



Agenda Sheet for City Council Meeting of:

11/20/2023

Date Rec'd	11/17/2023
Clerk's File #	OPR 2023-1234
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
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Agenda Item Type	Contract Item
Agenda Item Name	0680 - LCA CONTRACT 2023-2026

Agenda Wording

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.

Summary (Background)

This agreement closely aligns with the Spokane Police Guild bargaining agreement passed earlier this year, aligning the terms for the 24 members of the Lieutenant and Captains Association with those of the Police Guild.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 111,153
Select	\$
Select	\$
Select	\$

Budget Account

tbd
#
#
#

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	N/A
Council Sponsor	Kinnear & Cathcart
Distribution List	
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Additional Approvals

Purchasing	

**TENTATIVE AGREEMENT
AGREEMENT**

BETWEEN

CITY OF SPOKANE

AND

**SPOKANE POLICE
LIEUTENANTS AND CAPTAINS
ASSOCIATION**

2023-2026

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AGREEMENT
between
CITY OF SPOKANE
and
SPOKANE POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION
2023-2026

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 1 – 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. The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association. The City shall provide the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the City shall provide the Association with a roster of employees covered by this Agreement.

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 2– CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be effective as of the first pay period of 2023, and shall remain in full force and effect until the end of the last pay period in 2026.

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 3 – NEGOTIATIONS

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

ARTICLE 4 – 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 5 – 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 6 – 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. Nothing in this procedure shall prohibit an employee from discussing the complaint directly with his/her supervisor or department head without representation by the Association as provided by State Law.
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. Prior to initiating a written grievance, an employee should attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1. A grievance may be presented to the Police Chief or designee by an Association Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2. The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3. If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by an Association Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4. The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one (21) day period, the grievance may be advanced to Step 5 within twenty-one (21) days of the Step 3 response or, if not received in the allotted time period, the date the response was due.

Step 5. If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) 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 arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B – Arbitration

1. For all grievances not subject to RCW 41.58.070, the parties shall attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator within ten (10) days, the arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070. The arbitrator shall make his/her own rules for procedure. The arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.

2. 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 arbitrator.
3. The City and the Association shall bear the expense of the arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration Award thereby requiring the Association to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.
5. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing and the scheduled receipt of any post-hearing briefs.

Section C – Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in the favor of the Association's last requested remedy. If the Aggrieved/Association fails to comply with any of the above time limits, the grievance is dropped and the City's position is sustained. While the forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.

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

ARTICLE 7 – 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.

ARTICLE 8 – HOLIDAYS

Section A – Holidays

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. Six Floating Holidays accrued at ten (10) hours per holiday.

9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

Current employees will be credited with all floating holidays on January 1 of the respective calendar year. New hires credit of floating holidays shall be prorated based upon fifteen hours per each quarter of the year. New hires hired between January 1 - March 31 shall receive 60 hours, between April 1 – June 30 shall receive 45 hours, between July 1- September 30 shall receive 30 hours, and between October 1- December 31 shall receive 15 hours, which shall be credited on the date of hire.

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.

Those members of the bargaining unit who are normally scheduled to work on a day in observance of any of the designated holidays listed above, will be granted holiday pay consistent with their normally scheduled hours. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

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.

Unless scheduled to work on a Saturday or Sunday, holidays that fall on a weekend will be observed as follows: 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. Patrol Lieutenants shall observe all holidays on the date they occur.

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 holiday pay consistent with their work schedule (e.g., 8 hours pay for 8-hour work schedule, 10 hours pay for 10-hour work schedule, etc.)

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

ARTICLE 9 – HOURS OF WORK

Section A. Work Schedules

Employees covered by this Agreement shall have a workweek of five (5) days consisting of eight (8) consecutive hours of work, shifts up to ten (10) hours for four (4) days, or shifts consisting of a 9/80 or a 10/40 schedule. 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 10 – 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.

Effective upon ratification and forward, Lieutenants working overtime on the following nine (9) named special events shall receive double the employee's regular rate of pay for actual hours worked:

- a. St. Patrick's Day
- b. Bloomsday
- c. Hoopfest
- d. Lilac
- e. Junior Lilac
- f. Pride
- g. Pig Out in the Park
- h. Boulevard Race
- i. Holiday Lilac

The nine (9) special events shall be identified each year at the time blackout dates are announced by the Department. Employees regularly scheduled to work on such dates shall not receive double time.

Should Bar Patrol Drafting (Mandatory Overtime) occur in the future, Employees who are mandated to conduct mandatory overtime coverage for bar patrol shall receive double the employee's regular rate of pay for actual

hours worked. Such double time for bar patrol shall expire December 31, 2026, and be subject to renegotiation based on staffing and need.

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 for a minimum of two (2) hours of pay. 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 a shift, the City agrees to pay the following premium calculated off monthly base pay for as long as the Lieutenant is on the shift:

Third Shift (Mid-Shift and David Sector Power): 1.5%
Fourth Shift: 3.25%

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 mutual schedule adjustment. The mutual 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 03.10.020.
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. Effective January 1, 2023, Captains who are on call as Duty Staff Officers (DSO) shall be paid a flat \$1,500.00 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 11 – 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 12 – 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.

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

For purposes of determining years of service for vacation accruals and longevity only, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply. This change in application will apply prospectively, upon ratification, for all current and future

employees.

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 floating holiday, accrued compensatory time, and/or annual leave time. The City will pay for the cashed out time at the officer's straight time regular rate of pay and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Members who elect to cash out annual leave may contribute some or all of their annual leave cash-out to their deferred compensation accounts.

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.

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

If an employee begins an OOG Lieutenant assignment and is subsequently promoted to Lieutenant within the same calendar year, payroll will provide personal leave hours to the date the OOG assignment began. If the OOG assignment began in the prior calendar year, payroll will provide personal leave hours beginning January 1st of the current calendar year, as personal leave cannot be carried forward. The employee would not be eligible to use the personal leave hours until the date of his/her promotion to a position represented by the Association.

ARTICLE 13 – 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 14 – 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.

Body worn cameras will be worn by Lieutenants who are in the field. Captains who are in uniform and working patrol will also wear body cameras.

ARTICLE 15 – 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 16 – 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.

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 – Washington State Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total sixth-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the premium, retroactive to January 1, 2022. The City will maintain the status quo of paying the total premium set by the State.

Section D – 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 E – 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 F – Illness Leave

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.

However, lateral officers shall be credited with one hundred and twenty (120) hours of Illness Leave upon their date of hire.

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 with at least five (5) years of service with the Spokane Police Department who separate employment from the Spokane Police Department will be allowed to cash in unused sick leave based upon their years of law enforcement service. For purposes of determining years of service for sick leave buy back, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply. This change in application will apply prospectively, upon ratification, for all current and future employees.

5 – 14 years of service	40% of all hours up to 960	Max of 384 hours
15-19 years of service	60% of all hours up to 960	Max of 576 hours
20 or more years of service	80% of all hours up to 960	Max of 768 hours

This change in application will apply prospectively, upon ratification, for all current and future employees. **If possible, all such amounts will be placed into a tax deferred account.**

Sick leave accumulation shall be capped at two thousand and six hundred (2600) hours effective upon ratification. All employees over the cap of two thousand and six hundred (2600) hours at the time of ratification of the agreement shall be legacied from the cap and will retain any previously accumulated hours over the cap, but shall no longer accrue sick leave. Should employees who were legacied subsequently fall below the new cap, the cap will apply.

Section G – Disability Leave

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 H – 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.

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 17 – 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, 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 his/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.

When an employee works Out-Of-Grade (OOG) in a classification (Lieutenant or Captain) and subsequently receives a permanent promotion to the same classification, the date in classification will be back-dated to the date their OOG assignment began. For example, if they began working OOG on November 12, 2019 and received a permanent promotion to the classification on January 31, 2020, their date in classification would be effective November 12, 2019. Additionally, the employee's seniority in the classification is tied to the date the OOG assignment began. The employee's OOG assignment and permanent promotion must be consecutive. If there is a break between the OOG assignment and permanent promotion, the promotion and date in classification would be effective the date of the actual classification promotion.

Section G – Duplication of Benefits

Should the Legislature improve or add new benefits to 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 –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 employees. The parties will be bound by state, federal, and other applicable laws and/or regulations with respect to permanently disabled employees.

Section I – City Residency Incentive

In order to incentivize residency of employees to reside within City of Spokane city limits, the City agrees to provide the following to employees providing proof of residency from the effective date of this agreement: (1) a monthly stipend of \$50.

ARTICLE 18 – 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

Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City-sponsored plan for non-duty related medical care.

Effective January 1, 2015, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will be \$135/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

Section D – Retiree Medical

Employees (and their dependents) who retire from employment shall be permitted to receive health insurance via the City in retirement through the retiree medical plans offered to other City retirees.

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 \$100,000 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.

Section H – Employee Physicals

Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 19 – 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.

For all courses that are approved for reimbursement after the date of signing this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department, and such approval shall not be unreasonably denied.

ARTICLE 20 – 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 21 – 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 22 – DEFERRED COMPENSATION

The City agrees to make a qualified deferred compensation plan available to Association-represented members. Effective January 1, 2023, the City shall contribute 2.2% of each employee's base pay including longevity, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to their accounts. The City agrees to match each employee's contribution up to 4.0%

(including longevity and education) in addition to the 2.2%. Matching contributions will be made on a bi-weekly basis.

[BWC Camera language moved to Article 14 – Special Equipment] .

ARTICLE 23 – CIVIL SERVICE

Section A – Captain Testing

1. The classification of Police Captain shall be governed by the same certification and appointment procedures outlined in Civil Service Rule V, Section 5 for Senior Administrative Assistants (i.e., Rule of the List).
2. Promotion to Police Captain shall require two years of experience as a Lieutenant in the Spokane Police Department.
3. The Police Captain eligibility list shall be created based on a Training and Experience evaluation rather than a written test.

Section B – Lieutenant Testing

A Rule of Three shall be established for each promotion to Lieutenant. 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 Lieutenant. 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 March 13, 2013. 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.

Section C – Police Division

For purposes of applying Civil Service Rules and this Agreement to Association members, the Police Division shall be considered one Department.

ARTICLE 24 – 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

	Eligibility	Monthly	Duration
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		Payment	
	20 years of service	\$500	8 years (96 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

	2014	Subsequent years (if offered)
Number eligible	2	2
Time to apply for the incentive	by November 30, 2014	October 1 to October 31
Time to retire	by April 1, 2015	January 1 to June 30

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, 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

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following the first quarter 2015 retirements.

The City has the right to reinstate the plan on January 1 of any year.

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 25 – CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Association acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 25 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) “OPO Independent Investigation” (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports or other police documents, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. In instances where the Ombudsman and/or Deputy Ombudsman has first-hand knowledge, the Ombudsman and/or Deputy Ombudsman can be the complainant, but the individual filing the Complaint would be conflicted out of OPO duties for that complaint and firewalled from the investigation.

(e) Upon receiving a complaint, the OPO will advise the complainant of the potential processes to resolve the complaint. These processes include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have their interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the

preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to Internal Affairs record keeping systems (IA Pro and Blue Team or their successor record keeping system) for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 25 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 25. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint. In these instances where the allegations result in a determination that the complaint should not be forwarded to IA, the OPO may refer, via IA, information that the OPO has received to the Department for review so that the Department may determine if there are general service improvements that could be addressed by the Department. Neither the determination not to forward the complaint to IA nor the preliminary investigation or any referral shall be used for discipline or tangible adverse employment action against a bargaining unit employee, including but not limited to decisions regarding defense and indemnification of an officer. The determination and any part of the preliminary investigation or referral that is released shall not reveal the names of the officers involved.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Association, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint, unless such complaint alleges serious misconduct that could result in termination, in which case the OPO will not act upon complaints concerning events that occurred more than five (5) years prior to the filing of a complaint. An extension of the five (5) year limit may occur if there is written agreement from the Association. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be

completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 25 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 25. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In instances where the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the Ombudsman or Deputy Ombudsman may also send a request that the complaint be considered for an “OPO led” OPO independent investigation (“OLOII”). Prior to the Chief (or designee) making a determination as to whether or not the complaint will be investigated (as set forth in (k)) the Chief (or designee) will review the request for an OLOII and determine if the Department agrees that the complaint is appropriate to be handled as an OLOII. In making the determination that an OLOII is appropriate, the Chief (or designee) shall consider that no discipline may result from an OLOII. An OLOII is an investigation that is conducted by the Ombudsman or Deputy Ombudsman. No discipline of or other tangible adverse employee actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer may result from an OLOII.

1. In the event the OPO, the Department, and the officer all agree to an OLOII, that process will be utilized rather than sending the matter on for investigation. Once there is agreement that the OLOII process will be utilized, the matter will be concluded through the OLOII process and cannot be investigated elsewhere.
2. As part of the OLOII, Article 27 shall apply and employees shall be advised of the nature of the complaint and scope of the investigation. However, consistent with the voluntary nature of this process, employees shall not be compelled to provide a statement. Officers will have the right to bring Association representation to any OPO interview.
3. Upon completion of the OLOII, the Ombudsman or Deputy Ombudsman may publish a closing report so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report will identify the author(s). There shall only be one closing report for an OLOII. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman, and any policy or practice recommendations; however, the report will not

determine whether there has been a violation of the law or policy or recommended discipline. The closing report of the OLOII also may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an OLOII shall clearly state that the information expressed within the report is the perspective of the OPO and that the OPO does not speak for the City on the matter, and that the report is not an official determination of what occurred.

4. An OLOII will be completed within 180 days of the beginning of the OLOII.

- (i) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention and delete all downloaded files, but will have subsequent access to closed cases.

- (j) The OPO or IA will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. An involved officer may request that the case be considered for mediation. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complainant, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any bargaining unit employee or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the

complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(k) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or their designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 25 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 25. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the

OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide their determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if

the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific bargaining unit employees and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing

report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 27

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and

if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(l) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific bargaining unit employees of the Department and does not in anyway comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific bargaining unit employees of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 27.

(m) All disciplinary decisions will be made by the Chief (or designee).

(n) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(o) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written

Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(p) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(q) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(r) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. The Chief will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(s) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping and delete all downloaded files. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(t) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Association's right to require the City to engage in collective bargaining as authorized by law.

(u) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(v) Prior to the release of any closing report by the OPO or OPOC, the Association will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(w) The OPO closing report Grievance must include the information required in Article 6.

The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement.

The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Association's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(x) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the Ombudsman position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(y) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the Deputy Ombudsman position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Association; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members. The Ombudsman may sit on the Committee and participate in the process and interviews, but will be a non-voting member of the Committee.

(z) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Associations right to require the City to engage in collective bargaining as authorized by law.

(aa) In addition to whatever job requirements may be established by the City,

which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(bb) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Association's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(cc) Except where a different grievance procedure is specifically provided for, alleged violations of Article 25 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Association believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Association must within three (3) days of the recommendation present information to the Police Ombudsman

Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Association may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(dd) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(ee) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(ff) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(gg) Nothing herein shall be construed as a waiver of the Association's right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 26 – MANAGEMENT RIGHTS

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 this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit 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.

The Association recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are

management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Association by specific provisions of the Agreement.

ARTICLE 27 – POLICE OFFICER RIGHTS IN DISCIPLINE

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an

internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.

2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Association representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Association representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as an Association representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.

8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Association Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.
12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Association prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Association President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the

completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 28 – 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

Wages

Lieutenant wages will be set at 20% above Sergeant base salary, to include corresponding longevity levels but not education pay.

Captain wages will be set at 18% above Lieutenant base salary, to include corresponding longevity levels but not education pay.

(The 2023 5.0%% wage increase received by the Spokane Police Guild will be effective the pay period that includes January 1, 2023, and will be factored into the above percentages).

Bilingual Pay

The City recognizes the benefits of having employees who can act as foreign language interpreters. The languages eligible for bilingual pay and the language proficiency standards necessary to receive the pay shall initially be set by the City. Employees who are eligible for bilingual pay and meet language proficiency standards shall receive 2.0% for bilingual pay in addition to their normal compensation based on the top step of the Employee's job classification. **Longevity**

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.

Education

Effective January 1, 2023, any employee who has earned a degree shall receive additional compensation as follows:

AA or AS: 1.5%
BA or BS: 3.5%

Effective January 1, 2024, any employee who has earned a degree shall receive additional compensation as follows:

AA or AS: 2.0%
BA or BS: 4.0%

Effective January 1, 2025, any employee who has earned a degree shall receive additional compensation as follows:

AA or AS: 2.5%

BA or BS: 4.5%

Effective December 31, 2026, any employee who has earned a degree shall receive additional compensation as follows:

AA or AS: 3.0%

BA or BS 5.0%

For purposes of determining years of service for vacation accruals and longevity only, all years of full-time law enforcement service, under a State certification recognized by the Washington State Criminal Justice Training Commission, shall apply. This change in application will apply prospectively, upon ratification, for all current and future employees.

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 – The City shall make payroll deduction available for Association members to purchase the group disability insurance plan, which the Association sponsors. Employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$45.00 per month as wages for employees.
4. VEBA: Effective upon ratification, the City will contribute one hundred and seventy-five (\$175.00) dollars per month to each bargaining unit member’s VEBA account.

Dated this ____ day of _____, 20.

FOR THE CITY OF SPOKANE:

Nadine Woodward
Mayor

Garrett Jones
City Administrator

Craig Meidl
Police Chief

Justin Lundgren
Assistant Police Chief

David Moss
Human Resources Director

FOR THE LIEUTENANTS & CAPTAINS ASSOCIATION:

Dave Singley
President

Steve Wohl
Vice President

APPROVED AS TO FORM:

ATTEST:

Lynden Smithson
City Attorney

Terri Pfister

City Clerk

Contract Provision

Matches Guild Contract?

Estimated Annual Financial Impact (2023)

Note

Contract Provision	Matches Guild Contract?	Estimated Annual Financial Impact (2023)	Note
Article 8 Section B- Holiday Pay Matches Length of Shift	Yes	\$7,272.00	This provision only will increase costs for Patrol Lieutenants when observing a holiday on their day off
Article 10 Section A- Special Event Overtime (Mine Events 2X)	Yes	\$15,238.00	
Article 10 Section A(5)-Shift Differential	Yes/Partial	\$15,452.00	U and Capt contract will match only the Graypod shift differential. The Guild has more favorable terms for 2nd and 3rd Shift
Article 10 Section E-Command Call-up	No	\$26,000.00	This is a flat rate paid to Captains for 1 week of on-call for critical incidents. Increased from \$1000 to \$1500 per week.
Article 12 Section A- Credit for Prior E Service	Yes	\$22,722.00	Longevity payments will change for 6 members
Article 16 Section F- Illness Leave (3) Illness Buyback	Yes	\$29,800.00	End of Career sick leave buyback potential increase of up to 192 hours. Verbatim with Guild language.
Article 17 Section K- CV Resiliency Incentive (\$30/Month)	Yes	\$1,200.00	
Article 18 Section F- Employee Life Insurance	Yes	\$2,880.00	Group life insurance coverage death benefit increase from \$50,000 to \$100,000 (High estimate of \$10/month premium increase)
Article 22- Deferred Compensation	Yes	\$113,880.00	4% Matching/ 2.2% Non-Matching- Non-matching amount is effective January 1, 2023
Appendix A- Bilingual Pay	Yes	\$0.00	No bilingual members
Appendix A- Education	Yes	\$120,380.00	1.5%/AA, 3.5%/BA/BS
Attachment A- Long Term Disability	Yes	\$12,960.00	\$45.00 per month

Total Estimated Annual Financial Impact **\$367,085.00** *** Annualized Amount

2023 Estimated Actual 2023 Financial Impact (December Only Plus Retro) **\$111,153.00** including 2.2% non-matching 457 contributions beginning January 1st, 2023