

**TENTATIVE AGREEMENT**  
**Between City of Spokane and Spokane Police Guild**

The following memorializes a Tentative Agreement (TA) constituting a full and complete settlement of the negotiations for a successor five-year contract commencing January 1, 2012. All proposals by either the City or Guild that are not addressed in the below or attached TAs are withdrawn. The parties' negotiating teams recommend approval of the TA, which is subject to ratification by the Guild membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence mediation.

**2012**

- 2% base wage increase, retroactive to 1/1/12

**2013**

- 2% base wage increase, retroactive to 1/1/13

**2014**

- 2% base wage increase, retroactive to 1/1/14
- Article 27, Civilian Review: No later than 30 days after ratification by Guild and Council, implement attached version of revised Article 27, and attached modification to Article 24, section E-12
- Education pay: .5% AA/AS and 1% BA/BS, effective 5/1/14
- Effective 5/1/14, 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 increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.
- Switch dental from current plan to PPO, effective 5/1/14
- Implement attached tuition reimbursement revisions, upon ratification by Guild and Council
- Cameras: The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

- Implement the following revisions to Article 9, Section C, upon ratification by Guild and Council:

## **ARTICLE 9 – OVERTIME**

### **Section C - Compensatory Time Off**

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1<sup>st</sup> of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation 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. All of the officer's accrued compensatory time must be cashed out first, and thereafter a maximum of 40 hours (up to the total of 96 hours) can be cashed out of vacation and or floating holiday time.~~

Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

- Implement the following revisions to Article 16, Section D, upon ratification by Guild and Council:

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **Section D - Illness Leave (LEOFF II)**

#### **5. Sick Leave Buy Back**

LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of ~~sixty forty~~ percent (~~64~~0%). The maximum allowed for buy out will be ~~three hundred and eighty four (384)~~ five hundred and seventy six (576)

hours of pay which is 640% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

## **2015**

- 2% base wage increase, effective 1/1/15
- Education pay: increase AA/AS by .5% and BA/BS by 1% for a total of 1% for AA/AS and 2% for BA/BS, effective 1/1/15
- Effective 1/1/15, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.
- Effective, 1/1/15 add new longevity step for a 30 year officer, 12%

## **2016**

- 0% base wage increase
- Effective 1/1/16, implement the following changes to deferred compensation:

### **ARTICLE 23 - DEFERRED COMPENSATION**

#### **Section A - Deferred comp match.**

The City agrees to make a deferred compensation plan available to Guild members. The City shall contribute 2.2% of the employee's base pay including longevity and education, regardless of whether that employee makes their own contribution. For the term of this agreement if the employee makes contributions to his or her own account, the City shall make matching contributions of-s match will be 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

#### **Section B -- Deferred comp Employer contributions.**

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

In the event of an increase in regularly embedded general fund tax revenues (excluding the impact of reducing authorized property tax increases or not renewing previously passed discretionary property taxes) between tax year 2005 and 2006, and in subsequent years (applying the same analytical standard from year to year) the City shall make additional

~~contributions to employee deferred compensation accounts, in the following year and on the same basis as the basic match (excluding the requirement for employee matching) as follows:~~

~~Increase in tax collection ——— Additional City contribution~~

~~3% - 4% ——— 1%~~


~~4% - 6% ——— 2%~~

~~6% or more ——— 3%~~

**All prior TAs to be implemented upon ratification:**

- Attached Grievance Procedure revisions dated 4/23/13
- Assistant Range Master added as a specialty assignment with 3% specialty pay if a rank below sergeant is assigned. Current sergeant FTE will not be eliminated but may be moved to meet department needs.
- Deletion of Truancy Officer and School Resource Officer from Special Assignments


**For the City of Spokane:**

  
David A. Condon  
Mayor

  
Theresa M. Sanders  
City Administrator

  
Frank Straub  
Police Chief

  
Gita George-Hatcher  
Human Resources Analyst

  
Erin Jacobson  
Assistant City Attorney

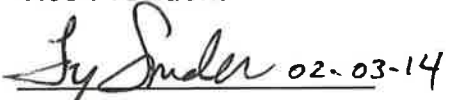
  
Tim Dunivant  
Budget Director


**For the Police Guild:**

  
John Gately  
President

  
John Griffin  
Vice-President

  
Paul Carpenter  
Vice-President

  
Ty Snider  
Secretary

  
JD Anderson  
Treasurer

## **ARTICLE 27 - 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 Guild agree that the OPO and the Police Ombudsman Commission as set forth in Article 27 complies with and satisfies all of the requirements of the City Charter in effect on March 1, 2013.

(a) The OPO will actively monitor all police department OPO involved investigations as provided for herein.

(b) An "OPO Involved Investigation" is defined as an IA investigation 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.

(c) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA. 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 OPO is unable to determine whether the matter should be forwarded to IA, the OPO 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 his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the OPO. In the event the OPO is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the OPO 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.

If the OPO determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the OPO's determination

that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the OPO determines that the complaint does not need to 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.

If the OPO determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within three business days 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. The OPO will not conduct separate disciplinary investigations, but may participate in interviews and request that further investigation be completed, as provided herein.

(d) In addition to complaints received by the OPO, Internal Affairs will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention, but will have subsequent access to closed cases.

(e) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, prior to investigation. 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. 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.

(f) 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. When either the Chief or her/his designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigative

process for OPO Involved Investigations as follows:

1. Internal Affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO 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 OPO will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was thorough and objective.

3. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO 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 OPO regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

If the OPO is not satisfied with the determination of the Chief, the OPO's request for further investigation may be presented to the Police Ombudsman Commission, whose decision will be final. The decision of the Police Ombudsman Commission will be based upon the OPO's written request and the Chief's (or designee's) written response. Once the matter has been referred to and resolved by the Police Ombudsman Commission, the investigation will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation, if the Commission determines and specifically describes in writing how the IA investigation was not completed consistent with the Commission's decision, the Commission may again direct IA to complete the further investigation in the OPO's request, or the Commission may publish a report stating what further investigation in the OPO's request the Commission believes was not

completed by IA. If the OPO has not yet made a certification decision, a certification decision shall be made by the OPO. In addition to its report, the Commission may direct the OPO or a third-party investigator to complete the further investigation requested by the OPO; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Commission contracts for a third-party 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 OPO or third-party investigator may request, but not require, participation by police officers in the investigation. Once the OPO or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The further investigation and/or the Commission's 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 bargaining unit employees 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 24.

4. After completion of the further investigation by IA, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was thorough and objective. This determination will be made within five business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

(g) The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within 14 days. If there is no agreement



between the Chief or designee and the OPO regarding the investigation, the Police Ombudsman Commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (f). The decision of the Police Ombudsman Commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable opportunity to undertake the investigation, if the Commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the Commission's decision, the Commission may again direct IA to undertake an investigation, or the Commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). Any released investigation will not identify specific members of the Department. The OPO's investigation and/or report 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 bargaining unit employees may result from the OPO investigation.

The request from the OPO for IA to do an investigation, 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 24.

- (h) All disciplinary decisions will be made by the Chief (or designee).
- (i) 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.
- (j) The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.
- (k) 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.

(l) Once the OPO 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 OPO Involved Investigation, and the findings. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.

(m) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. 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.

(n) 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 OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(o) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO 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.

(p) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the OPO 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 the OPO. Inadvertent, de minimis disclosures shall not be considered a violation of this section.

(q) Alleged violations of this agreement are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for OPO does not meet the minimum job requirement established in Section (p) above, the Guild 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 Guild 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.

(r) 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.

(s) 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.

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

PART OF GUILD WHAT IF 7-8-13

Excerpt from Article 24 §E

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Bureau Command Staff 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 ~~Department~~ 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 Guild 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 Guild 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.

**Section C – Tuition Reimbursement**

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

**New Paragraph:**

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.

~~An employee may request~~ 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). ~~Such~~ 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.

**Guild What If Grievance Procedure Package 4/23/2013 11:00 am**

**(Redlined from current contract language and City's 12/13/12 proposal)**

**ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE**

**Section A - Grievance Procedure Steps**

1. 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 this grievance procedure.
2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.
3. 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 shall 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, ~~with a copy to the Human Resources Department,~~ by a Guild Representative ~~Executive Board Officer or designee~~ within ~~twenty one (21)~~ 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 ~~seven~~ (7)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 a Guild ~~Representative-Executive Board Officer or designee~~ within ~~seven~~ (7)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 ~~fourteen~~ (14)twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the ~~fourteen~~ twenty-one day period, the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within 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 ~~ten~~ (10)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 may be submitted to arbitration within ~~21~~ twenty-eight (28) calendar days of the conciliation meeting.

**Section B - Arbitration**

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator ~~by mutual agreement~~ within ten (10) days, the Arbitrator shall be selected on a rotating basis from the following panel of arbitrators: Janet Gaunt, Mike Cavanaugh, Michael Beck, Alan Krebs, and Howell Lankford. The Arbitrator shall be selected from the list by both the City representative and the Guild's attorney within ten days of the matter being submitted to arbitration. Each party shall

alternatively strike or accept the top name on the list. If both parties accept the arbitrator, that person shall hear the case. Once both parties have had two strikes/acceptances, the next arbitrator on the list shall hear the case. The selected arbitrator shall move to the bottom of the list for the next arbitration hearing. 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.

1. The Arbitrator shall make his/her own rules of 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 Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild 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 Guild 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 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 favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While 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.