensuring adequate supervision of officers and adequate resources to perform required follow-up activities as required by Department policy. Sergeant staffing levels for the purposes set forth above are not grievable pursuant to this agreement. The appropriate commander shall make every reasonable and necessary effort to ensure that appropriate sergeant staffing levels are met. In the event a sergeant believes there is inadequate sergeant staffing on a given watch, he/she shall bring it to the attention of the appropriate commander.

Sergeants will be trained and given notice of new Department policies that arise out of implementation of the Agreements. In the event a sergeant is to be disciplined for failing to adhere to said policies, the sergeant shall have an affirmative defense to the proposed discipline if he/she is able to prove the following: 1) he/she had not been trained and given notice of the policy in question; or 2) he/she had believed sergeant staffing to be inadequate during the shift in which the alleged failure to follow policy occurred, that he/she had brought such believed inadequate staffing to the attention of the appropriate commander, and that staffing was in fact inadequate to allow the sergeant to reasonably complete the duties imposed by the Department policy in


question.

This Memorandum of Agreement will be in effect for as long as the Department is being monitored pursuant to the Settlement Agreement, after which time it will expire unless extended by the mutual, written agreement of the parties.

Dated this 1 day of August 2013



Rich O'Neill
Seattle Police Officer's Guild President



Mike Fields
Labor Negotiator, City of Seattle

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

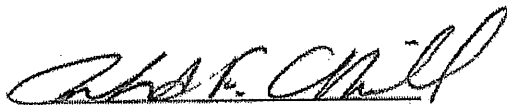
This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding access and confidentiality issues arising out of work to be done by the Monitor (the term "Monitor" refers to all members of the Monitor's team) appointed as a result of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements").

Whereas the City and the U.S. Department of Justice entered into a voluntary Settlement Agreement which created the appointment of the Monitor who would be granted access to Seattle Police Department documents, facilities and personnel; and

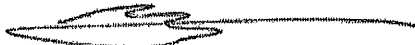
Whereas the Monitor sent a letter dated January 16, 2013 ("Letter"), to the Guild and the City making certain representations regarding confidentiality and access issues related to the Monitor's work;

The parties agree that the City will act consistently with all commitments regarding confidentiality and access issues made by the Monitor in the Letter, as set forth in the paragraphs labeled "Confidentiality," "Nondisclosure," "Conversations," "Searches," and "OPA." This agreement does not affect or limit the City's obligations under federal or state law, including the Washington Public Records Act. This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Settlement Agreement, after which this Memorandum of Agreement will expire.

Dated this / day of August, 2013



Rich O'Neill
Seattle Police Officer's Guild President



Mike Fields
Labor Negotiator, City of Seattle

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD


This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding formation of the Community Police Commission ("Commission") created as a result of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Agreements").

Whereas the City of Seattle and the U.S. Department of Justice entered into a voluntary Settlement Agreement and a Stipulated Order of Resolution addressing reforms of the Seattle Police Department;

To the extent implementation of "the Agreements" entered into by the City with the United States Department of Justice (to include: Settlement Agreement, MOU, and Monitoring Plans) implicate changes to mandatory subjects of bargaining, the City and the Guild agree to engage in collective bargaining over the proposed changes and re-open the collective bargaining agreement to effectuate such bargaining. Should either the City or the Guild request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits. If a re-opener is exercised, the parties shall comply with all the requirements of RCW 41.56 and bargain in good faith.

This Memorandum of Agreement will be in effect for as long as the Monitor is working with the Seattle Police Department under the Agreements, after which this Memorandum of Agreement will expire. This Memorandum of Agreement will be treated as part of the collective bargaining agreement.

Dated this 15th day of August, 2013



Rich O'Neill
President, Seattle Police Officers' Guild



Mike Fields
Labor Negotiator, City of Seattle

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding defense of police action cases.

The parties recognize that the parties are currently in litigation regarding the defense of police action cases in PERC case number 24026-U-11-6144.

The parties agree that the parties will be bound by the final determination regarding the duty to bargain the selection of counsel, as set forth in the pleadings in Case 24026-U-11-6144. The final determination as used in this MOA includes the exhaustion of appeals, if the decision is appealed by either party.

If as a result of the final determination of the litigation it is necessary to modify the language of the collective bargaining agreement to make it consistent with the final determination, then the parties shall meet to negotiate replacement language to modify the collective bargaining agreement consistent with the final determination.

Dated this 1 day of August, 2013

Rich O'Neill
Seattle Police Officers' Guild President

Mike Fields
Labor Negotiator, City of Seattle

COMPROMISE AGREEMENT

Recitals: The Seattle Police Department/City of Seattle ("City") maintains that a valid driver's license is and has always been a condition of employment for all sworn employees and that driving is an essential job function. This agreement concerns conditions under which SPOG members who have had their license suspended, revoked, or restricted, e.g., with a requirement of an Ignition Interlock Device, may continue their employment with the City. This Agreement reflects a compromise between SPOG and the City and the parties do not concede any position they have taken on this subject to date.

Agreement: To fully resolve their differences and avoid the expenditure of time and resources litigating the above Dispute, the Parties agree as follows:

Within seven days of executing this Agreement, the Department will issue a notice to SPOG members that any SPOG member who has his/her license suspended, restricted, or revoked will be subject to the following terms:

1. All SPOG members must report in writing to their chain of command and the Human Resources Director or designee any change in their driving privileges, e.g., suspensions, restriction, or revocation of their driver's license, within either one business day of their notice of such change in privileges or one business day of the date the SPOG member reasonably should have had notice of such change in privileges.
2. Any SPOG member whose driving privilege is suspended, restricted, or revoked for up to 180 days will be reassigned or transferred to a non-driving assignment at the sole discretion of the Chief of Police for a period of up to 180 days.
3. Any SPOG member whose driving privilege is suspended, restricted, or revoked for more than 180 days but less than 366 days is subject to the following conditions:
 - a. The SPOG member will be reassigned or transferred to a non-driving assignment at the sole discretion of the Chief of Police for a period of up to 180 days.
 - b. After the first 180 days, the SPOG member will be placed on unpaid personal leave until either the effective date of the restoration of a valid unrestricted driver's license or 365 days has lapsed since the license was suspended, revoked, or restricted, whichever is earlier.
 - i. However, if the SPOG member has any accrued vacation or comp time available after the first 180 days, all such accrued vacation or comp time shall be applied to this member's absence until either full driving privileges are restored or all accrued time is exhausted, whichever is earliest. If accrued vacation or comp time is exhausted prior to the effective date of the restoration of a valid driver's license, the SPOG member will be placed on

Page 1 of 2

unpaid leave for the remainder of the 365-day period since loss of full driving privileges.

ii. If the SPOG member requests, the department will determine and apportion sufficient accrued vacation or comp time to each month of the unpaid leave referenced in part 3.b.i above to maintain the SPOG member's health insurance benefits during the unpaid leave.

iii. This agreement does not prevent a SPOG member from utilizing Family Medical/sick leave during the unpaid leave referenced in part 3.b.i consistent with all laws, Department Policy, and City Personnel Rules.

4. Any SPOG member whose driving privileges are suspended, restricted, or revoked for a period of more than 365 days will be separated from employment, effective the date on which the suspension, restriction, or revocation is imposed or the last date on which the employee performs work for the Department, whichever is later.

5. After separation as described in Paragraph 4 above, if the employee is able to obtain a valid driver's license within the 365 day time period that is not suspended, revoked, or restricted, e.g., with a requirement of an Ignition Interlock Device, the employee will be immediately reinstated to employment subject to the terms of this Agreement, unless the Chief determines, after a background investigation, that reinstatement is inappropriate in light of intervening serious misconduct by the employee.

6. The department acknowledges that SPOG is not waiving any SPOG member's individual rights under the Americans with Disabilities Act (ADA). This Agreement is not intended to waive any rights under the ADA.

7. This Agreement applies to any SPOG member who currently has a suspended, restricted, or revoked license, but the 180 day reassignment will commence upon the signing of the agreement.

Seattle Police Officers Guild:

Rich O'Neill Date 11/12/13
Rich O'Neill, President of SPOG

City of Seattle, Seattle Police Department:

James Pichel Date 12 NOV 13
James Pichel, Chief of Police

MAY 13 2:53 PM WEST PT ARMY

MAY 13 2:53 PM WEST PT ARMY P. 2

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Seattle (hereinafter referred to as the "City") is a first class charter city, organized in accordance with Washington Constitution Article XI, §10 and Chapter 35.22, RCW; and

WHEREAS, the City and the Seattle Police Officers' Guild (hereinafter referred to as "SPOG") have been signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPOG; and

WHEREAS, the City and the Seattle Police Management Association (hereinafter referred to as "SPMA") have been and are signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPMA; and

WHEREAS, on or about January 27, 1997 the City Council passed Ordinance Number 118482 creating a "Firearms Review Board Citizen Observer position (hereinafter "Citizen Observer") with authority to attend each meeting of the Seattle Police Department Firearms Review Board as a non-voting observer, to report annually to the Mayor and Council on the proceedings of the Firearms Review Board, and to increase the confidence of the general public in the review process; and

WHEREAS, on or about February 6, 1997, the Mayor signed Ordinance Number 118482; and

WHEREAS, on or about February 4, 1997, SPOG, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the Public Employment Relations Commission (hereinafter referred to as "PERC") that was docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about June 11, 1997, SPMA, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the PERC that was docketed as *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about April 27, 1999, Hearing Examiner Walter M. Stuterville issued Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218

Memorandum of Agreement
Page 1 of 6

MEMORANDUM OF AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE SEATTLE POLICE OFFICERS' GUILD

This Memorandum of Agreement reflects the understanding of the City of Seattle, ("City") and the Seattle Police Officers' Guild, ("Guild") regarding implementation of the Seattle Police Department's "Use of Force Policy" and "Force Investigative Team Policy" (jointly referred to as "Use of Force Policy"), copies of which are attached hereto as Exhibit "A," which was implemented as a result of the Settlement Agreement and Memorandum of Understanding entered into between the City and the Department of Justice on July 27, 2012 ("Settlement Agreements").

Whereas the City and the U.S. Department of Justice entered into voluntary Settlement Agreements, which mandated the implementation of a revised Use of Force Policy; and

Whereas the Use of Force Policy became effective January 1, 2014;

In an effort to avoid a dispute regarding how the Use of Force Policy will be implemented, the Guild and the City agree to the following:

Less Lethal Requirement

- 1) Each officer in uniform will be required to carry a less lethal device.
- 2) The less lethal device will be of the officer's choosing, from among Department-authorized options, subject to the Department's operational needs.
- 3) Each officer must be certified in the less lethal device he/she is carrying.
- 4) If, in the unusual circumstance that the officer's chosen less lethal device is not available when the officer deploys for his or her shift and the precinct does not have a replacement less lethal option available, the officer may still be allowed to work his/her shift.

Audio Recorded Statements in Type III Use of Force and Deadly Force Situations

- 1) In the case of Type III use of force and deadly force situations, the involved officer will provide an in-person statement regarding the force situation.
- 2) In the case of Type III use of force and deadly force situations, the force statement shall be audio recorded. The involved officer may refuse to be taped if he/she arranges for and pays for a court reporter/stenographer to memorialize the statement and it does not cause unreasonable delay of the statement.
- 3) If the statement is audio recorded, at the end of the in-person interview the Guild will be given a copy of the recorded statement, consistent with current practice in IIS interviews.
- 4) Pursuant to the Settlements Agreements, Type I and II use of force statements shall be written.

Timing of Use of Force Statements

- 1) In the event of Type I, II, or III use of force, the force statement shall be completed prior to the end of the involved officer's shift, unless there are extenuating circumstances.
- 2) In the event deadly force is used, the involved officer's force statement shall be taken as soon as practicable, taking into account the totality of the circumstances, including, but not limited to the psychological, physiological and medical condition of the officer, and the complexity of the scene processing conducted by the Department.

Revision of Use of Force Statement Forms

The current use of force statement form shall be modified to include language stating "I was ordered by (insert name of individual giving order) to provide a statement and understand that failure to do so could lead to discipline up to and including termination."

SPOG Commitments

SPOG will not contest or oppose SPD's adoption and implementation of policies as outlined in "Title 8 – Use of Force" in SPD's Manual and "Force Investigative Team Procedural Manual" (collectively referred to as "Policies") both of which became effective on January 1, 2014. SPOG will not file an Unfair Labor Practice or Grievance over the City implementing the Policies.

Dated this 26th day of March, 2014

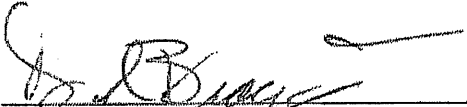
Seattle Police Officer's Guild



Ron Smith

Seattle Police Officer's Guild President

City of Seattle



David Bracilano

Director of Labor Relations

MEMORANDUM OF AGREEMENT
By and between
THE CITY OF SEATTLE
And
THE SEATTLE POLICE OFFICERS' GUILD

This memorandum clarifies the parties' understanding of interview procedures related to Force Investigation Team (FIT) investigations of a Use of Force incident that may involve misconduct under Department policy, but that is not considered to involve potentially criminal conduct at the time of the interview based on information available to the Department.

Interviews that are conducted as part of a FIT investigation, including interviews of involved officers and interviews that involve identified potential misconduct, are not considered Office of Professional Accountability (OPA) interviews. FIT interviews are not governed by the notice and timeline provisions applicable to OPA interviews, which include, but are not limited to the following: the issuance of classification reports, 5-day notices and 30-day notices as set forth in the parties' collective bargaining agreement.

Consistent with the parties' current practice, an OPA investigator may be present, as an observer only, during FIT interviews, including interviews that involve identified potential misconduct.

The timing of FIT interviews that involve identified potential misconduct will be the same as the timing of FIT interviews that involve incidents that do not include potential misconduct. All FIT interviews referenced herein will usually be conducted prior to the end of the involved officer's shift, unless there are extenuating circumstances.

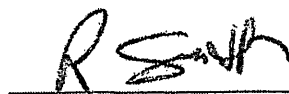
FIT shall make all reasonable efforts to inform an involved officer, prior to the involved officer's FIT interview, as to whether potential misconduct is/has been identified.

The 180-day OPA investigation timeline, which is outlined in the parties' collective bargaining agreement, shall commence immediately once OPA and/or FIT are aware of the potential misconduct. Once the Department is aware of the potential misconduct, the Department shall follow all related provisions set forth in the parties' collective bargaining agreement regarding potential misconduct, to include, but not limited to the OPA provisions noted herein.

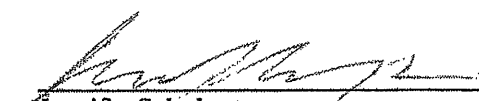
Dated this 26th day of September, 2014

Seattle Police Officer's Guild

City of Seattle



Ron Smith
Seattle Police Officer's Guild President



Jennifer Schubert
Labor Negotiator

Memorandum of Understanding

By and Between

City of Seattle

and

Seattle Police Officers' Guild

The City of Seattle and the Seattle Police Officers' Guild here agree to the following terms in full settlement and resolution of the HQ Parking/ Mark Worstman grievance, SPOG grievance #1401, City Grievance #14-12:

- The City will provide key card access to the SeaPark garage at SPD Headquarters for 20 Homicide and Robbery detectives who are assigned to work at SPD Headquarters, but who are not assigned to City vehicles.
- This key card access provides the same access as for monthly parking, which is general parking in non-reserved available space, and does not involve a guarantee of parking space availability.

City of Seattle:

Seattle Police Officers' Guild:

Carmen Best

Carmen Best, Deputy Chief

Date: 10-3-14

R Smith

Ron Smith, President

Date: 10-03-2014

Memorandum of Agreement

This Memorandum of Agreement is by and between the City of Seattle and the Seattle Police Officers' Guild (collectively referred to as "the parties").

Recitals:

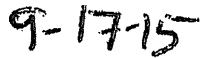
The parties desire to establish guidance concerning the tenure of sergeants assigned to the Office of Police Accountability ("OPA") and the transfer of sergeants to and from OPA. In the interest of fairness, the parties also wish to ensure that sergeants assigned to OPA maintain their patrol longevity rate of pay for the duration of their OPA assignment.

Agreement:

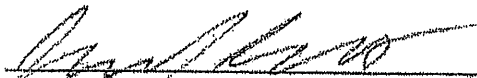
1. Provisions within the parties' Collective Bargaining Agreement ("CBA") regarding transfers shall continue to apply to all transfers to and from OPA.
2. The duration of an OPA assignment is generally 2-3 years and is at the discretion of the Chief, in consultation with the OPA director.
3. When transferring a sergeant from OPA, the Chief will give substantial consideration to the sergeant's input into his or her next assignment.
4. Effective June 17, 2015, all sergeants currently assigned to OPA and all sergeants to be assigned to OPA in the future shall receive the patrol longevity pay that they would have received if assigned to patrol.
5. This agreement does not alter the parties' CBA.
6. This agreement is non-precedential and the parties do not waive any position they have as to the application of the CBA.



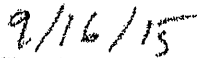
Ron Smith
President, Seattle Police Officers Guild



Date



Jennifer Schubert
Labor Negotiator, City of Seattle



Date

MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE

and

THE SEATTLE POLICE OFFICERS' GUILD

The parties to this Memorandum of Agreement, the City of Seattle ("City") and the Seattle Police Officers' Guild ("Guild"), are contemporaneously executing a Collective Bargaining Agreement to cover the term from January 1, 2000, through December 31, 2002. This Memorandum of Agreement is being reached to explain and interpret provisions of the Collective Bargaining Agreement.

1. The dollar loss reporting threshold for secondary operators in the Communications Center shall remain \$1,500 for car prowls and \$500 for other crimes. This dollar loss reporting threshold was first established by a Memorandum of Agreement dated December 12, 1996, and it was not intended that it would supplant the Telephone Reporting Unit functions.
2. The parties have previously agreed on the attached job description, labeled "Detective Aides," and that the Guild will not assert any collective bargaining or grievance rights should the City create a civilian job with the job duties listed in the job description. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties. It is the intent of the parties that detective aides are intended to assist detectives. There is no intent on the part of the City or the Guild that detective aides will supplant detectives. During the term of the parties Collective Bargaining Agreement effective January 1, 2000, the City may employ no more than ten detective aides at any one time. In addition, the City may maintain no lesser ratio than twenty-two detectives to one detective aide.
3. The parties have previously agreed on the attached language governing the use of storefront volunteers and storefront employees, labeled "Storefront Volunteers/Employees," and that the Guild will not assert any collective bargaining or grievance rights should the City create such positions with the job duties listed in the attachment. Should the City assign to civilian employees any duties currently being performed by Guild members that are not listed on the attached job description, the Guild shall retain collective bargaining and grievance rights over the assignment of such duties.
4. Supplemental Benefits Eligibility - Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided in SMC 4.44.020, hereinafter referred to as supplemental benefits, which exceeds the rate required to

be paid by state law. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Industrial Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

5. Already-Implemented Health Care Changes - The changes in health care coverage resulting from the City's change to self-insurance shall be maintained during the term of the Collective Bargaining Agreement.
6. Changes in Health Care Plan Third-Party Administrators and/or Provider Networks - During the term of the Collective Bargaining Agreement and consistent with Section 11.11 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 substantially similar to the current level of benefits. The City shall provide the Guild with at least 30 days written notice of any change of provider networks and/or third party administrators.
7. The parties agree that the following shall be agenda items for discussion by the Labor-Management Committee: 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 Employee Involvement Committee.

8. Transfers - The Collective Bargaining Agreement calls for the use of a Disciplinary Review Board (DRB) to hear appeals of disciplinary action and defines as disciplinary action "Suspensions, demotions, terminations, and disciplinary transfers identified by the City." If the Guild believes that a transfer not identified by the City as disciplinary in nature is in fact disciplinary, the Guild's challenge to the transfer shall be handled through the normal grievance procedure.
9. The provisions of Section 3.6A apply only to complaints received after the execution of the Collective Bargaining Agreement.
10. Office of Professional Accountability (OPA) Review Board - The OPA Review Board Auditor position and the right of the Review Board to recommend further investigation of an Internal Investigations Section (IIS) complaint shall be subject to the following provisions:
 - A. The City agrees that the IIS Auditor position shall be continued in effect with its current authority but may be renamed the OPA Auditor, with the clarification that the Auditor may audit all OPA cases involving Guild bargaining unit members.
 - B. The Guild agrees that the City will implement a civilian OPA Review Board with at least three members to be appointed by the City Council at the conclusion of the process outlined in paragraph "D" below.
 - C. The OPA Review Board shall have the following powers with respect to complaints lodged against Guild bargaining unit members:
 1. To review all redacted 2.7 complaint forms with classification noted;
 2. To render a final and binding decision in those cases referred by the Auditor in which there is a dispute between the Auditor and the OPA Director concerning whether further investigation of a case file is warranted; and
 3. To request and review closed, redacted case files.
 - D. Upon ratification of the Collective Bargaining Agreement, the parties shall commence interest-based negotiations over:
 1. The composition of the OPA Review Board;

2. Eligibility for appointment to the OPA Review Board;
3. Confidentiality issues;
4. The basis on which further investigation may be requested;
5. The impacts on employee discipline, if any;
6. Any reporting to accomplish the OPA Review Board's mission; or
7. Any other mutually agreed upon topics.

In the event the parties are unable to reach agreement within 60 days or six meetings, whichever comes sooner, either party may advance remaining issues to final and binding interest arbitration pursuant to the criteria of RCW 41.56 et seq. The time limits in this paragraph may be extended by mutual written agreement of the parties. A single arbitrator shall be selected using the same procedure as set forth in the Collective Bargaining Agreement. The parties will be precluded from asserting during this proceeding that any of the issues listed in this paragraph are not proper subjects for interest arbitration.

- E. Upon completion of the process set forth in paragraph "D" above, the City shall amend its ordinances related to police oversight so as to harmonize with its terms.
 - F. Only the Chief of Police, or his/her designee under the circumstances set forth in the Collective Bargaining Agreement, may impose discipline on bargaining unit members.
11. Equal Employment Opportunity (EEO) Investigations – The Department may assign the responsibility for EEO matters, including investigations, outside the Internal Investigations Section; provided the investigation is conducted in accordance with the Collective Bargaining Agreement; and provided any questioning of bargaining unit members is conducted by an EEO investigator who is a sworn member with the civil service rank of sergeant. If the subject of the complaint is the EEO Investigator, the questioning shall be conducted by a sworn member other than the EEO investigator.

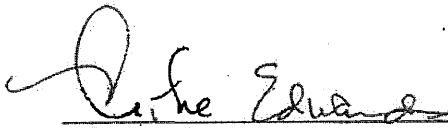
Memorandum of Understanding
Seattle Police Officers' Guild
June 23, 2000
Page 5

All disputes regarding the application or interpretation of this Memorandum of Agreement shall be adjudicated in accordance with the provisions of the grievance procedure in the parties' Collective Bargaining Agreement.

Signed this 7th day of September, 2000.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE



Mike Edwards
President



Fred Treadwell
Labor Negotiator

FT:ljplm

Attachments: Detective Aides Job Description
Storefront Volunteers/Employees Job Description

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DETECTIVE AIDES

Assist sworn detectives by performing certain non-field work functions. At the direction of a detective or sworn supervisor, a detective aide may perform the following tasks:

1. Process arrest reports and citations.
 - 1.1 Coordinate and arrange witness interviews conducted by a detective.
 - 1.2 Obtain booking numbers.
 - 1.3 Check court dates, times, and locations.
 - 1.4 Obtain photographs to be selected and assembled by a detective into a photo montage.
 - 1.5 Retrieve documents and records and other items.
2. Respond to telephone calls and receive visitors.
 - 2.1 Provide authorized information regarding the Department's investigative policies and procedures on various programs.
 - 2.2 Screen and refer visitors and telephone calls to the appropriate person.
3. Run criminal histories, Department of Corrections checks, and other records checks.
4. Perform computer operations.
 - 4.1 Perform data entry using word processors, spreadsheets, and other programs using personal computers or computer terminals.
 - 4.2 Assist employees in computer operations and procedures.
5. Locate witnesses and suspects through the use of computer programs, library resources, and other means that do not require field work.
6. Record, post, or log specific information; prepare tallies of documents.
7. Process impounded and found property.
8. Maintain logs and prepare statistical data concerning crimes investigated by the detectives to which the detective aide is assigned.
9. Assist a detective or other sworn employee in clearing evidence.

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Seattle (hereinafter referred to as the "City") is a first class charter city, organized in accordance with Washington Constitution Article XI, §10 and Chapter 35.22, RCW; and

WHEREAS, the City and the Seattle Police Officers' Guild (hereafter referred to as "SPOG") have been signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPOG; and

WHEREAS, the City and the Seattle Police Management Association (hereafter referred to as "SPMA") have been and are signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by SPMA; and

WHEREAS, on or about January 27, 1997 the City Council passed Ordinance Number 118482 creating a "Firearms Review Board Citizen Observer position (hereinafter "Citizen Observer") with authority to attend each meeting of the Seattle Police Department Firearms Review Board as a non-voting observer, to report annually to the Mayor and Council on the proceedings of the Firearms Review Board, and to increase the confidence of the general public in the review process"; and

WHEREAS, on or about February 6, 1997, the Mayor signed Ordinance Number 118482; and

WHEREAS, on or about February 4, 1997, SPOG, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the Public Employment Relations Commission (hereinafter referred to as "PERC") that was docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about June 11, 1997, SPMA, in response to the adoption of Ordinance Number 118482 and amendments to the Seattle Police Department Policies and Procedures Manual Section 1.305, filed an unfair labor practice complaint against the City with the PERC that was docketed as *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245; and

WHEREAS, the City denied committing any unfair labor practice(s); and

WHEREAS, on or about April 27, 1999, Hearing Examiner Walter M. Stuteville issued Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218

and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245; and

WHEREAS, the City, SPOG, and SPMA have all appealed from Hearing Examiner Walter M. Stuteville's Consolidated Findings of Fact, Conclusions of Law, and Order; and

WHEREAS, the City, SPOG, and the SPMA wish to resolve the unfair labor practice proceeding without resort to further litigation; it is therefore

AGREED BY AND AMONG THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. As part of the appointment process contemplated by Section 5 of Ordinance Number 118482, the President of SPOG and the President of SPMA and/or their designee(s) will be allowed to sit in on the interviews of the final candidates for Citizen Observer and provide input during the interview process.

2. Any bargaining unit employees involved in a Firearms Review Board investigation and review (hereinafter referred to as the "subject employee") will be afforded his/her Weingarten and Garrity rights.

3. The Seattle Police Department Policies and Procedures Manual Section 1.305, VI(A)(5) will be revised to read:

A bargaining unit representative shall be permitted to attend the Firearms Review Board, if requested by the subject employee, to provide representation in accordance with RCW 41.56.

4. The Seattle Police Department Policies and Procedures Manual Section 1.305, IV will be revised to read:

VI Citizen Observer

A. The Mayor shall appoint a Citizen Observer to the Firearm's review Board to observe and report on the Proceedings of the Board.

1. In addition to possessing the qualifications set forth in Section 3E of Ordinance Number 118482, the Citizen Observer shall possess the following qualifications and characteristics:

¹ The parties agree that Appendix A reflects the current state of the law with respect to representation in accordance with RCW 41.56.

a. demonstrated professional experience in criminal justice and/or constitutional law, and,

b. some experience in fact-finding.

2. The Citizen Observer shall be a non-voting observer and shall comply with all of the provisions of Ordinance 118482.

a. The Citizen Observer shall be excused during the deliberations and voting of the Firearms Review Board.

B. The Mayor shall appoint an alternate Citizen Observer who will serve in place of the Citizen Observer where the Citizen Observer is unavailable and/or is unable to serve.

1. The alternate Citizen Observer shall be selected in the same manner as the primary Citizen Observer.

C. The subject employee or the subject employee's bargaining representative may request that the Citizen Observer not attend and/or observe the proceedings of the Firearms Review Board in a particular case if there are concerns related to an appearance of fairness, or if the Citizen Observer is demonstrated to have violated the confidentiality provisions of the Ordinance, or if there are other concerns of similar gravity.

1. Such a request shall be made within five days after receiving notification of the hearing.

2. When such a request is timely made, the alternate Citizen Observer shall be used for the hearing.

5. The Seattle Police Department Policies and Procedures Manual Section 1.305, will be revised to add a §VII that will read:

VII Bargaining Representative Observer

A. A representative of the subject employee's bargaining unit shall serve as a non-voting member of the Firearms Review Board, in the same capacity, and subject to the same limitations, as the Citizen Observer.

1. The representative of the subject employee's bargaining unit will be excused during the deliberations and voting of the Firearms review Board.

B. The representative of the subject employee's bargaining unit who serves as the non-voting member of the Firearms Review Board shall not be the same representative who represents the subject employee before the Firearms Review Board in accordance with RCW 41.56.

6. When records relating to the Firearms Review Board are requested pursuant to a public disclosure request, the subject employee's bargaining representative will be notified of the request and be allowed a reasonable period of time, not to exceed two weeks from date of notification of the request, in which to seek a court order prohibiting disclosure of such records.

7. Hearing Examiner Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245 shall not be used as precedent in any other proceeding(s) involving the City and SPOG and/or the City and SPMA.

8. The City, SPOG, and SPMA will ask the PERC to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245.

9. The City, SPOG, and SPMA will ask the PERC to agree that the Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order in the cases docketed as *Seattle Police Officers' Guild vs. City of Seattle*, Case 13234-U-97-03218 and *Seattle Police Management Association vs. City of Seattle*, Case 13306-U-97-03245 shall have no precedential effect in any PERC proceedings involving the City and SPOG and/or the City and SPMA.

10. The City, SPOG, and SPMA will ask PERC to suspend the briefing schedule pending completion of the settlement discussions and the PERC approval process.

11. If the PERC does not agree to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order and/or to agree that Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order shall have no precedential effect in any PERC proceeding(s) involving the City and SPOG and/or the City and SPMA, this Memorandum of Agreement shall be null and void and the parties will either continue discussing other alternatives to achieve the same goals and/or will request a new briefing schedule so that the appeals can be completed.

12. If the PERC agrees to suspend enforcement of Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order and agrees that Walter M. Stuteville's April 27, 1999 Consolidated Findings of Fact, Conclusions of Law, and Order shall have no precedential effect in any PERC proceeding(s) involving the City and SPOG and/or the City and SPMA, then the parties shall withdraw their appeals.

IN WITNESS WHEREOF, we have set our hands this 10th day of April, 2000.

CITY OF SEATTLE

SEATTLE POLICE OFFICERS' GUILD

SEATTLE POLICE MANAGEMENT ASSOCIATION

4/10/00

APPENDIX A

The parties agree that the following is the scope of a bargaining representative's right to provide representation to an subject employee in a Firearms Review Board proceeding in accordance with RCW 41.56 as of the date of the execution of the Memorandum of Agreement:

1. The bargaining unit representative can counsel the subject employee, complying with all applicable bargaining agreements.

2. The subject employee may consult with the union representative before commencing an investigatory interview.

3. Once the Board asks the subject employee to give his/her version of what occurred, there will be no interruption from the bargaining unit representative.

4. Once active questioning begins of the subject employee, the bargaining unit representative may alert the officer to problems with the phrasing or scope of a question.

a. Examples of the type of assistance which might be provided by the bargaining unit representative include: noting when questions are ambiguous or misleading; noting when questions invade a statutory privilege that the officer has the right to invoke; or interceding when questions become harassing or intimidating.

i. The right of the bargaining unit representative to participate during the questioning process does not necessarily allow that representative to confer with the subject employee before every answer.

5. When a statutory privilege is not at issue, the representative cannot delay the subject employee's responses while the representative advises the officer whether or how to answer a question.

a. Also, the representative and the subject employee is not free to interject comments whenever he/she wishes during the interview.

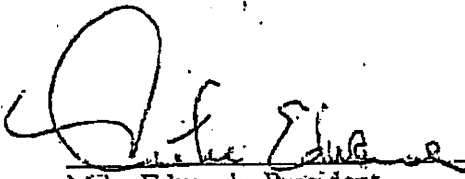
6. In the interest of maintaining an orderly process, the Board may reasonably require the bargaining unit representative to wait until the conclusion of questioning before seeking clarification of previous officer answers, bringing to light favorable facts the officer might have overlooked, suggesting other individuals who may have relevant knowledge, describing relevant practices, or advancing extenuating circumstances for the Board to consider.

Letter of Understanding


In order to avoid any current or future misunderstanding concerning the use of the term "deliberations" in the Firearms Review Board ("FRB") Memorandum Of Agreement ("MOA"), the purpose of this Letter of Understanding is to explain that it was and continues to be the parties' intent to have the FRB operate much like a jury. As such, it was and continues to be the parties' intent to have the Chair of the FRB exclude observers (union and civilian) only after all evidence has been presented, the observers have been given a full opportunity to provide input, and the record has been closed. After exclusion of the observers (union and civilian) there will be no further opportunity for anyone to present any further testimony or evidence for the FRB's consideration.

This Letter of Understanding shall be attached to the MOA and each of the party's signature below shall signify its agreement to the Letter of Understanding.

SEATTLE POLICE OFFICERS' GUILD


Mike Edwards, President

SEATTLE POLICE MANAGEMENT ASSOCIATION


Dan Oliver, President

CITY OF SEATTLE

Labor Relations

Law Department

Letter of Understanding

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