

26.02.2010

AGENDA SHEET FOR COUNCIL MEETING OF: December 14, 2009

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SPOKANE, WA
208 AgSht04.25.2008
SPOKANE

Submitting Dept.
Human Resources

Contact Person/Phone No.
Dave Chandler/6233

Council Sponsor

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2009-1014

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Authorization to enter into a contract for wages and benefits between the City of Spokane and Spokane Police Lieutenants and Captains Association. The term of the collective bargaining agreement is for two years from January 1, 2010 and ending December 31, 2011.

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane and Spokane Police Lieutenants and Captains Association have concluded negotiations covering wages and benefits for 2010-2011. The average annual increase in Total Cost of Compensation for the two year period is estimated to be 3.26% per year. The average annual increase for wages only 2010-2011 is 2.00% per year. The City and Associations' contract discussions focused on the City's known 2010 and anticipated 2011 general fund budget shortfall. The negotiations teams agreed to the following contract modifications to address the Lieutenants and Captains Association proportionate share of the shortfall.

RECOMMENDATION:

Staff recommends Council approval of the supplemental labor contract and extension.

Fiscal Impact:	Budget Account:
o N/A	o N/A
o Expenditure:	#
2010-\$38,360	#
2011-\$78,757	
o Revenue: \$	
o Budget Neutral	

ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk: Final contract will be filed with City Clerk's Office when signed by all parties.

SIGNATURES:

Department Head

[Signature]
Legal

Division Director

[Signature]
For the Mayor

Finance

[Signature]
Council President

DISTRIBUTION:

- Finance-Tim D.
- HR - Diane
- Payroll
- Police Lieutenants & Captains Association

COUNCIL ACTION:

APPROVED AND
CONTRACT AUTHORIZED
BY SPOKANE CITY COUNCIL:

December 14, 2009
[Signature]
CITY CLERK

CITY COUNCIL AGENDA -- December 14, 2009**Page 2****Background (Continued):****Wages**

2010 – 0%

2011 – 4% increase effective December 26, 2010

Consistent with the terms of their current contract, Lieutenants' wages will be set at 18% above Sergeant base salary to include corresponding longevity levels, and Captains' wages will be set at 18% above Lieutenant base salary to include corresponding longevity levels. Association members will receive COLAs in 2010 and 2011 to match those received by members of the Spokane Police Guild. The TA reached between the City and the Guild provides for no COLA in 2010 and a 4% COLA in 2011, effective December 26, 2010.

Vacation

Effective January 1, 2010, all Association members' annual leave accruals shall increase by 52 hours per year. On December 31 of any year, the City may reduce these accrual rates to their prior levels by permanently increasing all pay steps by an equivalent amount.

Salary Saving Plan (Retirement Incentive) Plan

The parties agree to adopt the attached Spokane Police Lieutenants and Captains Association Salary Savings Plan. The parties agree to adopt the Guild Salary Savings Plan.

Rule of Three: A Rule of Three shall be established for each promotion to Captain. From the three candidates highest on the Civil Service eligibility list, the Chief of Police shall select the one that the Chief determines is best qualified for the position of Captain. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection. In the event of conflict between this Rule of Three and Civil Service Rules, this Rule of Three shall control. The Rule of Three shall apply immediately upon ratification of this TA by the Association and City Council. This Rule is not subject to any trial period or sunset clause and shall remain a permanent practice unless and until the parties mutually agree otherwise.

Duty Staff Officer (DSO) Pay: Captains who are on call as DSO shall be paid a flat \$500 per week only for those weeks in which they are on call as DSO.

Sick Leave Usage: Article XVII, Section G of the contract will be modified to include the following language: LEOFF II members may use sick leave to stay home and supervise children under the age of 16 if the member's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

OPR 2009-1014

RECEIVED
06.01.2010
CITY CLERK'S OFFICE
SPOKANE, WA

AGREEMENT

BETWEEN

CITY OF SPOKANE

AND

**SPOKANE POLICE
LIEUTENANTS AND CAPTAINS
ASSOCIATION**

2010 – 2011

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>PRODUCTIVITY</u>	1
<u>EMBODIMENT</u>	1
<u>LABOR MANAGEMENT MEETINGS</u>	2
<u>ARTICLE I – RECOGNITION</u>	2
<u>ARTICLE II – CONDITIONS AND DURATION OF AGREEMENT – TERMINATION</u>	2
<u>ARTICLE III – NEGOTIATIONS</u>	2
<u>ARTICLE IV – CHECKOFF</u>	3
<u>ARTICLE V – UNION SECURITY</u>	3
<u>ARTICLE VI – SETTLEMENT OF DISPUTES</u>	3
<u>ARTICLE VII – GRIEVANCE PROCEDURE – PERMANENT UMPIRE</u>	3
SECTION A – GRIEVANCE PROCEDURE STEPS	3
SECTION B – PERMANENT UMPIRE	4
<u>ARTICLE VIII – CITY SECURITY</u>	5
<u>ARTICLE IX – HOLIDAYS</u>	7
SECTION A	7
SECTION B – HOLIDAY PAY	7
<u>ARTICLE X – HOURS OF WORK</u>	8
<u>ARTICLE XI – OVERTIME</u>	8
<u>ARTICLE XII – WAGES</u>	10
<u>ARTICLE XIII – LEAVES</u>	10
SECTION A – ANNUAL LEAVE.....	10
SECTION B – ANNUAL LEAVE CASH-OUT	11
SECTION C – PERSONAL LEAVE.....	11
<u>ARTICLE XIV – UNIFORMS</u>	12
<u>ARTICLE XV – SPECIAL EQUIPMENT</u>	12
<u>ARTICLE XVI – REPAIR OR REPLACEMENT OF PERSONAL PROPERTY</u>	12
<u>ARTICLE XVII – LEAVE OF ABSENCE</u>	12
SECTION A – PAID LEAVES – FAMILY EMERGENCY AND DEATH LEAVE	12
SECTION B – FAMILY LEAVE	13

SECTION C – APPLICATION FOR LEAVE	13
SECTION D – NATURAL DISASTER LEAVE	13
SECTION E – ILLNESS LEAVE (LEOFF II)	13
SECTION F – DISABILITY LEAVE (LEOFF II ONLY).....	14
SECTION G – CARE FOR MINOR CHILDREN.....	14
<u>ARTICLE XVIII – GENERAL PROVISIONS</u>	15
SECTION A – PLEDGE AGAINST DISCRIMINATION AND COERCION	15
SECTION B – ASSOCIATION BULLETIN BOARDS.....	15
SECTION C – ASSOCIATION ACTIVITIES ON CITY’S TIME AND PREMISES.....	15
SECTION D – ASSOCIATION BUSINESS – PAID LEAVES	16
SECTION E – ASSOCIATION BUSINESS – OTHER.....	16
SECTION F – SENIORITY.....	16
SECTION G – LEOFF II DUPLICATION OF BENEFITS	16
SECTION H – LEOFF II LIGHT DUTY.....	16
<u>ARTICLE XIX – INSURANCE</u>	17
SECTION A – FALSE ARREST AND LIABILITY COVERAGE	17
SECTION B – FAMILY DENTAL.....	17
SECTION C – FAMILY MEDICAL.....	17
SECTION D – RETIREE MEDICAL	18
SECTION E – DEPENDENT LIFE INSURANCE	18
SECTION F – EMPLOYEE LIFE INSURANCE	18
SECTION G – HEALTH PLAN REDESIGN	18
<u>ARTICLE XX – TUITION REIMBURSEMENT</u>	19
<u>ARTICLE XXI – SALARY COMPUTATIONS</u>	19
SECTION A – REGULAR HOURLY RATE.....	19
SECTION B – PAY PERIODS	19
SECTION C – COMPENSATORY TIME.....	19
<u>ARTICLE XXII – PROPOSED SUPPLEMENTAL AGREEMENTS</u>	20
<u>ARTICLE XXIII – DEFERRED COMPENSATION</u>	20
<u>ARTICLE XXIV – RULE OF THREE</u>	21
<u>ARTICLE XXV – SALARY SAVINGS PLAN</u>	21
<u>ARTICLE XXVI – SAVINGS CLAUSE</u>	23
<u>APPENDIX A</u>	24
<u>ATTACHMENT “A”</u>	24

AGREEMENT
between
CITY OF SPOKANE
and
SPOKANE POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION
2010 – 2011

PREAMBLE

This agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City, and the Spokane Police Lieutenants and Captains Association, hereinafter referred to as the Association, has as its purpose the promoting of harmonious relations between the City and the Association and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

PRODUCTIVITY

It is mutually agreed that the City Management and the Association shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at that time they negotiated and signed this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the negotiating committee for the Association and the City shall conduct regular labor-management meetings for the purpose of resolving problems that may arise. Meetings may be conducted quarterly, but they may be scheduled more often by mutual agreement.

ARTICLE I – RECOGNITION

Section A

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Spokane Police Lieutenants and Captains.

Section B

The Association recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department administration unless otherwise provided through the terms of the Agreement. Management's right to hire, promote, demote, reclassify, temporarily lay off, suspend, or otherwise discipline employees for just cause as covered by current or those hereafter adopted Rules and Regulations of Civil Service is recognized. In addition, Management has the right to assign work and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

ARTICLE II – CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be effective as of the first pay period of 2010, and shall remain in full force and effect until the end of the last pay period in 2011.

This Agreement shall remain in full force and be effective after its expiration during the period of negotiations for a successor agreement or until such time as a party hereto cancels this Agreement following thirty (30) days' written notice.

ARTICLE III – NEGOTIATIONS

Either party of this Agreement may select for itself such negotiator or negotiators as they deem necessary.

ARTICLE IV – CHECKOFF

The City agrees to deduct the Association's membership initiation fee, assessments, and once each month, Association dues from the pay of those employees who individually request in writing that such deductions be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Association.

ARTICLE V – UNION SECURITY

Current bargaining unit members and newly promoted employees (within thirty [30] days of their promotion) shall determine whether they wish to (1) join the Association and pay Association dues and fees or (2) decline to join the Association and pay a service fee of no more than regular Association initiation fees and dues as a consideration toward the administration of this Agreement. In accordance with RCW 41.56, objections to joining the Association which are based on bona fide religious tenets or teachings of a church or religious body as may be determined by the Public Employment Relations Commission will be observed. The employer shall deduct from such employee's wages and contribute an amount of money equivalent to regular Association dues to a nonreligious charity mutually agreed upon by the employee affected and the Association.

ARTICLE VI – SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by the agreed upon grievance procedure provided that such grievance and dispute is not covered by Civil Service Rule No. 11.

ARTICLE VII – GRIEVANCE PROCEDURE – PERMANENT UMPIRE

Section A – Grievance Procedure Steps

1. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Association representatives concerning the interpretation or application of the provisions of this Agreement.
2. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined:

Step 1. An employee or a group of employees claiming to have a grievance must present the grievance within fourteen (14) calendar days of its alleged occurrence, in writing, to the employee's immediate supervisor. The supervisor shall attempt to adjust the grievance within seven (7) calendar days after it is presented to him/her.

Step 2. If the grievance is not settled by the supervisor within the time allowed, it shall be referred to the department head with a written statement setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provision of the agreement covering the grievance; and
- d. A statement of the relief desired.

Step 3. The department head shall attempt to settle the grievance within seven (7) calendar days after it has been presented to him/her.

Step 4. If the grievance is not settled by the department head within the time allowed, it shall be presented to the Director of Human Resources by an Association representative.

Any employer grievance shall be filed with the Association at Step 4.

Step 5. The Director of Human Resources shall attempt to settle the grievance within ten (10) calendar days after it has been presented to him/her. If the grievance is not settled by the Director of Human Resources within the time allowed, he/she will submit a report of his finding and recommendations to the City Administrator, who shall make a decision, setting forth his/her written position with regard to the agreements within a ten (10) calendar day period.

Step 6. If the grievance is not settled upon the written reply of the City Administrator, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within ten (10) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter shall be submitted to the permanent umpire for arbitration.

Section B – Permanent Umpire

The City and the Association mutually agree to select a permanent umpire to hear all grievances in mediation within 60 calendar days of signing this Agreement. It shall be the function of the umpire to hold a hearing at which the parties may submit their cases to him/her. The umpire shall offer his/her award on the interpretation and application of the

provisions of the Agreement within thirty (30) calendar days after such hearing. This decision shall be final and binding on both parties.

The permanent umpire shall be selected by mutual agreement. If no one can be unanimously selected, the two sides will develop a list of five names. Each party shall alternately cross off one name until only one remains. The Association will strike the first name. The last person remaining on the list shall then be designated as the permanent umpire to hear all cases in arbitration.

If either party wishes to change umpires, a written notice of change shall be submitted to the other party. Another umpire will then be selected as stated above.

1. It is mutually agreed that once selected, an umpire will serve until formally replaced.
2. The umpire shall observe the rules for Voluntary Labor Arbitration of the American Arbitration Association. The umpire shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her award solely to the interpretation and application of this Agreement.
3. Each grievance or dispute will be submitted separately except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the umpire.
4. The City and the Association shall bear the expense of the permanent umpire and related stenographic expenses on an equal basis.

Failure of either party to timely process a grievance according to the time limits described herein shall operate to resolve the grievance in favor of the other party in accordance with the last stated position and offered remedy of that party. Time limits may be extended by mutual agreement.

There shall be no interruption of work while grievances are being resolved.

ARTICLE VIII – CITY SECURITY

Section A

The Association agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management, or any slow down or other interruption of or interference with the normal work routine.

Section B

Violation of any provision of this Article by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Association in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this article by any Lieutenant or Captain shall be cause for the immediate discharge of that officer. No Lieutenant or Captain shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the Association President shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

Section E

The City agrees that there shall be no lockout of Police Lieutenants and Captains under any circumstances.

Section F

The Association agrees to accept the language of the Fatal Incident Protocol as agreed to by the Guild and the City with no effects bargaining for the Association. Consistent with the City's Settlement Agreement with the Guild regarding the Fatal Incident Protocol, the City will pay the full premium for the PORAC Legal Defense Fund (currently \$4 per member per month) for every member of the Association. This is the City's sole obligation with regard to the insurance, and Association members are fully responsible for any co-pays, deductibles and any other related fees.

Section G

The Association agrees to accept the language of the Ombudsman ordinance and related ordinances as agreed to by the Guild and adopted by the City with no effects bargaining for the Association.

ARTICLE IX – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the date established by the City for that holiday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Five Floating Holidays (40 hours)

The date of the above holidays will be in accordance with the Washington State Law for holidays.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Chief of Police or designee within policy established for these holidays.

Section B – Holiday Pay

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay or on sick leave.

Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

If an employee works on any of the holidays listed above, he/she shall be paid one and one-half (1½) times for all hours worked (in addition to his/her holiday pay).

If the designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay for the holiday.

Compensatory time may be taken on an hour-for-hour basis in lieu of pay at the discretion of the employee.

ARTICLE X – HOURS OF WORK

Employees covered by this Agreement shall have a workweek of five (5) days consisting of eight (8) consecutive hours of work or shifts up to ten (10) hours for four (4) days. Work shifts for Lieutenants and Captains will be negotiated between the Association and the Office of the Chief. A paid lunch period shall not exceed forty-five (45) minutes. During this lunch period the employee shall be available in case of emergency.

ARTICLE XI – OVERTIME

Section A

1. **Lieutenants Scheduled Overtime.** If a Lieutenant is required to return to duty and receives a minimum of forty-eight (48) hours' notice for work outside the regular scheduled shifts to attend activities such as meetings, community events, appear in court, etc., he/she will be compensated in pay at time and one-half (1½) the hourly rate of pay for all hours devoted to the assignment outside of the employee's regular tour of duty with a minimum of two (2) hours' pay. At such time as the overtime overlaps the regular tour of duty, the employee will be paid at the balance of the regular work shift at the appropriate rate.
2. **Lieutenants Unscheduled Overtime.** Under these provisions, if a Lieutenant is required to return to duty and if the forty-eight (48) hour notice is not possible, the employee will receive a minimum of four (4) hours of pay at the time and one-half (1½) rate. For those hours worked over four (4), the Lieutenant will be paid at the employee's time and one-half (1½) rate.
3. **Captains Overtime.** Captains are exempt employees under the Fair Labor Standards Act and therefore expected to flex their work schedules in order to meet the demands of the workplace and will not receive overtime pay.
4. **Critical Incident Premium Pay.** When called to the scene of a critical incident that requires Command and Control responsibilities, between the hours of 10:00 p.m. and 6:00 a.m., and any time on a Saturday, Sunday, or holiday, Captains will receive critical incident premium pay, to be paid at one and one-half (1½) times the hourly rate. Compensatory time may be granted on an hour-for-hour basis in lieu of the critical incident premium pay.
5. **Shift Premium.** When a Lieutenant is assigned to the third shift beginning at 1500 hours, the City agrees to pay an additional 1.5% of base monthly pay for as long as the Lieutenant is on the shift.

Section B

1. **Early Reporting or Holdover Time.** Any Lieutenant who is assigned work either prior to his/her regular shift or at the end of his/her shift shall be paid at the rate of time and one-half (1½) for those hours worked.
2. **Overtime Computation.** All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.
3. **Compensatory Time.** When a Lieutenant requests compensatory time and it is approved by the Chief of Police or designee, it will be granted at time and one-half (1½) for each hour worked.
4. **Temporary Schedule Adjustment.** With forty-eight (48) hours notice, Lieutenants that are not assigned as Patrol Shift Commanders may be required to temporarily adjust their work shift by up to two (2) hours.
5. **Mutual Schedule Adjustment.** An employee or the Employer may request a temporary schedule adjustment. The temporary schedule adjustment may include the adjusting of a workday within the regularly scheduled workweek or the starting and ending time of a regularly scheduled shift. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Section C

All overtime submitted for compensation other than that specified in the above sections shall be determined by the Chief of Police or designee.

Section D

1. The Spokane Police Department (Department) and the Association agree that all Association members will be permitted to work extra duty employment, as regulated and defined by Spokane Municipal Code 03.01.720.
2. PAY: Extra duty pay rate for Association members who will work in extra duty employment is the same pay rate as that extra duty pay rate offered presently to the Guild members. The pay rate for an extra duty supervisor and an officer working alone in an extra duty job is defined in the present contract between the Guild and the City.
3. FLSA: Extra duty hours and pay are not considered hours worked for purposes of calculating Fair Labor and Standard Act hours.

Section E – Command Call-up

Police Captains shall, as part of their command responsibility, join other chief officers of the department as part of the call-up system, which ensures senior command presence at the scene of significant police incidents. Captains who are on call as Duty Staff Officers (DSO) shall be paid a flat \$500 per week only for those weeks in which they are on call as DSO. If required, Section A (4) above also applies.

Section F

1. **Standby.** Any Lieutenant required by the Chief to remain on standby shall be compensated one hour's pay for each ten and one-half (10½) hours of standby at the regular rate of pay. If a callback occurs during any period, the callback pay will prevail and the employee will not be paid the standby pay for that period. Payment of callback pay during any designated standby period would not affect the standby pay for the other periods of standby.
2. **Callback Pay.** Any Lieutenant called to work outside of his/her regularly scheduled shift shall be paid at the rate of time and one-half (1½) for a minimum of four (4) hours. If the callback time work assignment and the employee's regular shift overlap, the employee shall be paid the callback rate of time and one-half (1½) until the start of his/her regular work shift.

ARTICLE XII – WAGES

Wages shall be negotiated as set forth under the paragraph entitled "Negotiations."

The approved wage schedule shall then be made a part of this Agreement and marked "Appendix A."

ARTICLE XIII – LEAVES

Section A – Annual Leave

All members of the Association shall be entitled to the following paid annual leave:

At the completion of 1 year through 5 years	148 hours
At the completion of 5 years through 11 years	188 hours
At the beginning of 12 years through 18 years	228 hours
At the beginning of the 19 th year and over	268 hours

On December 31 of any year, the City may reduce each of these annual leave rates by 52 hours by permanently increasing all pay steps by an equivalent amount.

Workload requirements and continuity of service shall be the compelling factors in scheduling annual leave. Whenever possible, the time off for annual leave requested by the employee shall be granted. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater amount of department seniority shall be given first choice of annual leave.

Employees covered by this Agreement may defer a portion of their vacation allowance. Total vacation accrual shall not exceed forty (40) hours plus two (2) times their annual vacation accrual or two hundred (200) hours, whichever is greater.

Should an employee be on authorized annual leave when a holiday occurs, such holiday shall not be charged against annual leave.

Section B – Annual Leave Cash-out

On November 1st of each year, members may elect to cash out up to a maximum of ninety-six (96) hours of accrued compensatory time and/or annual leave time. All compensatory time in excess of forty (40) hours accrual must be cashed out first.

Upon retirement of an Association member, the City will buy back that member's accrued annual leave, up to the maximum accrual amount. The maximum annual leave accrual is forty (40) hours plus two (2) times the annual vacation accrual, or two hundred (200) hours, whichever is greater.

Section C – Personal Leave

Each employee will be granted forty (40) hours of personal leave per year on January 1. Personal leave days must be used during the year granted. The intended use of this time is for personal or professional development of the employee. Use of personal leave is at the discretion of the Chief of Police or designee.

Employees who become eligible for personal leave on or after January 1 (by hire or promotion into an Association-covered position) will be granted personal leave during the first year as follows:

Eligible between January 1 and January 15	40 hours
Eligible between January 16 and March 31	30 hours
Eligible between April 1 and June 30	20 hours
Eligible between July 1 and September 30	10 hours
Eligible after September 30	0 hours

ARTICLE XIV – UNIFORMS

Uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two (2) calendar week period (noncumulative) per officer. Plainclothes employees may substitute eight (8) items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two (2) calendar weeks per officer will be at the expense of the employee. Casual sportswear such as polo shirts and cotton twill pants are not covered under this agreement.

ARTICLE XV – SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. If additional items of uniforms are required, they will be provided by the City. These special items shall remain the property of the City.

ARTICLE XVI – REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines negotiated by the Association and the City. The specific guidelines established by the Association and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE XVII – LEAVE OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made a part of the Agreement.

Section A – Paid Leaves – Family Emergency and Death Leave

In the event of a serious sickness or death in the family of any employee, spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandchildren, the employee may on request be granted up to three (3) days' leave of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services. If a question arises concerning the granting of time off, the President of the Association and the Chief

of Police shall discuss the matter. If no satisfactory solution is reached, the facts shall be referred to the Human Resources Director for a final decision. The employee shall be required to furnish evidence supporting the need for use of paid leave if the Chief of Police should request such verification.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480 hours) of unpaid leave during any twelve (12)-month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than eighty (80) hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Association and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C – Application for Leave

Any other request for a leave of absence shall be submitted in writing to the employee's immediate supervisor. The request shall clearly state the reasons for the leave and the length of time being requested. The employee's supervisor shall consider the employee's request and will either respond in writing or refer the request to the Chief of Police. In any event, the employee shall receive a written response to the request within ten (10) working days from either the supervisor, Chief of Police, or Human Resources Director depending upon the authorization required for such leave.

Section D – Natural Disaster Leave

In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days' leave of absence with full pay to make household adjustments or to make temporary arrangements to solve the problem. If any questions arise, the President of the Association and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section E – Illness Leave (LEOFF II)

1. **Accrual.** Cumulative illness leave with pay shall accrue to each new officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that

employee has been in pay status for eighty (80) percent or more of the hours in that pay period.

2. **Duplication of Illness Leave and Industrial Insurance.** When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Human Resources Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
3. **Illness Leave Buy Back.** LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four hours of pay which is 40% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section F – Disability Leave (LEOFF II Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his/her Worker Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Worker's Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a "conditional" basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining unused portion of the original six (6) months.

Section G – Care for Minor Children

Employees may use previously accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use previously accrued sick leave in addition to other leaves available. Employees may be required to provide documentation from a physician that the child has a health condition that requires treatment or supervision.

LEOFF II members may also use previously accrued sick leave to stay home and supervise children under the age of 16 if the member's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE XVIII – GENERAL PROVISIONS

Section A – Pledge Against Discrimination and Coercion

All references of employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or any employer representative against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, provided that such activity does not interfere with the normal operation of the department.

The Association recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Association without discrimination, interference, restraint, or coercion. The Association agrees that there shall be no coercion, either directly or indirectly, to cause any employee to become a member of the Association.

Section B – Association Bulletin Boards

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Association.

Section C – Association Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises or elsewhere, and without loss of pay, Association officials shall be allowed to:

1. Post Association notices and distribute Association literature.
2. Attend meetings with the approval of the department head when not hindering normal operations.
3. Transmit communications, authorized by the local Association or its officers, to the City or its representative.
4. Consult with the City, its representatives, local Association officers, or other Association representatives concerning the enforcement of this Agreement.

5. Association members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the employee's regularly scheduled duty hours.

Section D – Association Business – Paid Leaves

Upon the approval of the Chief of Police and the Chief Operating Officer, two (2) Association officials shall be allowed the required time without loss of pay to attend official conferences, legislative conventions, and state or national conferences, not to exceed five (5) days for each official for each conference or convention. No Association member shall be allowed to change his/her regularly scheduled days off in order to facilitate attendance at any Association or Union meeting.

Section E – Association Business – Other

All Association meetings and the conduct of Association business shall be done during off-duty hours unless advance approval has been granted by the Chief of Police or her designated representative.

Section F – Seniority

1. **Department Seniority.** The total length of unbroken service within the Spokane Police Department
2. **Job Classification Seniority.** Based on the date of appointment to that classification

Section G – LEOFF II Duplication of Benefits

Should the Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits will prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section H – LEOFF II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

1. The employee shall provide the Chief of Police with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by a physician for full duty.
4. The Chief of Police shall have the right to have independent medical examinations of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment.

This provision shall apply only to temporarily disabled LEOFF II employees. The parties will be bound by state, federal, and other applicable laws and/or regulations with respect to permanently disabled employees.

ARTICLE XIX – INSURANCE

Section A – False Arrest and Liability Coverage

The City agrees to continue coverage for liability and false arrest for the life of this Agreement.

Section B – Family Dental

The City agrees to provide the current Family Dental Insurance plan at no cost to the employee, including orthodontia at a fifty (50) percent benefit level. The Association agrees to participate in the PPO Dental Plan.

Section C – Family Medical

LEOFF I. Medical plans offered will be City Plan III, and Group Health. The City will pay for ninety (90) percent of dependent coverage and the employee will be responsible for ten (10) percent of the dependent premium.

LEOFF II. Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City-sponsored plan for non-duty related medical care. Medical plans offered will be City Plan III, and Group Health. Effective January 1, 2008, all LEOFF II employees shall pay 6% of the composite cost of that employees selected medical plan and the City will pay the balance. Prescription drugs under the City plans shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00.

Section D – Retiree Medical

The Association has agreed to work with the City on redesigning the current medical plans and retirees’ medical plan. The Association has indicated that it would work towards development of a retirees’ plan similar to the current City Plan III with the costs assumed in total by the retiree. The Association would like to further develop the existing plan where contributions are made by existing employees prior to retirement to help offset the costs. The Association has also requested that employees who have retired since January 2002 will be allowed to access the retirees’ plan regardless of their current plan which was chosen at the time of their retirement. The parties have agreed that they will work in concert during 2004 with a desirable target of 2005 to have the retirees’ plan in place.

Section E – Dependent Life Insurance

The City agrees to provide dependent life insurance of \$6,000 for spouse and \$2,000 for children for the life of this Agreement.

Section F – Employee Life Insurance

The City agrees to provide life insurance coverage of \$50,000 for Police Lieutenants and Captains during the life of this Agreement.

Section G – Health Plan Redesign

The Association will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a re-opener on employee benefits or as evidence that the guild agrees to change any health care provision of this agreement by their participation.

ARTICLE XX – TUITION REIMBURSEMENT

The City agrees to reimburse the employee for one hundred (100) percent of the tuition fee for any approved job-related course upon satisfactory completion of the said course up to the comparable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the department head and the Human Resources Director before the course is taken. The cost for books, laboratory fees, and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

ARTICLE XXI – SALARY COMPUTATIONS

Section A – Regular Hourly Rate

A regular hourly rate is established for each job classification.

Section B – Pay Periods

Pay periods shall be established on a bi-weekly basis. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the number of hours actually worked. Paychecks shall be issued on alternate Fridays.

Section C – Compensatory Time

When the employee selects compensatory time off, the employee and the authorized supervisor shall mutually agree when the compensatory time off is to be taken. Whenever work schedules permit, the date preferred by the employee shall be granted. Whenever possible, the compensatory time shall be taken within sixty (60) days of the date earned.

Association members shall be allowed to accrue up to a maximum of eighty (80) hours of compensatory time. Compensatory time shall be recorded on the employee's time card. Accrued compensatory time shall be reflected in the computer printouts and on the employee's paycheck stub.

ARTICLE XXII – PROPOSED SUPPLEMENTAL AGREEMENTS

This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this section.

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Association and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.

ARTICLE XXIII – DEFERRED COMPENSATION

At the start of the third quarter of 2004, the City agrees to match each employee's contribution up to three and one-half (3.5) percent of Lieutenants' and three (3.0) percent of Captains' base wage rate (including longevity for both). Matching contributions will be made on a bi-weekly basis.

In addition to the foregoing, the Employer will adjust its rate of contribution to the deferred compensation program without regard to employee contributions in accordance with the following formula:

In the event of an increase in regularly embedded general fund tax revenues (excluding the impact of reducing authorized property tax increases or not renewing previously passed discretionary property taxes) between tax year 2005 and 2006, and in subsequent years (applying the same analytical standard from year to year), the City shall make additional contributions to employee deferred compensation accounts, in the following year and on the same basis as the basic match (excluding the requirement for employee matching) as follows:

Increase in Tax collection	Additional City contribution
3%-4%	1%
4%-6%	2%
6% or more	3%

ARTICLE XXIV – RULE OF THREE

A Rule of Three shall be established for each promotion to Captain. From the three candidates highest on the Civil Service eligibility list, the Chief of Police shall select the one that the Chief determines is best qualified for the position of Captain. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection. In the event of conflict between this Rule of Three and Civil Service Rules, this Rule of Three shall control. The Rule of Three shall apply as of December 14, 2009, the date of the City Council's ratification of these contract terms. This Rule is not subject to any trial period or sunset clause and shall remain a permanent practice unless and until the parties mutually agree otherwise.

ARTICLE XXV – SALARY SAVINGS PLAN

The parties agree to adopt the Spokane Police Lieutenants and Captains Association Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	2 (increased to 3 if one or more LEOFF I employees apply)	2 (increased to 3 if one or more LEOFF I employees apply)
Time to apply for the incentive	February 1 to March 1, 2010	October 1 to October 31, 2010

Time to retire	June 1 to August 30, 2010	January 1 to June 30, 2011
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Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than two employees in one year (or three if one or more LEOFF I employees apply), the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance of Plan

This plan will be in place for the life of the current contract (2010-2011). This is a retiree benefit that is not a mandatory subject of bargaining, so the City reserves the right in future contract negotiations to renegotiate and/or discontinue the plan.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

ARTICLE XXVI – SAVINGS CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections thereof, which shall remain valid.

APPENDIX A
City of Spokane
Police Lieutenants and Captains

2010 - 2011 Wages

Lieutenant wages will be set at 18% above Sergeant base salary to include corresponding longevity levels.

Captain wages will be set at 18% above Lieutenant base salary to include corresponding longevity levels.

Longevity adjustments shall be made at the beginning of the defined years of service. Beginning in 2007 an additional 2% longevity will be added for Lieutenants and Captains with thirty-five (35) or more years of commissioned employment with the Spokane Police Department and an additional 2% for every five (5) years of service over thirty-five (35) years.

Based on the Spokane Police Guild's 2010-2011 Agreement, there will be no COLA in 2010 and a 4% COLA in 2011, effective December 26, 2010.

ATTACHMENT "A"

1. Life Insurance – See Article XIX.
2. Retirement Benefits – Retirement benefits for Police Officers hired after September 30, 1977, shall be in compliance with Washington State Law enacted by the Legislature of Washington in 1977 or hereafter amended.
3. Long-Term Disability Insurance (LEOFF II) – The City will provide long-term disability insurance for Association employees through 2006.
4. VEBA: Beginning in the first pay period of 2007, the City will contribute \$50.00 dollars per month to each bargaining unit member's VEBA account.

Dated this 28th day of May, 2010.

CITY OF SPOKANE:

Mary Verner
Mary Verner
Mayor

Terri Pfister
Terri Pfister
City Clerk

David Chandler
David Chandler
Human Resources Director

Thomas E. Danek, Jr.
Thomas E. Danek, Jr.
City Administrator

Anne Kirkpatrick
Anne Kirkpatrick
Chief of Police



SPOKANE POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION:

Steven Braun
Steven Braun
President

Joe Walker
Joe Walker
Vice President

APPROVED AS TO FORM:

Erin Jacobson 5/25/10
Erin Jacobson
Assistant City Attorney