

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 2020 through December 31, 2023

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

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

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

1.3 The elected President of the Association or their designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.

1.4 The President of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 Upon sufficient notification the Employer shall grant the President of the Association or their designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) workdays in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

## ARTICLE 2 - ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Association access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

2.5 The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by an Association representative to all employees covered by a collective bargaining agreement.

2.6.1 The individual Association meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

2.7 At least five (5) business days before the date of the NEO, the City shall provide the Association with a list of names of the bargaining unit members attending the Orientation.

2.8 New Employee and Change in Employee Status Notification: The City shall supply the Association with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone
- d) Personal email (if a member offers)

- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) Hourly or salary (FLSA) status
- j) Compensation rate

2.9 Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.10 The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.12 The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.13 The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

## ARTICLE 3 - EMPLOYMENT PRACTICES

3.1 Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires - In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.3 Overtime, Executive Leave, and Flextime

3.3.1 Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half hour meal and therefore constitutes seven and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants shall receive additional compensation for work in excess of eight hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of eight (8) in a day, excluding meal periods.

3.3.2 Lieutenants working the four (4)/two (2) schedule shall receive nine hours' pay for their regularly scheduled nine-hour day, which includes a one-half hour meal period and therefore constitutes eight and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

3.3.3 The work period for Lieutenants shall be one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of one hundred seventy-one (171) in a twenty-eight (28) day work period. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 4/2 schedule.

3.3.4 All overtime, whether received as cash payment or as paid leave, is subject

to supervisory approval. Lieutenants who have worked overtime and are thereby eligible for overtime compensation will be allowed the choice of whether they will be a) compensated by a cash payment at the rate of time and one-half; or b) compensated by receiving additional paid leave at the rate of time and one-half for all overtime hours worked up to forty or in excess of ninety in a payroll year. There is no pyramiding of overtime or “stacking” of multiple overtime minimums. The Department Bureau Commanders will have sole discretion to decide that the form of compensation due to Lieutenants eligible for overtime for all overtime hours worked from forty through ninety in a payroll year shall be a cash payment rather than additional paid leave.

3.3.5 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1-1/2) rate in the form of either a cash payment or time off. A shift extension is defined as reporting for duty within two (2) hours preceding or within one (1) hour following a Lieutenant's regularly scheduled shift.

3.3.5.1 While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

- 1) Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;
- 2) Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation. These are considered de-minimis. Specific employees who may respond to this type of notification as part of their assigned duties will be compensated per existing practice;
- 3) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and
- 4) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and



a lieutenant is authorized to request overtime. There is a one-hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.6 Management employees of the rank of Police Captain may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated. Each Captain will have the option of cashing out a maximum of sixteen (16) hours of Executive Leave each calendar year; provided that the employee gives the Police Department notice by July 1 of each such year. Any such Executive Leave cashout will be paid on the first pay-date in August of that calendar year.

3.3.7 Employees promoted to the rank of Captain after January 1 of any calendar year shall, for the calendar year in which promoted or assigned, only be entitled to a prorated share of sixty-four (64) hours of Executive Leave time based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon such promotion or assignment.

3.3.8 Use of Executive Leave shall be accomplished in the same manner as vacation leave or in accordance with specific policies promulgated by the Seattle Police Department for use of Executive Leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted or else it will be lost.

3.3.9 Employees holding the permanent rank of Captain may earn and use Flextime. The accrual of Flextime is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation or leave for work related to the primary duty assignment.

3.3.10 Captains assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant Large-scale Event will be eligible for accrual of Flextime leave. Significant Large-scale Events include, but are not limited to, natural disasters or large crowd control events such as protests.

3.3.11 Captains who have completed work in either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for Flextime with the appropriate justification to their supervisor. The supervisor (their Bureau

Commander) will make a determination as to the appropriate amount of Flextime to grant. Upon approval of the Bureau Commander, the Captain's timesheet will be updated to reflect the approved Flextime earned. Hours awarded will be at straight-time, not at time and a half.

3.3.12 Flextime usage, and the approval of its use, will be governed in the same manner as vacation time.

3.3.13 There is a 200-hour cap on Flextime. There is no ability to cash out Flextime. (See Appendix B for information on the process for transitioning to the 200-hour cap.)

3.4 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day, or six (6) days one week, and four (4) days the following week, or any other variation specifically approved by the Employer on a case-by-case basis.

3.5 On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

- A. On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate additional units as "on-going" it will provide notice to the Association and bargain the same upon request.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not

receive any compensation while on-call.

- E. In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three employees.

3.6 An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

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

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

3.9 Personnel Files - The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential to the extent permitted by law and shall restrict the use of information in the files to the extent permitted by law to internal use by the Employer or other police agencies, in the absence of a signed release from the subject employee; provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

3.10 The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees in accordance with the terms set forth in the Municipal Code.

3.11 The City shall offer a group Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium, at a premium rate established by the City and the carrier. The City will offer an option for employees to purchase additional life

insurance coverage for themselves and/or their families, at the employees' sole expense.

3.12 The Employer agrees to repair or replace clothes or equipment damaged in the line of duty.

3.13 Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the cents per mile mileage reimbursement rate adjusted annually, on January 15, to reflect the United States Internal Revenue Service audit rate then in effect for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

### 3.14 Acting Positions

- A. The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by a bargaining unit employee of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.
  
- B. In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the operational needs of the Department. It is understood that in some cases, such as where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees for the position in the event the special project arises again.

### C. Acting Lieutenants

- 1) Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered "short-term" if they are less than 120 days. After that, the absence will be considered "long-term." The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant's absence. Acting lieutenants are not bargaining unit employees.
  - 2) When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.14 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.
  - 3) Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.
  - 4) Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.
- D. Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.
- E. Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees to do such work to the extent possible.

3.15 Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (i.e., headquarters or a precinct).

3.16 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

3.17 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

### 3.18 Assignments

- A. The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from Lieutenants on positions that they have an interest in based either on career

development or other factors.

- B. The Department encourages each Lieutenant to submit to their Captain a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the Lieutenant should include any other factor(s) that the Lieutenant believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their Captain, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.
- C. Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection (“bid”) process is administered by the Assistant Chief of Operations, or their designee:
  - i. On March 1<sup>st</sup>, all current watch commanders and any lieutenant notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.
  - ii. The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.
- D. The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs.
- E. Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.
- F. Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon notification of an alleged violation, the parties will agree to toll any grievance

timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.19 Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

3.20 Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

- A. Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.
- B. After the event is concluded, request a JLMC to address the issue of PPE.



#### ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION

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

4.2 The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

## ARTICLE 5 - HOLIDAYS

5.1 Captains shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of one hundred and twelve (112) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 Lieutenants who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay. The dates of the holidays are set forth in parentheses.

New Year's Day	(January 1)
Martin Luther King, Jr.'s Birthday	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19 <sup>th</sup> )
Independence Day	(July 4)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(2 <sup>nd</sup> Monday in October)
Thanksgiving Day	(fourth Thursday in November)
(The day immediately following Thanksgiving Day)	
Christmas Day	(December 25)

5.3 Whenever an employee has actually worked a holiday covered in Section 5.1, and the employee has not been given a day off with pay in lieu thereof, and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury, or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at the employee's regular rate for said holiday time.

5.4 Lieutenants assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.

5.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, the employee shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, the employee shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the

Association from contesting the legality of such practice.

5.6 The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

## ARTICLE 6 - VACATIONS

6.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 6.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of Lieutenants who work a four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time and holiday time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

6.4 An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

6.5 Employees may, with Employer approval, use accumulated vacation with pay.

6.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the

restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire, or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

6.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.

6.9 An employee who separates for any reason shall be paid in a lump sum for any unused vacation the employee has previously accrued.

6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation accrued prior to the death of such employee.

6.11 Except for family and medical leave granted pursuant to Ordinance 116761, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump-sum for any unused vacation the employee has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before the leave of absence commences.

6.12 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police. Except for family and medical leave granted pursuant to Ordinance 116761, or as otherwise provided by law or ordinance, employees must use all accrued vacation prior to beginning an approved unpaid leave of absence.

6.13 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Nothing in this Section is intended to alter the existing practice with respect to LEOFF I or LEOFF II disability leave.

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

6.15 If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

## ARTICLE 7 - PENSIONS

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

## ARTICLE 8 - HEALTH INSURANCE COVERAGE

8.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150. The administration of LEOFF I medical benefits shall be maintained consistent with the Letter of Understanding signed by the Mayor on January 10, 1998.

8.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and medical, dental, and vision coverage, as established by the City.

8.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical and dental care program, as established by the City, for eligible employees and their eligible dependents.

8.4 Effective January 1, 2020, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 2020 through 2023, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 Bargaining unit employees may “buy up” to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to bargaining unit employees under this Agreement. Bargaining unit employees have the option of “buying up” to either the SPOG medical plan only, or “buying up” to the entire SPOG medical, dental and vision benefit package, at the individual’s option, by paying the associated increase in premium costs.

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

9.1 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Seattle Municipal Code 4.24, Subchapter 1 as amended. Upon death, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

- Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- Accumulated sick leave hours above 800 shall be cashed out at 75%.

In order to be eligible to receive this benefit, an employee must give the City six months notice of retirement, and the date provided for retirement may only be changed by mutual agreement.

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

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

9.4 The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 9.2 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit, the parties will re-open



the Agreement in order to find a mutually acceptable alternative.

9.4.2 In the event the Seattle Police Officers' Guild releases the City from any liability to provide long term disability benefits and assumes sole responsibility for providing such benefits, the Association shall have the option to do the same under the same terms and conditions. If the Association exercises such option, the Vision Services Plan approved by the Joint Labor-Management Insurance Committee will be provided by the City to all LEOFF II employees within the bargaining unit and dependents, and to all LEOFF I employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

9.5 Industrial Insurance - Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments, and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept limited duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or Police Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.5.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows after the employee has been properly notified in advance, supplemental benefits may be terminated no sooner than seven (7) days after such notification has been received by the employee.

9.6 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or their designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

9.7. During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

## ARTICLE 10 - MANAGEMENT RIGHTS

10.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

10.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:

- A. To recruit, hire, assign, transfer, or promote employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action with just cause;
- C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
- D. To determine work schedules and the location of departmental headquarters and facilities; and
- E. To control the departmental budget.

10.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

10.4 Promotions - Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the order of layoff, as provided under RCW 41.56.

## ARTICLE 11 - WORK STOPPAGES

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

11.2 The Employer shall not engage in lockout.

## ARTICLE 12 - SUBORDINATION OF AGREEMENT

12.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law, State Law and City Charter are paramount and shall prevail.

12.2 Employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement, and except where, in the event of changes to the wages, hours, or working conditions of employees covered by this Agreement, bargaining is required by chapter 41.56 RCW.

## ARTICLE 13 - SAVINGS CLAUSE

13.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

## ARTICLE 14 - ENTIRE AGREEMENT

14.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to, or supersede any of its provisions, except by written agreement.

## ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 - Pensions, shall not be subject to the procedure delineated in this Article.

15.2 A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. The Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance.

### Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance

procedure within fifteen (15) calendar days of receiving the City's Step 1 response. The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources Director and the Bureau Chief. The Director of Labor Relations or their designee shall investigate the grievance. Either the Director of Labor Relations or their designee, or the Association may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Association with their written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. A. Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

B. Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as arbitrator.

15.4 Referral to arbitration must be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.



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

15.5 In connection with any arbitration or Discipline Review proceeding held pursuant to this Agreement, it is understood as follows:

- A. The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.
- B. The decision of the Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.
- C. The cost of the Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.
- D. The Arbitrator's/Neutral Examiner's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

Any Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

- E. If arbitration has been timely requested, the parties may with mutual consent, attempt grievance mediation. The process will use a mutually acceptable professional mediator and conclude within thirty (30) calendar days after the mutual request.

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

15.7 Failure by an employee or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the

Employer to comply with any time limitations of the procedure in this Article shall allow the Association to proceed to the next step without waiting for the Employer to reply at the previous step.

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

15.9 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.10 A grievance decision at any step of the procedure in Section 15.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

15.11 Employees will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the Agreement shall subsequently be subject to the grievance procedure.

15.12 As an alternative to answering the Step 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.

15.13 An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

## 15.14 Discipline Review

- 15.14.1 Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a “new look” at the circumstances of a disciplinary investigation.

This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

- 15.14.2 Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record (“IR”). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information (“Supplemental Submission”) as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, or re-open the investigation. See Article 16.4 for specific details.
- 15.14.3 Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA, or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR, and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief shall issue a written decision (the “Decision”), unless the Chief decides to send the matter

back to OPA for additional investigation.

15.14.4 Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations within fifteen (15) days of receipt of the Decision.

15.14.5 Discipline Review.

A. Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

B. The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief's Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

C. There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and
2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

D. Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties will use their best efforts to conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner.

E. In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

F. If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is overturned and the Neutral Examiner will make other determinations as appropriate.

G. If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

H. The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

I. Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such that the public may review the process either in real-time or shortly thereafter.

15.15 In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

## ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS

16.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in Articles 15 and 16; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately, and the disciplinary action shall be subject to the Discipline Review procedure as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, a bargaining unit employee retains the right to initiate a Discipline Review or PSCSC appeal of an investigative finding and/or any associated discipline.

16.2 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

16.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., an employee being investigated but not yet charged with a serious crime), the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. The Association will be notified when the Department intends to indefinitely suspend an employee in the bargaining unit. The Association has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to

back pay or lost benefits.

#### 16.4 Internal Investigations Procedures

- A. The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee is investigated, the lead investigative function will be performed by any employee in OPA. All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.
- B. The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or “front-line” investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven (7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.
- C. Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the



investigation, unless within one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. mail sent to the employee's home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA's approval of the supervisory adjudication.

1. The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).
2. Additionally, the failure of an employee or Department witness, or their representative, to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee, Department witness, or representative took to participate.
3. Subject to the listed conditions, the OPA may request, and the Association will grant, an extension of the one-hundred eighty (180) day time limitation (so long as the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA that the witnesses are reasonably expected to become available (both

physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.

4. In the event that the OPA makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their designee. Failure to so respond shall result in the extension request being approved.
  5. When the OPA investigation is complete, the Investigative Record will be made available to the Association for the 30 day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180 day time period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180 day time period may be made consistent with 16.4 (C) (3) above, and the 180 day time period will not restart until the extension request has been resolved.
  6. The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure regarding the 180-day time period the OPA will notify the Association whenever the OPA Director believes the time period has been tolled.
- D. Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in

good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.

- E. When an employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, the interview notice will include:
  - 1. Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise them of the allegations of such complaint.
  - 2. The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview
- F. Nothing in Section B or D shall function to limit the scope of the investigation. The named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.
- G. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents, that employee will be afforded their rights under the Police Officers' Bill of Rights by that City agent.
- H. OPA Interviews
  - 1. The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.
  - 2. At least three business days and no more than thirty days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of their right to representation by the Association during the interview.
  - 3. Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the

questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.

4. The Association will be allowed reasonable on-duty release time for a SPMA representative to provide representation requested by the employee during the questioning.
  5. Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
  6. Any person in attendance at interviews shall be precluded from making recommendations or otherwise determining disciplinary outcomes for the employee.
  7. The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the OPA upon request. If an interview of a named employee is recorded by the OPA, the OPA shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.
- I. Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:
1. where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or
  2. where the named employee concealed acts of misconduct, or
  3. dishonesty, or

4. Type III force, as defined in the SPD policy manual or by applicable law

Any employee who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

- J. OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint
- K. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, Bureau Chief/Deputy Chief, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their designee may authorize access to others in their discretion only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee that is not in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

- L. The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.
- M. An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access.

- N. OPA closed investigative files will be retained for the duration of the City employment plus six years, or longer if any action related to that employee is ongoing.
- O. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.
- P. During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a “placeholder”. The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association’s discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information arises between the Loudermill hearing and the Chief’s decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief’s decision.

## 16.5 Criminal Investigations

- A. In the event of a criminal investigation of a bargaining unit employee, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.
- B. OPA will not conduct criminal investigations. While OPA will not direct the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA, simultaneous OPA and criminal investigations may be conducted. In the event the OPA is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details, such as

witness interview scheduling or review of evidence.

In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of the administrative investigation. The OPA may, at its discretion, recommend to the Chief of Police that an outside law enforcement agency conduct a criminal investigation.

16.6 Bill of Rights - The "Police Officers' Bill of Rights" spells out the minimum rights of an officer but where the language of the contract or the past practices of the Department grant the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by the Seattle Police Department and/or OPA.

16.6.1 Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee's Constitutional rights.

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

16.6.3 Interviewing procedures - Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked "off the record." The employee being interviewed shall be entitled to such intermissions as the employee reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the

interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee.

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

16.6.5 Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their due process hearing or to present any information during the due process hearing if the employee chooses to attend.

16.6.7 When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their decision.



## 16.7 Mediation – Alternative Resolution Process

1. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.
2. For cases involving dissatisfaction with an interaction with an officer, at the time of issuing the Classification Report OPA will ask the officer whether they are willing to mediate the complaint.
3. Assuming the officer is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is being considered for mediation. Complaints may also be considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer have agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.
  1. Voluntary process - Mediation will occur only if both the complainant and employee agree.
  2. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.
  3. If the Mediator informs the OPA that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:
    - a. The officer actively listens to the perspective of the other party; and
    - b. The officer fully communicates their own position and engages in the discussion.

Good faith does not require the officer to agree to any particular

resolution of a complaint.

4. In the event the complainant changes their mind and does not participate in the mediation, or if an employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until it was returned to OPA for investigation.
5. Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.
6. Time spent at the mediation shall be considered on-duty time.
7. The panel of mediators will be jointly selected by the OPA and the Association. All costs of mediation shall be borne by the City.
8. Multiple Named Officers - In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the complaint processed by OPA

#### 16.8 Rapid Adjudication Process

- A. Rapid Adjudication (“RA”) is an alternative complaint resolution process. RA may be initiated by the employee or OPA. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.
- B. Employee Initiated.

Included with the classification report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or

designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative at any such meeting.

C. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative at any such meeting.

D. RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

E. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

F. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

## 16.9 EEO Investigations

A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.

B. EEO Investigations may be conducted by a member of the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle.

C. In all investigations, the officer has the right to Association representation at the investigative interview.

D. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.

- E. No discipline may result from an EEO investigation unless a written report is provided to the affected employee, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.
  
- F. All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(G), 16.4(H), 16.6.2, 16.6.3 and 16.6.4.

## ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE

17.1 There shall be a Police Department Joint Labor Management Committee consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or their representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 The JLMC shall meet on an ad hoc basis at the request of either party and shall consider and discuss matters of mutual concern pertaining to the improvement of the Police Department and the welfare of the employees.

17.3 The purpose of the JLMC is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultive capacity to the Chief of Police.

17.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

17.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

## ARTICLE 18 - DURATION OF AGREEMENT

18.1 This Agreement shall become effective on January 1, 2020 or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2023. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 2023 as stipulated in RCW 41.56.440. Notwithstanding an effective date of January 1, 2020, pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

18.2 Upon thirty (30) days advance written notification, the City may require that the Association meet for the purpose of negotiating amendments to this Agreement which relate to productivity improvements within the Police Department.

18.3 The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the adoption of amendments to Title 4 of the Seattle Municipal Code.

Signed this 17th day of June, 2022.

SEATTLE POLICE MANAGEMENT  
ASSOCIATION

THE CITY OF SEATTLE

Executed under authority of  
Ordinance 126597



\_\_\_\_\_  
Scott Bachler, President



\_\_\_\_\_  
Bruce Harrell, Mayor



\_\_\_\_\_  
Brian Stampfl, Vice-President



\_\_\_\_\_  
Danielle Malcolm, Labor Relations



## APPENDIX A – SALARIES

A.1 Effective December 25, 2019, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	11,866	12,350	12,856	13,371
Captain	14,113	14,683	15,289	15,901

A.2 Effective January 6, 2021, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	12,093	12,583	13,102	13,625
Captain	14,381	14,962	15,579	16,204

A.3 Effective January 5, 2022, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	12,576	13,088	13,625	14,170
Captain	14,957	15,560	16,202	16,851

A.4 Effective January 4th, 2023, the base wage rates set forth in A.3 above shall be increased across-the-board by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index (“CPI”) for June 2021 to June 2022 over the same index for June 2020 to June 2021; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted). The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.

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

A.6 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with

the following schedules:

Longevity		Effective 12/26/18
Completion of fifteen (15) years of service		6%
Completion of twenty (20) years of service		7%
Completion of twenty-five (25) years of service		12%
Completion of thirty (30) years of service		13%

A.7 The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: 5% (6% first pay period after implementation)

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

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

B. Effective the first pay period after implementation, Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 Correction of Payroll Errors. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or

2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a prepayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay

period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Association Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

A9 Deferred Compensation.

1. Effective January 1, 2019, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 2% of the top step base salary of Police Lieutenant. Effective the first pay period following implementation, the City's total annual match of an employee's contribution to the City's voluntary deferred compensation program shall increase up to a maximum of 3% of the top step base salary of Police Lieutenant.
2. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

## APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2020-2023 collective bargaining agreement.

### **Accountability Legislation**

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

### **Body Worn Video**

Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 (“In-Car and Body-Worn Video”).

It is understood that the Department will require some bargaining unit members to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City.

Effective the first pay period after ratification of this Agreement, and continuing through the remainder of 2022, an additional two percent (2%) of the base monthly salary held by an employee shall be paid to each employee required to wear BWV while on duty for the City. Effective December 25, 2019 through the date of ratification, any Watch Commander that regularly wore BWV while on duty shall receive the 2% premium for each pay period during which they were wearing the BWV. The parties will work together in good faith to determine eligibility for this pay. This 2% premium for wearing BWV shall terminate on January 3, 2023.

### **Civilianization**

The Captain position currently assigned to the Communications Section may be replaced by a non-sworn manager. The City reserves the right to determine when and if this happens. The Association and incumbent captain will receive at least 30 days notice prior to the implementation of a civilianization decision. There is no current proposal or agreement to civilianize the lieutenant position currently assigned within the Communications Section. These civilianization understandings are not dependent on where the communications function is ultimately housed organizationally.

In the event the City seeks civilianization of any other bargaining unit position(s), it may re-open the Agreement and bargain with the SPMA pursuant to the requirements of RCW 41.56.

## **Contract Effectiveness**

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

## **EEO interviews**

EEO interviews may occur remotely over video at the City's discretion while the Mayor's Executive Order-COVID-19 Civil Emergency is in effect. After the expiration of this order, the parties may reopen on the issue of remote EEO interviews.

## **Flextime**

Effective with this Agreement, Flextime will be capped at 200 hours, and will be controlled and managed by SPD.

### **Determination of Accruals:**

Each Captain must affirm to SPD the amount of Flextime they have by providing a written statement as follows: "I affirm that I currently have \_\_\_\_ hours of Flextime." Failure to provide the affirmation will result in the Captain losing whatever Flextime accumulation they had. The mechanism for gathering this information shall be determined by the SPD HR Director and will be distributed shortly after the Agreement has been ratified by both parties.

For each Captain affirming more than 384 hours of Flextime, the Captain will be expected to establish proof of approval to go over the cap, as required in the underlying MOU.

### **Transition to New 200-hour Cap:**

Captains will have eighteen (18) months from the point that Flextime balances appear in a Captain's timesheet balances to get to 200 or less hours of Flextime (the "Transition Period"). In order to avoid disputes regarding this timeline, the parties will agree on the initial date that Flextime balances are being electronically recorded, which will initiate the Transition Period. At the commencement of the Transition Period, each Captain will be given the opportunity to cash-out at 35% their accrued Flextime hours for those hours over 200 and up to 384 hours. This cash-out may be requested through a mechanism administered by the SPD HR Director. At the conclusion of the Transition Period, any remaining unused Flextime hours will be cashed out by the City at the rate of 25% for hours over 200 and up to 384 hours. Funds will be directed consistent with current City policy and IRS regulation.

If during the Determination of Accruals process it is established that a Captain has an approved over-the-cap balance, the City may notify the Association of its intent

to bargain issues related to the reduction of the over-the-cap amount. Absent such notification, the Captain will have the remainder of the Transition Period to use (or lose) the over-the-cap amount.

#### **Four Ten Schedule Re-Opener**

In the event the City implements a 4x10 patrol schedule with SPOG, and desires to extend that schedule to potentially impacted SPMA members as well, this Agreement may be re-opened to bargain the hours and work schedule impacts of the change to a 4X10 patrol schedule.

#### **Incentive Sick Leave Balances**

The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below:

A. Incentive sick leave may be used only for the three-day elimination period for industrial injuries or after all regular sick leave has been used.

B. Incentive sick leave may not be cashed out or applied to the payment of health care premiums.

#### **Legislative Changes**

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

#### **Public Safety Civil Service Commission**

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

#### **Race and Social Justice Initiative**

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

**Records Retention**

The City will request an Attorney General Opinion regarding revised RCW 43.101.135 (7)(b) in SB 5051. The question to be resolved is whether the legislation requires the retention of all officer misconduct investigations, or just those that result in sustained findings or discipline. If the AGO indicates that unsustained complaints are not the subject of the legislation, the Association may re-open the CBA on the issue of retention of not sustained investigative files (see Article 16.4 (N)).

**Secondary Employment**

The Association recognizes the City’s ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit (e.g., workload for any employee involved in making or overseeing the assignments) and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

**Washington Paid Family and Medical Leave Act**

The Parties agree that the existing Memorandum of Agreement between the City and the Coalition of City Unions concerning the implementation of the Washington Paid Family and Medical Leave Act (attached as Appendix F) will be incorporated into this Agreement. Association bargaining unit employees may utilize benefits outlined in SMC 4.26, 4.27, 4.29, and RCW 50A consistent with City policy and this Agreement.

Dated this 17th date of June, 2022 .

**Seattle Police Management Association**

**City of Seattle**

*Scott Bachler*

\_\_\_\_\_  
Scott Bachler, President,

*Bruce C. Harrell*

\_\_\_\_\_  
Bruce Harrell, Mayor

*Brian Stampfl*

\_\_\_\_\_  
Brian Stampfl, Vice President

*Danielle Malcolm*

\_\_\_\_\_  
Danielle Malcolm, Labor Relations

## APPENDIX C

Employees receiving SPFML may use any of their accrued paid and/or granted leave (“Leave”) to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called “supplemental leave pay”. Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

A) Leave for the purposes of this proposal is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.). Leaves eligible for top-off during the pilot will be consistent with those applicable to the Coalition. Flextime is not eligible for top-off.

B) Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department (“ESD”).

C) Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or retroactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D) The use of supplemental leave to “top-up” an employee’s SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E) The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15-minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F) It is the employees’ responsibility to calculate how much accrued and/or granted paid leave they need to use in order to supplement their SPFML benefit when entering and submitting their timesheets.

G) An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

H) It is the employee’s responsibility for determining whether they have the accrued and/or granted leave they seek to use in a given pay period to supplement the SPFML.



I) The City will not be responsible for tracking whether employees have accrued the amount of Supplemental Leave they request at the time their SPFML leave is set to start.

J) The SPFML “top-up” program is a pilot, and the City and the Coalition of City Unions have developed a comprehensive review, analysis, and discussion system in order to assess the program (detailed in “K” below). The City agrees to notify the Association regarding the initial review meeting during Q2 2023, and the Association agrees to coordinate its participation through the Coalition. The City and Association will not conduct a separate review. Determinations about program viability and continuation will be made within the framework of the City/Coalition review and assessment, which is included below for reference.

K) Length and review of Pilot Program: This pilot program will take effect the first quarter of 2022 and continue through March 31, 2024, the end of the first quarter of 2024. The City and the Coalition of City Unions (the “Parties” for purposes of this subsection only) have agreed that after the first quarter of 2023, and no later than June 30, 2023, they will meet and review the supplemental leave pay usage data of the previous year, to review the cost and utilization of the program. After June 30, 2023, either party may cancel this pilot program with 30 days calendar days’ written notice to the other party. The Parties agree that the purpose of this pilot phase is to ascertain utilization and costing data related to top-up for purposes of possible enhancements or expansion of the program, including but not limited to the possibility of the City providing some or all of the supplemental top-up funding at a future date. To that end, the parties agree to convene a labor-management on this subject no later than ninety (90) days prior to June 30, 2023, to review this data and negotiate potential changes to the program.

## APPENDIX D

### APPENDIX D

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

**LABOR-MANAGEMENT HEALTH CARE COMMITTEE**

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

#### **I. CONTRACTUAL PROVISIONS**

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

#### **DEFINITIONS**

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

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

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

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

### **III REQUIRED CITY CONTRIBUTION**

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

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

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

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

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

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

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

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

**VI. COMMITTEE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

**IX. AMENDMENTS**

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

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


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

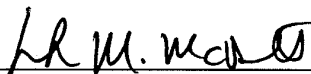
**XI. TERM OF AGREEMENT**

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

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

**THE CITY OF SEATTLE**

  
\_\_\_\_\_  
David Bracilano  
Director of Labor Relations

  
\_\_\_\_\_  
Mark McDermott  
Personnel Director

  
\_\_\_\_\_  
Dan Oliver  
Seattle Police Management Association President

## APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- 1997 – LEOFF members reemployed as civilians
- 2001 – Administration of vacation for LEOFF II on disability leave
- 2009 – Executive Leave cash out for Captains
- 2009 – 2006 pilot process for promotion from lieutenant to captain becomes permanent
- 2014 – Implementation of the Settlement Agreement and Memorandum of Understanding between the City and the Department of Justice (July 27, 2012)
- 2014 – Formation of the Community Police Commission
- 2014 – Access and confidentiality of the DOJ Monitor
- 2016 – Night Duty Commanders and Night Duty Commander Duty Rotation Calendar
- 2017 – Night Duty Commander Addendum

## APPENDIX F

09/20/19

### MEMORANDUM OF AGREEMENT

between the  
City of Seattle and the  
Coalition of City Unions

This is a Memorandum of Agreement ("Agreement") between the City of Seattle ("City") and the Coalition of City Unions ("Coalition") (collectively, "Parties"), concerning the implementation of Washington *Paid Family and Medical Leave Act* ("WAPFML"), *RCW Title 50A* by the City of Seattle. In 2018 the citizens of Washington State voted to approve the creation of a paid family and medical leave program for employees in Washington state, with benefits effective January 1, 2020. WAPFML will be administered by the Washington Employment Security Department. The Parties recognize that there are continuing uncertainties in how to best implement WAPFML as it applies to City employees because the Washington state rulemaking process will not be completed before December 31, 2019. As a result of the lengthy rulemaking process, the Parties are unable to completely assess the impact of the law and rules on the City and its represented employees, and therefore:

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The Parties agree to the following measures to reduce uncertainty and to address issues which may arise after the implementation of the paid family leave law:

1. ELIMINATION OF DRAWDOWN

The City shall not require members of the Coalition of City Unions who execute this agreement, to reduce the balance of or "draw down" accrued vacation or accrued sick leave prior to receiving leave benefits provided for in *Seattle Municipal Code Chapter 4.27, Paid Parental Leave* or *Seattle Municipal Code 4.29, Paid Family Care Leave*.

2. EXPANDED DEFINITION OF FAMILY MEMBER FOR USE OF CITY LEAVE

The City agrees that for bargaining units that have entered into this Agreement, it will expand the definition of family member to include the employee's sibling, the employee's grandparent, or the employee's grandchild for the purpose of eligibility for family and medical leave under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave* and *Seattle Municipal Code Chapter 4.29, Paid Family Care Leave*.

3. EMPLOYEE PORTION OF PREMIUM PAID FOR BY EMPLOYEES

The Coalition of City Unions and each individual union therein, agree that Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an

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<sup>1</sup> The City of Seattle refers to WAPFML as "State Paid Family and Medical Leave", or "SPFML."



09/20/19


employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

- 4. PROTECTED LEAVE FOR THOSE INELIGIBLE FOR LEAVE UNDER SMC 4.26  
An employee who does not meet the eligibility criteria required by Chapter 4.26 of the Seattle Municipal Code, but who otherwise qualifies for WAPFML, shall be eligible for an unpaid medical leave of absence. Such employee shall be afforded the same job protections and be subject to the same obligations under this medical leave of absence as though they were covered by this Chapter 4.26 of the Seattle Municipal Code.
- 5. CONCURRENCY OF LEAVE  
Leave taken under RCW Title 50A shall be taken concurrently with the federal *Family and Medical Leave Act of 1993* and with unpaid leave taken under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave*.
- 6. AGREEMENT TO REOPEN INDIVIDUAL COLLECTIVE BARGAINING AGREEMENT(S) AFTER FINAL RULEMAKING COMPLETED  
The Parties agree to reopen their respective Agreements for the purpose of addressing the impact of RCW Title 50A no later than September 30, 2020, after final rulemaking is completed, including but not limited to changes in the City's current paid leave program benefit, concurrency, "top off" and protected leave status which may arise as a result of final rulemaking from the State of Washington. After July 31, 2020, either Party may request to reopen the contract to address impacts of the law. The Parties further agree that they may reopen on this subject prior to July 31, 2020 by mutual agreement any time after the completion of the Washington state rule making has been completed.

SIGNED this 20<sup>th</sup> day of SEPTEMBER 2019.  
Executed under the Authority  
of Ordinance No. \_\_\_\_\_

FOR THE CITY OF SEATTLE:

\_\_\_\_\_

  
\_\_\_\_\_  
Jana Sangy  
Director of Labor Relations

\_\_\_\_\_

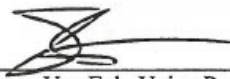
09/20/19


SIGNATORY UNIONS:

\_\_\_\_\_  
Elizabeth Rockett, Field Representative  
IU Painters and Allied Trades,  
District Council #5

\_\_\_\_\_  
Natalie Kelly, Business Representative  
HERE, Local 8

\_\_\_\_\_  
Andrea Friedland, Business Representative  
IATSE, Local 15

  
\_\_\_\_\_  
Shaun Van Eyk, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support, &  
Probation Counselors

  
\_\_\_\_\_  
Mark Watson, Union Representative  
WSCCCE, Council 2, Local 21, 21C & 21Z

\_\_\_\_\_  
Ed Stemler, General Counsel  
WSCCCE, Council 2, Local 21-PA Assistant  
City Prosecutors

\_\_\_\_\_  
Kurt Swanson, Business Representative  
UA Plumbers and Pipefitters, & Waterworks,  
Local 32

\_\_\_\_\_  
Janet Lewis, Business Representative  
IBEW, Local 46

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Kal Rohde, Business Representative  
Sheet Metal Workers, Local 66

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Brian Self, Business Representative  
Boilermakers Union, Local 104


09/20/19

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John Scearcy, Secretary-Treasurer  
Teamsters, Local 117; JCC and Community  
Service Officers & Evidence Warehouse

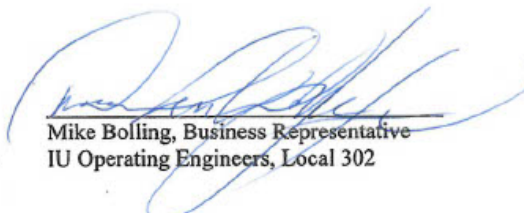
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Scott Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC and Municipal  
Court




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Ian Gordon, Business Manager  
PSIE, Local 1239 and Local 1239 Security  
Officers (JCC); Local 1239 Recreation Unit



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Mike Bolling, Business Representative  
IU Operating Engineers, Local 302



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Mary Keefe, Business Agent  
Teamsters, Local 763; JCC and Municipal  
Court

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Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific

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Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters

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Scott Fuquay, President  
Seattle Municipal Court Marshals' Guild  
IUPA, Local 600



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Cory Ellis, President  
Seattle Police Dispatchers' Guild

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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
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