

**AGREEMENT**

**By and Between**

**CITY OF RENTON**

**and**

**RENTON POLICE GUILD  
REPRESENTING COMMISSIONED EMPLOYEES**

***January 1, 2013 – December 31, 2015***

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## PREAMBLE

The rules contained herein constitute an Agreement between the City of Renton, hereinafter referred to as the Employer, and the Renton Police Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Renton Police Department.

It is intended this Agreement, achieved through the process of collective bargaining, will serve to maintain good relations between the Employer and the Guild, to promote efficient and courteous service to the public, and to protect the public interest.

### ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

**1.1 Union Recognition.** The Employer recognizes the Guild as the exclusive representative of all commissioned employees below the Civil Service rank of Commander for the purpose of bargaining with the Employer. A commissioned employee is defined as outlined in RCW 41.56.030(6).

**1.2 Union Representation.** The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the Employer as the official representatives of the Guild for the purpose of bargaining with the Employer. The Guild recognizes the Employer as the duly elected representative of the people of the City of Renton and agrees to negotiate only with the Employer through the negotiating agent or agents

officially designated by the Mayor and City Council to act on its behalf.

**1.3 Guild Representatives.** The number of representatives of the Guild and the Employer at any negotiating session shall be limited to five (5) members each, unless waived by mutual agreement of the parties. The Guild will supply the City with a list of its “Official Representatives” by February 28<sup>th</sup> of each year. The Guild reserves the right to modify the list as needed.

## **ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION**

**2.1. Membership.** The Employer recognizes that members of the Renton Police Department may, at their discretion, become members of the Guild when such membership has been duly approved in accordance with the provisions of the Guild’s Constitution and By-Laws. The Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

### **2.2. Union Security.**

**2.2.1. Membership Standing.** All employees covered by this Agreement who are or become members of the Guild on or after the effective date of this Agreement shall maintain their membership in good standing with the Guild.

All employees covered by this Agreement hired on or after its execution date shall, within sixty (60) days following the beginning of such employment, become and remain members in good standing in the Guild.

**2.2.2. Non-Compliance.** Any employee failing to comply with subsections 2.2.1. or 2.2.2. of this Article shall, as a condition of continued employment, pay each month a service charge equivalent to regular Guild dues to the Guild as a contribution towards the administration of this Agreement.

The Guild will notify the Employer in writing of the failure of any employee to comply with any of the applicable provisions of this section. The Employer agrees to advise the employee that his/her employment status is in jeopardy and that failure to meet the applicable requirement of this section will result in termination of his/her employment within ten (10) days. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate said employee.

**2.2.3. Non-Association.** The right of non-association of members of the Renton Police Department based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times, and such public employee shall pay such sum in such manner as is provided in RCW 41.56.122.

**2.2.4. Subcontract Work.** The Employer agrees not to subcontract work performed by Guild members to non-Guild personnel without the written agreement of the Guild.

## **2.3. Union Officials' Time Off.**

**2.3.1. Release Time for Guild Business.** Official representatives of the bargaining unit shall be given time off with pay to attend meetings with City representatives or to attend Guild meetings, provided five days' notice is given. Representatives assigned to graveyard shift may be released by 2300 hours with supervisor's approval when necessary to attend such meetings.

**2.3.2. Release Time for Training and Conferences.** Official representatives of the bargaining unit shall be given time off with pay to attend Guild related conferences (not to exceed three working days for a single function). The allowable aggregate of such time off shall not exceed one hundred sixty (160) hours in one calendar year. Provided, that a copy of the agenda of the meeting is submitted to the Chief, at least 14 calendar days prior to the meeting and that the Guild waives the right to working out of classification pay should a replacement be needed to assume the duty of the Guild representative granted time off.

**2.3.3. Release Time Restrictions.** The Employer retains the right to restrict time off under subsections 2.3.1. and 2.3.2. if an emergency exists or when such time off would unreasonably impact department operations.

**2.4. Dues Deduction.** Upon written authorization by an employee and approval by the Guild Executive Board, the Employer agrees to deduct from the wages of each employee the

sum certified as initiation dues and assessments twice each month as Guild dues, and to forward the sum to the Guild Secretary or Treasurer. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the assessments, no deductions shall be made from the employee for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and require notification to the Guild by the Employer. The Guild agrees to indemnify and hold harmless the Employer for any claims, with the exception of those caused by the Employer's negligence, arising out of the Employer's activities to enforce the provisions of this Article.

### **ARTICLE 3 – EMPLOYMENT PRACTICES**

**3.1. Personnel Reduction.** Whenever it becomes absolutely necessary through lack of finances or for any other reasonable purpose to reduce the number of employees in the bargaining unit, such reductions shall be carried out based on seniority in accordance with the following:

**3.1.1. Seniority.** Seniority will be determined by the employees most recent hire date in the bargaining unit.

- a. In the event of a tie, the determining factor will be placement on the eligibility list.
- b. Leaves of Absence will not be subtracted from seniority.

**3.1.2. Probationary Employees.** (First appointment) in reverse order of seniority; the one with the least seniority being laid off first.

**3.1.3. Non-Supervisory Regular Employees.** In reverse order of seniority; the one with the least seniority being laid off first.

**3.1.4. Supervisors.** In the event it becomes necessary to reduce the number of employees of supervisory rank, the following shall occur:

- a. Sergeant reduced to Officer – in reverse order of seniority in rank; the one with the least service in the position of Sergeant being reduced in rank first

**3.1.5. Reinstatement.** Employees laid off or reduced in rank shall be recalled to vacant positions in order of their department seniority;

- a. Non-Supervisory Regular Employees – the employee with the greatest seniority being recalled first.
- b. Supervisory Employees – The employee with the greatest seniority in rank being reinstated first.
- c. An employee may be recalled within two years from the date of layoff.

**3.1.6. Rehires.** In the event a certified employee leaves the service of the Employer due to reduction in force and within

the next two years the Employer rehires said former employee into the same classification to which he/she was assigned at the date of reduction, such employee shall be placed at the same step in the salary range which he/she occupied at the time of the original reduction.

**3.1.7. Re-Entry into the Guild.** If, for any reason, a command-level officer of the Department returns to the rank of Sergeant or below, he/she will again become a member of the Guild. Their seniority date will be his/her original date into the bargaining unit and all rules in Section 3.1 shall apply. Their seniority in rank shall be based on the date they re-entered the Guild.

**3.2. Vacancies and Promotions.** Vacancies shall be filled and promotions made in accordance with the Police Civil Service Rules and Regulations, provided, that nothing in this Agreement shall be construed to require the Employer to fill any vacancy.

**3.3. Personnel Files.**

**3.3.1. Personnel Files Contents.** The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department. This provision shall not restrict such information from becoming subject to due process by any court, administrative tribunal, or as required by law. Reasonable notice shall be given the employee should the

Employer be required to release the personnel file. It is further agreed that information may be released to outside groups subject to the approval of both the Employer and the employee; provided, that nothing in this section shall prevent an employee from viewing his/her original personnel file in its entirety upon request. Nothing shall be added to or deleted from the file unless the employee is furnished a legible copy of the same. Such papers shall also be made available to the elected or appointed officers of the Guild at the request of the affected employee.

**3.3.2. Inspection of Papers.** The application and examination papers of an employee shall be available for inspection by the appointing authority, the Chief of Police, and affected employee. Employees shall be allowed to review a copy of any adverse documentation before it placed in the file. The employer shall maintain a single personnel file and there shall be no secret files. Materials for the purpose of supervisor evaluations shall be expunged if not made part of the personnel file. Such papers shall also be made available to the employee upon request, and to the elected or appointed officers of the Guild at the request of the affected employee. Written warnings shall be expunged from personnel files (at employee's written request) after a maximum period of two years if there is no reoccurrence of misconduct for which the employee was disciplined during that period. Any record of serious discipline shall be expunged from the personnel files after a maximum period of five years if there is no reoccurrence of misconduct for which the employee is disciplined during

that period. Nothing in this section shall be construed as requiring the Employer to destroy any employment records necessary to the Employer's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the Employer may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.

**3.4. Probation.** Probation periods for employees newly hired into the bargaining unit shall not exceed 18 months. Probation period for lateral officers shall not exceed 12 months. During this period, employees may be discharged without resort to the Civil Service or grievance procedure for failure to pass probation. Employees who are promoted within the bargaining unit shall serve a promotional probation period, which shall not exceed one year. During that period, employees may be reverted to their former positions without resort to the Civil Service or the grievance procedure for failure to pass probation.

**3.5. Non-Discrimination.** The Employer and the Guild agree that neither shall unlawfully discriminate against any person because of race, color, religion, national origin, age, gender, marital status, sexual orientation, genetic information, disability status, veteran/military status, and/or any other protected class or characteristic unless based on a bona fide occupational qualification. The Employer agrees not to discriminate against employees because of union membership or lawful union activities. It is recognized that employees who feel they have

been victims of discrimination shall be entitled to seek relief or redress through the grievance procedures contained in this Agreement or through the City of Renton Fair Practices Policy.

## **ARTICLE 4 – HOURS OF DUTY**

**4.1. Hours of Duty.** The normal schedule for hours of duty for employees in the bargaining unit shall be five (5) consecutive days on followed by two (2) consecutive days off, with the exceptions provided in sections 4.1.1., 4.1.2., and 4.1.3. below.

**4.1.1. Patrol Operations Division:** Commissioned employees assigned to the Patrol Operations Division shall work three (3) consecutive, twelve (12) hour days followed by three (3) consecutive days off. For Section 7(k) purposes under the Fair Labor Standards Act, the work period (FLSA, 29 U.S.C., 207)(k) shall be twenty-four (24) days beginning on January 2, 2003 and every twenty-four (24) days thereafter, for a work period of 147 hours.

- a. Shift assignments shall be made by shift bidding by seniority in rank (i.e. a “fixed watch” system). The Employer shall have the right to override the results of shift bidding for legitimate operating concerns such as personality conflicts, balancing seniority, and teamwork considerations or other reasonable basis. The Department agrees to give the Guild the specific reasons for the override in writing upon the request of the Guild, and to allow a Guild representative to be present in meetings in which the assignments are

discussed and these decisions are made. The division commanders will be available to speak to individual officers who have questions regarding shift assignment and bid overrides.

- b. Seniority is calculated from the employee's most recent hire date in the bargaining unit. For non-supervisory employees, seniority in rank is the same as seniority. For employees of supervisory rank, seniority in rank is calculated from the supervisor's date of promotion to current rank. Whenever two or more employees are hired/promoted on the same day, seniority and seniority in rank shall be determined by relative position on the hiring/promotional list.

**4.1.2. Patrol Services Division:** Comprised of Motorcycle Officers and Accident Investigators. Employees assigned to the Patrol Services Division shall work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off (4/10 schedule).

**4.1.3. Special Operations Division:** Comprised of the Directed Enforcement Team (DET) and the Special Enforcement Team (SET). Employees assigned to the Special Operations Division (SOD) shall work two (2) consecutive ten (10) hour days followed by two (2) consecutive eleven (11) hour days, or some combination thereof for a total of 2189 hours in a calendar year. In accordance with Fair Labor Standards Act requirements, the work period (FLSA 29 U.S.C., 207(k) shall be twenty-eight

(28) days beginning on the first pay period after adoption of this agreement and every twenty-eight (28) days thereafter. SET work days will be Tuesday through Friday with the ability to flex days and hours as needed. DET work days will be four (4) consecutive various days between Monday and Saturday with the ability to flex days and hours as needed.

**4.1.4. Investigations:** Employees assigned to investigations shall work four (4) consecutive, ten (10) hour days followed by three (3) consecutive days off (4/10 schedule).

**4.1.5. Administrative Services:** Employees assigned to Administrative Services shall work a 9/80 or 4/10 schedule as directed by management.

The above work schedules may be changed by mutual agreement between the Guild and the Chief of Police.

**4.2. Shift Rotations.** The rotation of personnel between shifts and squads shall be minimized within the limitations of providing an adequate and efficient work force at all times. When rotation is necessary, the Employer will notify the affected employees as soon as reasonably possible. Such notifications shall occur no later than fifteen (15) calendar days prior to the personnel rotation, except when such employees are probationary officers, or waive this provision in writing, or when such rotations are needed due to a bona fide law enforcement emergency.

**4.3. Overtime.** Except as otherwise provided in this Article and when required by the Fair Labor Standards Act, employees shall

be paid at the rate of time and one-half for all hours worked in excess of their regular shift.

**4.3.1.** 3/3 Twelve (12) Hour Patrol Schedule Overtime:  
Except as otherwise provided in this Article, employees shall be paid at the rate of time and one-half for all hours worked in excess of twelve (12) hours in any twenty-four (24) hour period inclusive of lunch period.

**4.3.2.** Employees required to work on any regular or approved day off shall be paid at the rate of time and one-half for the first day and double time for the second and subsequent consecutive days EXCEPT in the event of an emergency when overtime shall revert to the time and one-half rate.

**4.3.3.** Overtime, except for training, shall be voluntary, provided that if there are not enough volunteers to meet public safety requirements, overtime shall be mandatory.

**4.3.4.** Employees may not accumulate less than fifteen (15) minute increments of overtime.

**4.4. Overtime Minimums.** In the event overtime is not in conjunction with the beginning or end of a regularly scheduled shift, the minimum payment shall be as set forth herein. The rate of pay for minimums shall be time and one-half. However, when Sub-section 4.3.2 applies, the employee may choose either the double time rate for all hours worked or the time and one-half rate for the applicable minimum. Court minimums shall not overlap.

**4.4.1.** Three (3) hours for any court or related hearing located in Renton.

**4.4.2.** Four (4) hours for any court or related hearing outside the City of Renton.

**4.4.3.** Four (4) hours for any required court attendance within nine (9) hours of the end of a graveyard shift within the City of Renton and five (5) hours outside the City of Renton.

**4.4.4.** Two (2) hours for any other unspecified overtime including in-person meetings with the prosecutor's office or defense counsel.

**4.4.5.** Eight (8) hours court minimum when an employee is required to appear one or more times in court on any given day, and all the employee's court responsibilities for that day have not been completed within five hours after the employee's first court appearance on that day.

**4.4.6.** Three (3) hours when an employee assigned to the Investigation, Patrol Services, or Special Operations Division is requested to report for duty as a result of an investigation call out. To be eligible, the employee must have been off-duty for at least one (1) hour preceding the call back.

**4.5. Compensatory Time.** The Employer shall pay all authorized overtime requests on a cash basis, provided that employees shall be allowed to elect compensatory time in lieu of overtime cash payment up to a maximum accrual of eighty (80) hours. Nothing

in this section shall be construed as to prohibit the employee option of requesting compensatory time off in lieu of paid overtime; provided that the accumulation of such time is approved by the Administration Officer or Officer officially acting in that capacity.

In December of each year, the Employer has the option of purchasing all or part of compensatory time accumulated by employees.

#### **4.6. Early Release.**

**4.6.1.** Employees working the 3/3 twelve (12) hour schedule who are required to report to work for any reason other than in-service training between two graveyard shifts or following a graveyard shift, shall be relieved from duty at least eight hours prior to having to report to duty without loss of time or overtime minimums.

Employees working the 3/3 twelve (12) hour schedule who appear in court five (5) hours or more between two graveyard shifts may be relieved from duty until 2300 hours on the night after appearance, without loss of time or court overtime minimums.

It is the Employer's desire to not have an employee work more than 16 hours in a workday. Except in an emergency situation, the employer will make every effort to ensure that employees do not work more than 16 hours in a workday.

**4.6.2.** Personnel called out for work, other than court, prior to the beginning of their normal scheduled hours, shall be allowed to start their regularly scheduled shift at the time notified of the call out. Work hours spent on the call out will be at the overtime rate. Once the call out is complete or the employee's regular start time arrives, the employee may elect to flex the remainder of their shift pending supervisor approval. Regular or flex shift hours will be paid at the straight time rate.

**4.7. Standby.** The Employer and the Guild agree that the use of standby time shall be minimized. Standby assignments shall be for a fixed, predetermined period of time. Employees placed on standby status by a member of the Police Department Command Staff, shall be compensated on the basis of one (1) hour straight time pay for each two (2) hours of standby or fraction thereof. If the employee is actually called to work, standby pay shall cease at that moment and normal overtime rules shall apply.

**4.8. Compensation for Training** The Employer shall have a reasonable obligation to attempt to schedule training during the employee's regular shift.

**4.8.1. Training on a Scheduled Work Day, Not Requiring Overnight Accommodations.** The employees agree to waive any overtime resulting from attendance at any training school or session of less than eight (8) hours on a scheduled work day, and to adjust work schedules on an hour for hour basis. The employees agree to waive any overtime resulting from attendance of any training day

scheduled for eight (8) hours or more on a scheduled work day provided that the affected employee is relieved of all police duties as follows:

- a. If the scheduled training day is scheduled for eight (8) hours or more, the hours of training shall constitute an entire workday, regardless of the employee's hours of duty.
- b. Employees assigned to graveyard patrol (3A or 3B) shall be relieved of duty the shift preceding the day of training, if the training is scheduled for eight (8) hours or more.

**4.8.2. Training Trade Days.** Employees will be compensated at time and one half for all training, whether they are the trainee or the trainer, approved, scheduled, and attended on a day off or consecutive days off with the following exception:

Employees assigned to the Special Weapons and Tactics (SWAT), Crisis Communications Unit (CCU), and Civil Disturbance Unit (CDU) agree to shift adjust (or "training trade days(s)") with at least thirty (30) days notice for all department training associated with the three assignments. If staffing does not allow for training trade days(s), then the Employer shall either deny the training, or compensate the employee at the overtime rate. Training trade days not associated with these three assignments must be mutually agreed upon and completed within the FLSA work period.

**4.8.3. Training Requiring Overnight Accommodations.**

Employees who attend training that requires overnight accommodations shall adjust their work schedule at the straight time rate for all travel and lodging time associated with the training with a maximum of eight (8), ten (10), or twelve (12) hours per day, depending on the employee's work schedule, provided they are traveling during a regularly scheduled work day, or if on a day off the training was specifically required by the Employer. For employees on a day off where training was voluntary, no compensation will be paid for travel and lodging time.

**4.8.4. Per diem.** Members shall receive per diem in accordance with City Policy 210-01.

**4.9. Overtime.** When the Police Department Administration and the Guild agree to a regularly scheduled shift, the payment of overtime compensation will commence with the hours worked by those affected employees in excess of that mutually agreed upon shift or schedule.

**4.10. Overtime Calculation.** In recognition of FLSA guidelines, overtime shall be computed on the base pay of the employee and shall include any allowances or premiums as described in Article 6 of this agreement in calculation of the overtime rate.

**4.11. In-Service Training Overtime.** Employees shall be compensated at the straight time rate for up to 30 hours of in-service training regardless of whether training occurs on the employee's scheduled day off. This training is for all

commissioned personnel and is developed and administered through the Administrative Services Division. Topics may include firearms, defensive tactics, blood borne and airborne pathogens, legal update or any other topic developed by the department that is administered in a monthly two-hour block of instruction.

#### **4.12. K-9 Teams Overtime.**

**4.12.1.** K-9 officers are on the air driving to and from work and are available for emergency calls. Driving time to and from work is included in their hours of work (15 minutes each way).

**4.12.2.** Handlers will be paid four (4) hours of overtime per pay period to compensate for bathing, grooming, feeding, cleaning of the dog's kennel, K-9 car, and similar activities performed by the K-9 officers.

**4.12.3.** K-9 officers will attend briefings on occasion at the beginning of their shift.

### **ARTICLE 5 – SALARIES**

The Employer agrees to maintain salaries in accordance with the attached Appendix A.

This Agreement shall be opened for the purpose of negotiating wages, hours, and working conditions for any new classifications of employees not covered within this Agreement. Such salaries shall become effective upon the date the new position is filled. Nothing in this section shall preclude the Employer from

establishing such new positions or classifications. There is no guarantee of future corporal assignments. The right to decide whether or not to appoint corporals rests solely with the Chief of Police.

## **ARTICLE 6 – ALLOWANCES AND PREMIUMS**

**6.1. Clothing Allowance.** Beginning January 1, 2011, the following employees shall receive \$550.00 per year as clothing allowance:

- 6.1.1.** Employees assigned to Investigations Division
- 6.1.2.** Employees assigned to Special Enforcement Team
- 6.1.3.** Training Officers assigned to Administrative Services Division
- 6.1.4.** Administrative Services Division Sergeant
- 6.1.5.** Traffic Accident Investigator assigned to Patrol Services

**6.2. Clothing Allowance Usage.** The purpose of such allowance is to buy, maintain and repair any equipment or clothing required by the Employer which is not furnished by the Employer. The allowance shall be paid in January of each year by separate check, and is subject to pro-rata deduction from the final paycheck in the event the employee does not serve the entire twelve (12) months for which such payment was made, with the exception of an employee who retires, or dies, in which event no

deduction shall be made. Any employee transferred to or from a non-uniformed assignment after January 1<sup>st</sup> of any calendar year shall receive a pro-rated clothing allowance for the remainder of said calendar year.

**6.3. Uniforms are the Property of the City.** It is agreed that all equipment and clothing issued by the City of Renton shall remain the property of the Employer and same shall be returned to the Employer upon termination or retirement. It is further agreed that nothing in this Article shall preclude the Employer from taking any authorized action to maintain the standards of appearance of the Renton Police Department.

**6.4. Non-Uniformed Commissioned Employees.** Non-uniformed commissioned employees, who are required to wear uniforms for City business, may be provided cleaning services at the sole discretion of the Employer.

**6.5. Quartermaster System.** A quartermaster system shall be in effect for employees required to wear police uniforms. The Employer will issue a list of required clothing and equipment and a description of the mechanics of the quartermaster system. Required uniforms and equipment shall be provided to each employee as follows:

**6.5.1.** Required uniforms and equipment shall be provided without cost to the employee as set forth in Police Department Policy as approved and/or amended by the Chief of Police.

**6.5.2.** Optional uniforms and equipment may be purchased by the employees at their own expense.

**6.5.3.** Required and optional uniforms and equipment shall be replaced without cost to the employee when they become unserviceable.

## **6.6. Uniform Cleaning**

**6.6.1.** The Employer will provide those employees assigned to wear police uniforms with contract cleaning services at the rate of two pants and two shirts per designated work period (e.g. seven day or twelve day), up to a maximum cost per eligible employee of \$240.

**6.6.2.** Commissioned employees who are assigned Plain Clothes assignment shall be authorized to use the cleaning services at the rate of two pants and two shirts (or suits) per designated work period (e.g. seven days), up to a maximum cost per eligible employee of \$240.

**6.6.3.** This is based upon agreement that the cost for uniform cleaning shall not exceed \$4,800 per calendar year divided by the current number of employees assigned to wear police uniforms (as opposed to plainclothes).

**6.6.4.** The Employer will make every effort to contract with a commercial cleaning establishment for the entire term of this Agreement. However, if no commercial cleaning establishment is willing to bid for a cleaning contract at a rate that is competitive with those establishments willing to

bid on an annual basis, the Employer may enter an annual contract for cleaning services.

**6.7. Hazardous Duty Pay.** Hazardous duty pay in addition to regular pay shall be granted to certain employees in accordance with the following schedule:

**6.7.1. Special Weapons and Tactics.** Members of SWAT shall be paid at the rate of time and one half with three (3) hours minimum when called to an emergency situation requiring their expertise.

**6.7.2. Crisis Communication Unit.** Members assigned to the Crisis Communication Unit will be paid at the rate of double-time with three (3) hours minimum when called to an emergency situation requiring their expertise.

**6.7.3. Civil Disturbance Unit.** Members of the CDU shall be paid at the rate of double-time with three (3) hours minimum when called to an emergency situation requiring their expertise.

**6.8. Premium Pay.**

**6.8.1. Premium Pay:** in addition to regular pay, shall be granted to certain employees in accordance with the following schedule:

Employee	Premium
Detective	4.0% per month
Traffic Assignment	4.0% per month
Canine Officer	3.0% per month
Corporal Assignment	7.5% per month
Training Officer	4.0% per month
SWAT Assignment	4.0% per month
SRO Assignment:	4.0% per month
Field Training Officer	4.0% per month

**6.8.2. 2,189 Hours Shift Assignment:** Employees assigned to a 3/3 twelve (12) hours shift or a 2/10-2/11 hour shift shall receive a schedule adjustment pay of 6.25% of base wage per month. This schedule adjustment pay reflects the addition of 109 hours worked per employee (2,189 total hours per year).

**6.8.3. Physical Fitness:** Due to calls for service limitations, employees are not allowed to exercise on duty. In recognition of an employee's personal time expended to maintain a level of fitness, the following program shall apply:

- a. Employees who pass the entry-level physical fitness test shall receive the fitness incentive premium for a period of one year following the successful test. The test is voluntary and will be offered at least three (3) times each year.

- b. The testing dates/times shall be posted on or before February 1<sup>st</sup> of each year.

**6.8.4. Physical Fitness Deferred Compensation**

**Contribution.** Employees who comply with Section 6.8.3. shall be compensated with 3.0% of base pay in the form of deferred compensation. *(Also see Appendix A.2.4.)*

**6.8.5. Interpreters.** Bargaining unit members who pass a City approved examination for interpreters will be compensated at the rate of 3% of base pay per month while certified. Employees who successfully pass the initial examination will be required to recertify annually. The City and Union agree that no more than six (6) certified interpreters shall receive bilingual compensation at any one time. Should there be more than 6 employees who qualify as certified interpreters under this provision, the City will determine who is to receive the premium based on proficiency (test scores) and the need for the employee's particular language skill.

**6.9. New Positions.** This Agreement shall be opened for the purpose of negotiating premium or hazardous duty pay for any new position, which is not covered with this Agreement. Such pay to be effective upon the agreement of both parties. Nothing in this Section shall preclude the Employer from establishing such new positions.

**6.10. Working Out of Classification.** Any employee assigned the duties normally performed by a higher paying classification shall

be compensated as follows, providing the higher classified person was regularly assigned during that period. Such employee shall be paid the equivalent of 1/4 hour overtime for each two (2) hours or fraction thereof worked. Such payment shall be at the time and one-half rate.

## **ARTICLE 7 – SICK LEAVE**

### **7.1. Sick Leave.**

**7.1.1. Sick Leave Accrual Rate.** Effective January 1, 2011, Commissioned officers shall accrue sick leave at the rate of ten (10) hours per month with a maximum accumulation of one hundred six (106) days (1,060 hours). Sick leave benefits under this paragraph shall begin upon employment with the award of three (3) days (30 hours) of sick leave. Upon completion of the third month of employment an addition of three days (30 hours) shall be awarded. At the completion of six (6) full months of employment, the employee shall accrue sick leave at the rate of one (1) day (10 hours) per month. For each day off taken as sick leave, the employee will use the number of hours scheduled to be worked.

**7.1.2. Sick Leave Annual Cash Out.** The Employer will cash out at the rate of 50% all annual sick leave accrued (but not used) over 620 hours, by December 31 of each year for employees submitting a written request to do so. These amounts, by employee request, may either be placed into deferred compensation accounts selected by the Employee

and Employer by the close of the first pay period following December 31 of each year, provided, however, there will be no cash out in the years 2011 and 2012. If approved by the I.R.S. employees may shift dollars from annual sick-leave cash out to pay pre-tax medical premiums. Changes to this paragraph shall take effect January 1, 2011.

**7.1.3. Sick Leave Payment at Separation.** Cash payment for sick leave will not be made upon an employee's, retirement, voluntary separation, or death, except in those instances when the death occurs in the line of duty.

**7.1.4. Sick Leave Use.** Employees shall be entitled to use sick leave for family medical emergencies or for illness in the immediate family. For the purposes of this section "immediate family" shall include only the employee's children, parents, domestic partner, or family members residing with the employee. Family emergencies shall include the need for an employee to be with his/her spouse or domestic partner and/or family at the time that the employee's spouse or domestic partner is giving birth to a child.

**7.2. Bereavement Leave.** Full time employees whose immediate family suffers a death shall receive up to three (3) days off with pay to attend to necessary arrangements. A day off is defined as the number of hours scheduled to be worked by the employee (8 hours, 10 hours, 12 hours). Immediate family shall consist of spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and/or

grandchildren. Paid time off for bereavement leave shall not be considered sick leave. Employees shall be allowed to attend the funeral of current department employees while on duty as long as minimum staffing requirements are met.

**7.3. LEOFF II On-the-Job Injury (OJI) Benefit.** Effective January 1, 2011, all LEOFF II personnel will receive up to six (6) consecutive calendar months of full pay and benefits for L & I qualified duty-related disabilities. The maximum period of this benefit will not exceed six (6) consecutive calendar months.

**7.3.1.** The coverage begins the first day or shift of time loss.

**7.3.2.** The individual with the disability will not be required to use any personal sick leave if the duration of the illness or injury is six (6) consecutive calendar months or less.

**7.3.3.** No Personal Leave can be used during the six (6) consecutive calendar month period.

**7.3.4.** Employees that are released by their physician to work light duty shall inform their supervisor of the release within 24 hours. Any light duty performed during the period of disability will not extend the period of the six (6) consecutive calendar months.

**7.3.5.** This benefit will conclude when any of the following conditions occur:

- a. The individual is cleared for return to full duty;

- b. The individual remains on disability and completes their six (6) consecutive calendar months; or,
- c. During the six (6) consecutive months, the Department of L & I declares the individual to be 'fixed and stable' with a disability that permanently prevents a return to full duty.

The intent of this agreement is to make an injured employee financially 'whole' for the duration of the recovery. The total compensation received by an injured employee will not exceed their regular duty compensation.

All benefits provided in accordance with the contract will continue to accrue while an individual is using the LEOFF II OJI benefit.

Reimbursement Checks from the Third Party Administrator (TPA) sent to an individual must be submitted to the City of Renton within 30 days of receipt by the employee. The employee must endorse the check to the City of Renton. Employees will be reimbursed for all approved L & I travel expenses.

**7.4. Light Duty Requirement.** Employees who are injured on duty, and are expected to return to full duty, will be assigned to light duty. An employee may be exempted from this light duty requirement if under the advice of his/her physician.

Employees assigned to patrol who are working the 3/3 twelve (12) hour schedule, shall stay on a 12 hour schedule and will retain their schedule adjustment pay of 6.25%. However, their

actual hours of duty may change to better utilize their skills in a light duty assignment.

## **ARTICLE 8 – HOLIDAYS**

**8.1.** The following days shall be observed as legal holidays:

January 1 (New Year's Day)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving)

The Friday following the fourth Thursday in November (Day after Thanksgiving)

December 25 (Christmas)

The day before Christmas shall be a holiday for City employees when Christmas Day occurs on a Tuesday or Friday. The day after Christmas shall be a holiday for City employees when Christmas day occurs on a Monday, Wednesday, or Thursday. When Christmas Day occurs on a Saturday, the two preceding working days shall be observed as holidays. When Christmas

Day occurs on a Sunday, the two working days following shall be observed as holidays.

Any other day proclaimed by executive order and granted to other City employees.

**8.2.** Any employee who works the following listed holidays shall be paid double his/her rate of pay for hours worked (midnight to midnight).

Thanksgiving Day  
Christmas Day

## **ARTICLE 9 – TUITION REIMBURSEMENT**

The Employer shall reimburse an employee for the actual cost of tuition and required fees paid by an employee to an accredited college or university, provided that those expenses are incurred: (1) in a course leading to a law enforcement related Associate's/Bachelor's/Master's degree; (2) that the employee has received a grade of "C" or better or "pass" in a pass/fail grading system; (3) that such reimbursement for tuition shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington for quarter system credits and by Washington State University for semester systems credits.

Reimbursement for job related course work not leading to a law enforcement related degree will require the employee to submit the course of instruction to the Employer for approval, and obtain approval, prior to attending or prior to incurring a cost.

## ARTICLE 10 – EDUCATIONAL INCENTIVE

Employees shall be eligible for Associate Degree or Bachelor’s Degree minimum pay allowances, as provided in Appendix B of this Agreement, when such employee has obtained an undergraduate degree from an accredited educational institution. For this section completion of 90 quarter or 60 semester credits of college level work is equivalent to eligibility of Associate Degree pay provided such credits are for academic study, and not based upon “life experience”.

## ARTICLE 11 – PERSONAL LEAVE

**11.1. Accrual of Personal Leave.** Personal Leave as it pertains to this contract is a combination of holiday and vacation leave. Employees shall accrue paid personal leave time in accordance with the following schedule whenever they are on paid employment status:

<u>Length of Service</u>	<u>Hours/Month Accrual</u>	<u>Hours/Annual Accrual</u>
<b>0 through 5 years</b>	16	192
<b>6 through 10 years</b>	20	240
<b>11 through 15 years</b>	22	264
<b>16 through 20 years</b>	24	288
<b>21 and subsequent years</b>	26	312

Maximum accumulation of personal leave time shall not exceed 528 hours, except when the employee is unable to use personal leave time as a result of illness, disability, or operational considerations beyond the employee's control. In such event, an employee shall not be penalized for excess accumulation, and the Employer has the option of either allowing excess accumulation or paying the employee for the excess accumulation. Buyback of personal leave accumulation will be allowed during the term of this Agreement, subject to the approval of the Employer (based upon availability of funds) to a maximum of forty-eight (48) hours per year.

**11.2. Personal Leave Time.** Shall be subject to the following rules:

**11.2.1.** Temporary or intermittent employees who leave the employment of the Employer and are later reemployed shall, for the purpose of this article, have an adjusted date of actual service effective with the date of reemployment.

**11.2.2.** For the purpose of this Article, "actual service" shall be determined in the same manner as for salary purposes.

**11.2.3.** Employees, who are laid off, retired, dismissed, or who resign shall be paid for all accrued but unused personal leave time.

**11.2.4.** On the death of an employee in active service, pay will be allowed for any personal leave earned and not taken prior to the death of such employee.

**11.2.5.** An employee granted an extended leave of absence, which includes the next succeeding calendar year, shall be given proportionate personal leave earned in the current year before being separated from the payroll.

**11.2.6.** An employee returning from military leave of absence, as defined by law, shall be given a personal leave allowance for the previous calendar year as if he/she had been employed.

**11.2.7.** In the event that an employee becomes ill or injured while he/she is on personal leave, and it can be established by the employee that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than personal leave, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. The employee shall submit medical documentation of the illness or injury from the attending physician.

**11.3. Scheduling and Using Personal Leave Time.** The following rules shall govern the scheduling and usage of personal leave time.

**11.3.1.** The minimum personal leave allowance to be taken by an employee shall be one (1) hour.

**11.3.2.** Employee shall have the option to designate leave requests as “vacation bids” when the request is for a period of time exceeding seven consecutive calendar days in length

(including both requested days off and regularly scheduled days off) and is submitted more than thirty-one (31) days in advance of the requested time off.

**11.3.3.** The employee's request for time off shall be approved or denied within eight (8) days of submitting the request on the proper form. All requests for time off occurring between March 1 and December 31 of any given year and submitted prior to January 14 of that year shall be considered for all purposes (including 4.a below) to have been submitted on January 14 of that year.

**11.3.4.** In the event that multiple employees request the same day(s) off, and the Employer is not able to accommodate all of the requests due to minimum staffing limitations, then the Employer will use the following criteria, in order, to determine who is granted the leave time:

- a. Requests submitted on an earlier date shall have precedence over those submitted later.
- b. If the requests are submitted on the same effective date, then vacation bids shall have precedence over requests that are not vacation bids;
- c. When the requests are otherwise equal, then the request from the employee with more seniority shall have precedence. Seniority shall be determined according to Article 3.

**11.3.5.** The Employer and the Guild acknowledge that the Employer has a legitimate interest in maintaining proper staffing levels for public safety purposes, and that employees have a legitimate interest in taking their time off at times convenient to them. The Employer shall have the right to set different short-term minimum staffing levels in all work units for special events. Special events are city festivals and unusual occurrences where additional law enforcement staffing for maintaining order is required. The Employer will notify the employees by January 1 each year of changes to the long-term minimum staffing levels.

**11.4. Cancellation of Scheduled Leave.** The Employer will make reasonable effort to avoid cancellation of approved employee leave time, and to notify employees as soon as possible after the decision to cancel. In the event that the Employer cancels the approved leave time of an employee, the following rules shall apply.

**11.4.1.** If the employee's request was submitted more than thirty-one (31) days in advance of the scheduled leave, and approved, the Employer may cancel that time off without penalty if at least thirty (30) days notice is given prior to the scheduled leave.

**11.4.2.** If the employee's request was submitted less than thirty (30) days in advance, but more than nine (9) days, and approved, the Employer may cancel the time off without penalty if at least eight (8) days notice is given.

**11.4.3.** If the request is submitted with eight (8) days' notice or less, and approved, the Employer may cancel the time off at any time without penalty.

**11.4.4.** The Employer agrees not to cancel an approved vacation bid except in the event of an extreme emergency condition.

**11.4.5.** For purposes of this section, "penalty" shall refer to the overtime pay provisions of Article 4.

**11.5. Personal Leave Hours Used.** The number of leave hours used for each day off shall be calculated based upon the number of hours in the employee's work day. Employees assigned to a twelve (12) hour schedule shall use twelve (12) hours of personal leave for each day off. Employees assigned to a ten (10) hour schedule shall use ten (10) hours of personal leave for each day off.

## **ARTICLE 12 – LONGEVITY**

**12.1. Premium Pay.** Employees shall receive premium pay for longevity in accordance with Appendix B of this Agreement.

**12.2. Longevity Allowance.** Longevity allowances shall be payable on the first payday following the anniversary of the employee.

**12.3. Determination of Longevity.** Longevity will be based on the employee's last date of hire in the bargaining unit. A transfer

within from one position in the City to another will not constitute a “date of hire”.

### **ARTICLE 13 – PENSIONS**

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statutes.

### **ARTICLE 14 – INSURANCES**

#### **14.1. Definitions:**

**REHBT:** Renton Employees’ Healthcare Board of Trustees

**REHP:** Renton Employees’ Healthcare Plan

**Funding Goal:** It is the responsibility of the Renton Employees’ Healthcare Board of Trustees to establish and maintain fund goals in relationship to the Renton Employees’ Healthcare Plan.

**Plan Member:** An eligible Renton employee, along with their dependents, that is covered under the Renton Employees’ Healthcare Plan.

**Premiums:** The contributions made to the REHP by both the City and the employees to cover the total cost of purchasing the REHP. Contributions made by employees for co-pays, lab fees, ineligible charges, etc., are not considered premiums for the purpose of this Article.

## **14.2. Health Insurance.**

**14.2.1. Participation.** The City and the Local/Union/Guild agree to jointly manage the REHP during the term of this agreement. The REHBT is comprised of AFSCME Local 2170; Firefighters-864; Police Guild; and the City, and will meet at least quarterly to review the REHP including costs associated with the REHP.

Medical coverage shall be provided in accord with the laws of the State of Washington, RCW 41.26.150 and federal plans: Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010. The Local/Union/Guild agrees to continue participation in the REHBT and to identify and support cost containment measures.

**14.2.2. Plan Coverage.** The City will provide a medical/dental, vision, and prescription drug insurance plan for all eligible employees including all bargaining unit members and their eligible dependents.

**14.2.3. Premiums.** For the calendar years 2010 through calendar year 2015 the total cost of the plan shall be divided as follows:

**Police Commissioned Contract  
2013-2015**

<b>Year</b>	<b>City</b>	<b>Employees</b>
2010	96%	4%
2011	96%	4%
2012	95%	5%
2013	94%	6%
2014	93%	7%
2015	92%	8%

Employee premiums will be based upon the following categories:

- Employee
- Employee/Spouse or Domestic Partner
- Employee/Spouse or Domestic Partner/1
- Employee/Spouse or Domestic Partner/2+
- Employee/1
- Employee/2+

**14.2.4. Projected Costs.** For calendar year 2013, the contributions to the benefit fund (premium revenue) shall be the same as the contribution made in the calendar year 2012, subject to the plan cost sharing provision between employer and employees per current bargaining agreements. Beginning calendar year 2014 going forward, the plan contributions shall be calculated by the percentage of actual plan cost increase that occurred in the previous year. The year in review shall be from July 1<sup>st</sup> to June 30<sup>th</sup>.

**14.2.5. Group Health Coverage.** Bargaining unit members that chose to be covered by Group Health insurance will be required to pay the premium cost of the self-funded plan

plus any additional premium cost above the self funded plan.

**14.2.6. Renton Employees' Healthcare Board of Trustees.**

The REHBT includes members from each participating Union. Each union will have a maximum of one (1) vote, i.e. the Firefighter Union has two (2) bargaining units but only receives one (1) vote on the REHBT, and the Police Guild has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate, the voting bodies would be as follows: AFSCME – 2170; Firefighters – 864; Police Guild; and the City for a total of four (4) votes.

**14.2.7. Plan Changes.** The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.

**14.2.8. Voting.** Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design.

**14.2.9. Surplus.** Any surplus in the Medical Plan shall remain available only for use by the Renton Employees' Health Plan Board of Trustees for either improvements in the Plan, future costs, increase offsets, rebates to participants, or reduction in employee contributions.

**14.3. Life Insurance.** The Employer shall furnish to the employee a group term life insurance policy in the amount of the employee's annual salary including double indemnity. The Employer shall furnish a group term life insurance policy for \$1,000 for the employee's spouse and \$1,000 for each dependent.

**14.4. Federal/State Healthcare Options.** In the event of a Federal/State healthcare option, the REHBT shall have the option to review the proposed Federal/State option and take appropriate actions.

**14.5. COBRA.** When an employee or dependent's health care benefits ceases, the employee or dependent shall be offered medical and dental benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of eighteen (18) months.

**14.6. LEOFF II Disability Insurance Policy.** The Employer shall provide a payroll deduction for each LEOFF II employee who authorizes the Employer to deduct monies from the employee's paycheck to help defray the cost of a Guild designated on-duty disability insurance policy.

**14.7. False Arrest and Criminal Defense Coverage.** False arrest and criminal defense coverage shall be provided by the Employer for all employees. The Employer shall indemnify and defend any employee against any claim or suit, where such claim or suit arises because such employee performs his/her duty as an employee of the Renton Police Department. The Employer shall

pay on behalf of any employee any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable or lawful activities and exercise of authority within the scope of his/her duties and responsibilities as an employee of the Renton Police Department. Indemnity and defense shall not be provided by the Employer for any dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the Employer.

**14.8. Department Contracted Extra-duty Employment.** All department contracted extra-duty law-enforcement employment as a Renton Police Officer shall be authorized by the Chief of Police or designee prior to such employment. In order to ensure that officers who engage in extra-duty employment as Renton Police Officers, have adequate liability coverage, the City will pay officers' so employed at the rates established by the Memorandum of Understanding attached to this collective bargaining agreement in Appendix E. The overtime provisions of this Agreement shall not apply to such employment. Time in excess of one hour shall be paid in pro rata 15-minute segments. The parties agree to make such changes in the wording of this provision as may be required to comply with the FLSA. Any officer working as a Renton Police Officer without the permission of the Department and paid directly by an employer other than the City of Renton shall not have Employer paid liability coverage and shall not be authorized to wear the Renton Police Department uniform.

**14.9. Change in Benefits.** If for reasons beyond the control of the Employer or Guild a benefit of any one of the provisions

agreed to in this Article is abolished, changed, or modified as to reduce the benefit, the Employer agrees to replace it with a like benefit prior to the effective date of the change. In the event a like benefit cannot be obtained by the Employer, the parties will bargain regarding replacement of the benefit and related matters.

**14.10. Guild-Directed Trust Fund.** The Renton Police Guild shall have the option during the life of this contract to direct the City to deduct a fixed dollar/percentage from the base salaries for all classifications covered by the contract and deposit such deductions into a medical trust fund established by the Guild. Upon the exercise of this option, the Guild agrees to indemnify, defend, and hold the City harmless from any and all liability, claims, demands, suit or any loss or damage, or injury to person or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties.

## **ARTICLE 15 – TECHNOLOGY**

### **15.1. In-Car Video.**

**15.1.1 In-Car Video Reviews.** Imagery recorded by the In-Car Video system will not be routinely or randomly reviewed to monitor officer performance. A supervisor may conduct a review of a specific incident on an officer's recorded imagery only when there is an articulable reason justifying such review. Articulable reasons for reviewing an officer's in-car video include, but are not limited to: (1)

capturing specific evidence for use in a criminal prosecution, (2) a civil claim has been filed against the City involving the incident, (3) a citizen complaint has been made against an officer regarding the incident, (4) the incident included a use of force, (5) the incident included a vehicle pursuit, (6) the incident included a vehicular collision, or (7) the incident involved a serious injury or death. Notwithstanding the other provisions of this section, Field Training Officers may review the in-car videos of probationary trainees in the Field Training Program.

**15.1.2. In-Car Video Review Log.** Prior to the review, notice of the review must be provided to the subject officer and the Vice President of the Renton Police Guild (Guild) via the appropriate form to their department mailboxes. An in-car video review log will be kept and must be accessible to the president and vice-president of the Renton Police Guild. The log must include the date, time, reviewing supervisor, and an articulable reason for the review.

**15.1.3. In-Car Video Evidence.** The Department may use recorded imagery as evidence in an official Department investigation provided the imagery is of a specific incident as outlined in Section 15.1.

## **15.2. Automatic Vehicle Locator (AVL).**

**15.2.1 AVL Queries.** AVL queries will not be routinely or randomly used to monitor officer performance. A supervisor may review AVL data of a specific incident only

when there is an articulable reason justifying such review. Articulable reasons for reviewing an officer's AVL data include, but are not limited to: (1) capturing specific evidence for use in a criminal prosecution, (2) a civil claim has been filed against the City involving the incident, (3) a citizen complaint has been made against an officer regarding the incident (4) the incident included a use of force, (5) the incident included a vehicle pursuit, (6) the incident included a vehicular collision, (7) the incident involved a serious injury or death, or (8) the incident involves officer safety. Notwithstanding the other provisions of this section, Field Training Officers may review AVL data of probationary trainees in the Field Training Program; and any commissioned personnel can advise dispatch to broadcast AVL data when an articulable reason exists (for example, locating an officer for safety purposes).

**15.2.2. AVL Review Log.** Prior to the review, notice of the review must be provided to the subject officer and the Vice President of the Renton Police Officer' Guild (Guild) via the appropriate form to their department mailboxes. An AVL review log will be kept and must be accessible to the president and vice-president of the Guild. The log must include the date, time, reviewing supervisor, and an articulable reason for the review.

**15.2.3. AVL Evidence.** The Department may use AVL data as evidence in an official Department investigation providing the data is of a specific incident as outline in Section 15.2.

**15.3. Equipment Safety.** Any equipment issued that affects officer safety should be documented and forwarded to the Chief of Police through the Chain of Command. The Chief of Police or designee will have five (5) business days to acknowledge receipt of the complaint to the Vice President of the Renton Police Guild.

## **ARTICLE 16 – BILL OF RIGHTS**

**16.1. Just Cause Employer Rights.** The Employer retains the right to adopt rules for the operation of the Renton Police Department and the conduct of its employees provided that such rules do not conflict with the City Ordinances, City and State Civil Service Rules and Regulations as they exist, or any provision of this Agreement. It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause subject to the provisions of the City Ordinances, City and State Civil Service Rules and Regulations as they exist, and terms of this Agreement.

**16.2. Bill of Rights.** In an effort to ensure that investigations, as designated by the Chief of Police of the Renton Police Department, are conducted in a manner which is conducive to good order and discipline, the Renton Police Guild shall be entitled to the protection of what shall hereafter be termed as the “Police Officers’ Bill of Rights.”

**16.2.1.** The City and the Guild agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the City’s

business, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by employees, supervisors, and/or managers will not be tolerated. If an employee and/or the employee's Guild representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command, and/or the Human Resources Office. The City will follow the investigatory procedures outlined in City Policy and Procedure 340-02 and take appropriate action as necessary. The employee and/or Guild representative will be notified upon conclusion.

This section is not subject to the grievance procedure in Article 18, but is subject to the City's complaint process.

**16.2.2.** If an employee becomes the suspect in an internal that could result in criminal charges, that investigation may be investigated by another agency outside the City of Renton.

**16.2.3.** Employees will not be under any type of electronic surveillance by any employee of the Renton Police Department without authorization of the Chief of Police or designee.

**16.2.4.** Any employee who becomes the subject of an internal investigation, or an investigatory interview, shall be advised in writing of the following within three business days of the date of their first interview:

- a. General orders violated and the nature of the matter in sufficient detail to reasonably apprise him/her of the matter (unless suspected of committing a criminal offense);
- b. Misconduct that would be grounds for termination, suspension, or other disciplinary action; and
- c. That he/she may not be qualified for continued employment with the Department.

An “investigatory interview” occurs when a supervisor knows or reasonably should know that they are questioning an employee about something that could result in an economic sanction.

**16.2.5.** Any employee who becomes the subject of an investigation may have legal counsel or a Guild representative present during all interviews. The interviewer must provide at least three business days for the employee to have legal counsel or have a Guild representative present during the interview. An investigation as used elsewhere in this Article shall be interpreted as any action which could result in a dismissal from the Department or the filing of a criminal charge.

**16.2.6.** The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview. General Order 52.1.1 will govern the assignment of investigations (see Appendix C).

**16.2.7.** Employees have Weingarten Rights during all interviews where they reasonably believe they could be subject to discipline.

**16.2.8.** The employee shall be informed in writing as to whether he/she is a witness or suspect. Should the witness in an investigation become the suspect of an investigation during the investigatory interview, the Employer agrees to stop the interview to allow the employee to obtain Guild Representation. General Order 52.1.6 shall govern the notification process (see Appendix C).

**16.2.9.** The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty. Whenever possible, interviews shall be scheduled during the normal workday of the Employer. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State of Washington or the United States.

**16.2.10.** The employee or Employer may request that a formal investigation interview be recorded. There can be no "off the record" questions. Upon request, the employee

under formal investigation shall be provided an exact copy of any written statement he/she has signed. The employee shall be furnished a copy of the completed investigation 72 hours prior to any pre-disciplinary Loudermill hearings.

**16.2.11.** Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all investigation interviews that may result in discipline, the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing or Guild representative before being interviewed. The employee shall be entitled to such intermissions, as he/she shall request for personal necessities, meals, telephone calls and rest periods.

**16.2.12.** All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

**16.2.13.** 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 to answer questions.

**16.2.14.** Upon the completion of the investigation and upon request, a copy of the entire file shall be provided to the employee.

**16.2.15.** To balance the interest of the Employer in obtaining a psychological evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, psychological evaluations will be obtained in the least intrusive manner as possible. To protect the employee's right to privacy, the medical release form agreed upon by the Employer and the Guild shall be signed by the employee prior to the evaluation (see Appendix D).

**16.2.16.** No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any constitutional amendment against self-incrimination. Nor shall any member be dismissed for or shall any other penalty be imposed upon any employee for his/her failure to submit to a polygraph test.

**16.2.17.** Should any section, sub-section, paragraph, sentence, clause, or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

**16.2.18.** Any employee involved in the use of lethal force shall not be formally interviewed immediately following the incident. The policy and procedure outlined in the Unusual Occurrences Manual (Department Response to Line of Duty Death or Other Critical Incidents) will govern the response to issues regarding use of lethal force.

**16.2.19.** Investigations of known members by the Renton Police Department shall be completed in a timely manner with a goal of completion within 30 days.

**16.2.20.** The right for an employee to add commentary during the Loudermill or at the end of the internal investigation process will be maintained.

**16.3. Drug And Alcohol Testing.** The Employer considers its employees its most valuable asset. The Employer and the Guild share concern for the safety, health and well being of police department members. This community and all City employees have the absolute right to expect persons employed by the Employer will be free from the effects of drugs and alcohol.

**16.3.1.** Before an employee may be tested for drugs, the Employer shall have individualized reasonable suspicion based on objective facts and reasonable inferences drawn there from, that a particular employee has engaged or is engaged in the use of illegal drugs and/or abuse of legal drugs (including alcohol).

**16.3.2.** Drug and alcohol\* tests shall be performed by a HHS certified laboratory or hospital or clinic certified by the

State of Washington to perform such tests. (\* Initial alcohol testing may be performed by a Certified Breath Alcohol Technician or any other person approved to operate an Evidential Breath Testing device.)

**16.3.2.1. Drug Testing.**

- a. An initial drug screen shall be performed using the Immunoassay (IA) method.
- b. Any positive results on the initial drug-screening list shall be confirmed through use of Gas Chromatography/Mass Spectrometry.
- c. The drug panel and cut off standards shall be as defined by 49 CFR Part 40 which sets forth the procedures for drug testing in the Department of Transportation (DOT).
- d. Confirmed positive drug test results shall be sent to a licensed physician who, as Medical Review Officer (MRO), will review the affected employee's medical history and other relevant factors to determine if the positive test result should be excused. The MRO will notify the department of the results of his or her review. Negative test results shall be sent to the Employer's drug and alcohol testing administrator who will notify the designated department representative and employee of the test results.

**16.3.2.2 Alcohol Testing.** Alcohol test results shall be released to the employee and department upon conclusion of the test. For the purpose of determining whether the employee is under the influence of alcohol, test results of .02 or more based upon the results of an Evidential Breath Testing device shall be considered positive.

**16.3.2.3 Confirmation of Test Results.**

- a. Employees notified of a positive alcohol test result may request the opportunity to have a blood sample drawn for analysis at either a hospital or certified testing lab as chosen by the Employer.
- b. Employees notified of a positive drug test may request that the Medical Review Officer send a portion of their first sample to the hospital or HHS certified laboratory of the employee's choice for testing by gas chromatography/mass spectrometry.
- c. The cost of employee requested tests are the responsibility of the employee. If the test results are negative, the Employer will reimburse the employee for the cost of the test.

## **ARTICLE 17 – MANAGEMENT RIGHTS**

### **17.1. Recognition.**

The Guild recognizes the prerogative of the Employer and the Chief of Police to operate and manage Police Department affairs in all respects, in accordance with its responsibilities and the powers of authority which the Employer has not officially abridged, delegated, or modified by this Agreement.

### **17.2. Rights of Employer.**

Subject to the provisions of this Agreement, the Employer reserves the right to:

**17.2.1.** Recruit, assign, transfer, and promote members to the positions within the Department;

**17.2.2.** Suspend, demote, discharge, or take other disciplinary action against members for just cause;

**17.2.3.** Relieve members from duties because of lack of work, lack of funds, the occurrence of conditions outside Department control; or when the continuation of work would be wasteful and unproductive;

**17.2.4.** Determine methods, means, and personnel necessary for departmental operations;

**17.2.5.** Control the department budget;

**17.2.6.** Take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department;

**17.2.7.** Determine classification, status, and tenure of employees; and

**17.2.8.** Perform all other functions not limited by this Agreement.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

The Employer recognizes the importance and benefit of settling grievances promptly and fairly in the interest of better employee relations and morale. To this end, the following procedure is outlined. Every effort will be made to settle grievances at the lowest level of supervision.

Employees will be unimpeded and free from unreasonable restraint or interference and free from coercion, discrimination, or reprisal in lawfully seeking adjudication of their grievance.

### **18.1. Definitions.**

**18.1.1. Grievance:** Any issue relating to interpretation, application, or enforcement of any provision contained in this Agreement.

**18.1.2. Issue:** Any dispute, complaint, problem, or question arising with respect to working conditions or employer-employee relations of any nature or kind whatsoever.

**18.1.3. Guild Representative:** A Guild member designated by the Guild President as a bargaining representative.

**18.2. Grievance Procedure.** The steps set forth herein shall be followed unless the Chief of Police and the Grievant, Guild, or individual raising the issue agree in any particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, and either of the parties violates them, the grievance/issue shall be considered settled in favor of the party that is not in default at the time. If any specified participant in the steps below is absent and thus unable to timely participate, such step(s) may be completed by the participant's designee.

**Step 1** The employee(s) and/or Guild Representative shall submit the grievance/issue in writing to the Division Commander within twenty (20) calendar days from the date that the grievant knew or reasonably should have known of the action precipitating the grievance/issue. The Division Commander shall notify the Employee(s) and the Guild Representative in writing of his/her decision and the reasons therefore within fifteen (15) calendar days thereafter.

**Step 2** If the grievant is not satisfied with the decision rendered, he/she shall submit the grievance/issue in writing to the Deputy Chief within fifteen (15) calendar days. If the grievance is initiated by the Guild, it shall be

initiated at Step (2) of the grievance process within fifteen (15) calendar days from the date the Guild knew or reasonably should have known of the action precipitating the grievance/issue. The Deputy Chief shall notify the employee(s) and the Guild Representative in writing of his/her decision and the reasons therefore within fifteen (15) calendar days thereafter.

**Step 3** If the grievant is not satisfied with the decision rendered, he/she shall submit the grievance/issue in writing to the Chief of Police within fifteen (15) calendar days. The Chief of Police shall notify the employee(s) and the Guild Representative in writing of his/her decision and the reasons therefore within fifteen (15) calendar days thereafter.

**Step 4** If the grievant is not satisfied with the decision rendered, he/she shall submit the grievance/issue in writing to the Mayor within fifteen (15) calendar days. The Mayor shall notify the employee(s) and the Guild Representative in writing of his/her decision and the reasons therefore within fifteen (15) calendar days thereafter. Consideration of the issue shall conclude at this point.

**Step 5** If the grievance has not been settled by the Mayor, either party may submit the matter to arbitration. In any case, the matter must be referred to arbitration within ninety (90) days from conclusion of the fifteen (15) day period of consideration by the Mayor. A neutral

arbitrator will be selected jointly by both parties. If the parties cannot agree on an arbitrator, they will request a list of arbitrators from the American Arbitration Association (AAA) and alternately strike names, if necessary, to pick an arbitrator. The arbitrator selection process will not exceed ten (10) days. The total cost of the proceedings shall be borne equally by both parties. The arbitrator's award shall be final and binding on both parties, provided, however, that no authority is granted to the arbitrator to modify, amend, or delete any terms of this Agreement.

When an employee or the Guild appeals a grievance to arbitration, such appeal shall be made in writing and shall constitute an election of remedies and, to the extent allowed by law, a waiver of any and all rights by the appealing employee or the Guild to litigate or otherwise contest the appealed matter in any court or other available forum.

**18.3. Election of Remedies.** In the case of disciplinary actions that are appealable to the Civil Service Commission, a non-probationary employee may file a grievance under the terms of this Agreement alleging that the disciplinary action was not for just cause. If the employee does so, it shall constitute an election of remedies and said employee shall be barred from pursuing the issue in any other forum including, but not limited to, the Civil Service Commission. Likewise, if an employee files litigation in any other legal forum, including Civil Service, that employee may not grieve said discipline and any grievance previously filed shall

be deemed withdrawn and any remedies previously granted shall be void.

### **ARTICLE 19 – PERFORMANCE OF DUTY**

Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. It is further agreed that no employee shall refuse to cross the picket line of any other union during his/her scheduled work shift.

The parties recognize and agree to abide by the provisions of RCW 41.56.490.

### **ARTICLE 20 – RETENTION OF BENEFITS**

Wages, hours, benefits, and working conditions constituting mandatory subjects of bargaining in effect on the effective date of this Agreement shall be maintained unless changed by mutual agreement between the Employer and the governing body of the Guild. An interest arbitrator may also change contract provisions legally before him or her in an interest arbitration.

The Employer agrees to notify the Guild in advance of changes or hearings affecting working conditions of any employee covered by this Agreement, except in emergency situations and provided that the Employer is aware of the changes or hearings.

## ARTICLE 21 – PAY DAYS

**21.1. Pay Dates.** Employees shall be paid twice each month and any employee who is laid off or terminated shall be paid all monies due on the next following payday. All employees shall be paid on the 10<sup>th</sup> and 25<sup>th</sup> day of each month. If the 10<sup>th</sup> or 25<sup>th</sup> day of the month falls on a holiday or weekend period, the employees shall be paid on the last business day prior to that period.

**21.2. Early Check Request.** If an employee is leaving on vacation, an early check request authorized the immediate supervisor may be granted provided the check has been processed and is ready for disbursement.

**21.3. Direct Deposit.** All employees will participate with direct deposit of paychecks. The Employer will adopt appropriate administrative procedures allowing for direct deposit. The Employer will, to the extent feasible, assure that funds are transmitted as near in time as possible to the time at which paychecks are distributed to other employees.

## ARTICLE 22 – SAVINGS CLAUSE

**22.1. Savings Clause.** If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter, within ten (10) calendar days, into collective bargaining negotiations for the

purpose of arriving at a mutually satisfactory replacement or modification of such Article held invalid.

**22.2. Contract/Civil Service.** Any conflict between the provisions of this Agreement and current Civil Service Rules and Regulations shall be resolved as set forth herein. It is further understood that (a) to the extent the labor agreement does not address a matter (e.g., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; (b) to the extent the labor agreement does address a matter (e.g., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Guild otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e. changes initiated after the effective date of this agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service commission, either party may submit a written request to the Mayor (within sixty (60) calendar days after receipt of such notice) and the result of such bargaining shall be made a part of this Agreement.

**22.3. Successor Agreement.** This Agreement and any and all amendments and modifications hereafter entered into and executed by and between the parties hereto shall be binding and inure to the benefit of the parties' respective successors and assigns and any other governmental entity succeeding to the City of Renton's obligations hereunder.

In case of any merger or consolidation by the Employer with another governmental agency, either party shall have the right to

reopen this Agreement for negotiation of any positions affected by the merger or consolidation.

**22.4. FLSA Disputes.** The Employer shall have the right to bargain any issues arising out of the implementation of the Fair Labor Standards Act (FLSA) including any conflicts that may arise regarding Article 19, Retention of Benefits. Statutory provisions for resolution of impasses reached in collective bargaining, and contractual provisions for resolution of grievances arising out of such FLSA issues shall apply.

## **ARTICLE 23 – ENTIRE AGREEMENT**

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

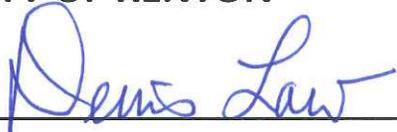
The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## ARTICLE 24 – DURATION OF AGREEMENT

Unless otherwise agreed, this Agreement shall become effective January 1, 2013, and shall remain in force until December 31, 2015.

Signed this 13 day of January, 2014, at Renton, Washington.

### CITY OF RENTON



Denis Law, Mayor



Kevin Milosevich, Police Chief



Nancy Carlson, HRRM  
Administrator



Cathryn Laird, HR Manager



Brian Sandler, Senior HR Analyst

### RENTON POLICE GUILD



Mark Coleman, President



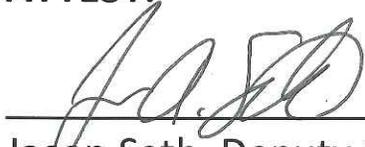
Bill Judd, Spokesperson/  
Member



Peter Montemayor, Member

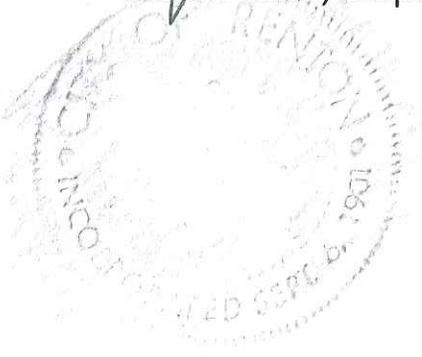
**Police Commissioned Contract  
2013-2015**

**ATTEST:**

  
\_\_\_\_\_  
Jason Seth, Deputy City Clerk

**Approved as to legal form:**

  
\_\_\_\_\_  
Lawrence J. Warren, City  
Attorney



## APPENDIX A: SALARIES

### A.1. – Salary Schedule.

- A.1.1. For the calendar year 2013, the base wages for all positions in the bargaining unit shall be the same as the wages in place in 2012.
- A.1.2. Effective January 1, 2014, base wages shall be increased by 1.5% above the wages in place in 2013.
- A.1.3. Effective July 1, 2014, base wages shall be increased by 2% above the wages in place in the first half of the year.
- A.1.4. Effective January 1, 2015, the base wages shall be increased by 2.5% above the wages in place in the latter half of 2014.

The following salary schedule is effective January 1, 2014.

Classification	Start	12 Months	24 Months	36 Months	48 Months
Police Sergeant	\$7306		\$7671		
Patrol Officer	\$4747	\$5149	\$5554	\$5952	\$6353

### A.2. Deferred Compensation Contributions.

**A.2.1. Accreditation Premium.** The Employer will deposit one percent (1.0%) of the employee's base wage into the deferred compensation plan for each employee as a premium for accreditation of the police department.

**A.2.2. In-Service Training.** In exchange for thirty (30) hours of in-service training under Article 4 of this Agreement at the prevailing straight time rate, the Employer shall make a contribution equal to one-half percent (0.5%) of the employee's base wage toward the employee's deferred compensation plan.

**A.2.3. Deferred Compensation.** In exchange for savings realized through modifying the salary scale, effective January 1, 1997, the Employer shall contribute one and one-half percent (1.5%) of the employee's base wage into the employee's deferred compensation plan.

The combined deferred compensation contribution from the above Sections of this Appendix shall be 3.0%.

**A.2.4. Physical Fitness.** Employees who comply with Section 6.8.3 shall be compensated with 3.0% of base pay in the form of deferred compensation, in accordance with Section 6.8.4.

## **APPENDIX B: EDUCATION/LONGEVITY SCHEDULE**

Employees shall receive longevity pay according to the following scale:

Completion of 5 years – 2% of base wage

Completion of 10 years – 4% of base wage

Completion of 15 years – 6% of base wage

Completion of 20 years – 10% of base wage

Completion of 25 years – 12% of base wage

Employees shall receive educational pay according to the following scale:

AA Degree/90 Credits – 4% of base wage

BA Degree/Masters – 6% of base wage

## APPENDIX C

### INTERNAL AFFAIRS – ADMINISTRATION

This order consists of the following numbered sections:

- 52.1.1 Complaints – Investigation**
- 52.1.2 Internal Investigations – Records Keeping**
- 52.1.3 Internal Investigations – Direct Access to the Chief of Police**
- 52.1.4 Registering Complaints – Procedures**
- 52.1.5 Internal Investigations – Annual Summary**
- 52.2.1 Complaints – Assignment**
- 52.2.2 Complaints – Notifying the Chief of Police**
- 52.2.3 Complaint Investigations – Time Limits**
- 52.2.4 Complainant Notification – Status of Investigation**
- 52.2.5 Complaint Investigation – Notification of Allegations and Rights**
- 52.2.6 Complaint Investigation – Conditions for Additional Investigation**
- 52.2.7 Internal Investigations – Relief from Duty**
- 52.2.8 Internal Investigations – Conclusion of Fact**

### **52.1.1 Complaints – Investigation**

- I. All complaints against the agency or its employees, including anonymous complaints, will be investigated. The function of Internal Affairs is to ensure that the integrity of the Renton Police Department is maintained through an internal system. Objectivity, fairness, and justice are assured by intensive and impartial investigation and review to clear the innocent, establish guilt of wrongdoers, and facilitate fair, suitable, and consistent disciplinary action.

### **52.1.2 Internal Investigations – Records Keeping**

- I. The Renton Police Department investigates and maintains records of all complaints made against the Department and its employees. These records shall be maintained securely, ensuring that the confidentiality of these records is protected.
  - A. The Administrative Secretary maintains a complaint log of all formal complaints, which is maintained by the office of the Chief of Police.
  - B. Supervisory and Command personnel are responsible to securely maintain appropriate records of all informal complaints.

### **52.1.3 Direct Access to Chief of Police**

- I. The Operations Bureau Deputy Chief is responsible for the Internal Affairs component, and reports directly to the Chief of Police.

### **52.1.4 Registering Complaints – Procedures**

- I. The Renton Police Department will make available to the general public the Police/Citizen Complaint form (RPD073). The form may be obtained from any supervisory or command officer or at the Front Counter.
- II. The form will briefly describe the responsibilities of the complainant and the investigation process.
- III. All employees will be furnished a copy of the General Orders and should make themselves aware of the provisions.

### **52.1.5 Internal Investigations – Annual Summary**

- I. The Deputy Chief will compile an annual statistical summary report based on the records of Internal Affairs investigations. Copies of the statistical summary will be disseminated to the Chief of Police for appropriate distribution, including the Accreditation Files. The report will be made available through the Chief of Police to the public, City officials and Department employees upon request.

### **52.2.1 Complaints – Assignment**

- I. The Chief of Police is responsible for the Internal Affairs function, delegating responsibility to the Operations Bureau Deputy Chief. The Operations Bureau Deputy Chief is responsible for:
  - A. Recording, registering, and controlling the investigation of complaints against department members:
    1. Upon receipt of a complaint, the Deputy Chief will review the complaint, enter the complaint in the Complaint Log and obtain a log number, check the Complaint Log for any similar complaints and notify the Chief of Police of the allegations.
    2. The Deputy Chief will determine if the investigation is to be handled by the principal member's supervisor or other departmental personnel with specific expertise relating to the allegation. In the case of a criminal allegation, the Chief of Police will determine if the investigation is to be assigned to the Investigations Division or elsewhere.
  - B. Supervising and controlling the investigation of alleged or suspected misconduct within the department.
    1. Deputy Chief will assign complaints and allegations of misconduct for investigation;

2. Division Commanders will ensure investigations are promptly adjudicated to ensure the integrity of the department and its members;
  3. When the investigation is completed, it will be forwarded to the appropriate chain of command for staff review.
- C. Maintaining the confidentiality of the internal affairs investigation and records:
1. The Administrative Secretary will maintain the Complaint Log and Investigation Files, permitting no access to them, except as authorized by the Chief of Police.
- II. The following types of investigations may be conducted as part of an Internal Affairs function:
- A. Informal investigation may be conducted on complaints determined to be informal primarily based upon the nature and complexity of the allegation(s). Incidents that are of a less serious nature should be reported to the member's division commander in a timely manner, which would normally be within 24 hours, except on weekends.
- Informal Investigation:
1. May be conducted on less serious allegations of misconduct where the supervisor or command officer has the option to handle the complaint at the lowest level of supervision;

2. May be conducted on complaints in which the complainant does not wish to sign a formal complaint.
  3. Examples of complaints that may be classified as informal include but are not limited to:
    - a. Failure to take proper police action;
    - b. Slow or no response;
    - c. Poor demeanor.
- B. Formal investigations are determined to be formal primarily based upon the nature and complexity of the allegation. Formal complaints against employees will be directed immediately to the member's division commander or manager via the chain of command. Division Commanders will notify the Deputy Chief who will forward the complaint to the Chief of Police.

Formal Investigation:

1. Will be conducted on all signed Police/Citizen Complaints;
2. Will be conducted on serious allegations of misconduct;
3. Examples of complaints or allegations that may be determined as formal include but are not limited to:
  - a. Allegations of violations of law;
  - b. Allegations of brutality of misuse of force;

- c. Civil rights violations.
  - C. Formal investigations will be reviewed by those responsible for the Internal Affairs function, the Deputy Chief and the Chief of Police. Review of informal investigations is the responsibility of the respective supervisor of the person investigating the complaint.
- III. Investigation – The primary responsibility for the proper completion of investigation of all allegations of employee misconduct lies with the Deputy Chief.
  - A. As a general policy, all informal investigations are handled by the line supervisor. Any formal or informal complaints or inquiries may be investigated by a line supervisor.
  - B. The individual assigned as the investigator will be one of the following persons:
    - 1. The accused employee’s supervisor;
    - 2. A member of the Investigations Division;
    - 3. Anyone else the Chief may designate.
  - C. The investigating officer will commence his investigation on the basis of the complaint.
    - 1. If during the investigation of the initial complaint it is disclosed that other misconduct may have taken place, this misconduct will also be investigated, reported upon, and adjudicated.

2. The investigator assigned will investigate and report all aspects of the case in a manner which is fair and impartial to all persons.
  3. The investigator will be responsible for informing the Division Commanders of the continuing developments in the investigation to determine whether to:
    - a. Retain the accused employee in current assignment;
    - b. Excuse the accused employee from duty;
    - c. Assign the accused employee to some other duty where there is close supervision and limited contact with the public or other police personnel.
  4. The investigator will complete the investigation and submit the report in a timely manner with a goal of completing the process within the 30-day limit.
- D. The investigator's final report to Internal Affairs for informal investigations will be completed in accordance with General Order 52.1.3.
- E. The investigator's final report to Internal Affairs on formal investigations will contain:
1. A written summary report which includes:
    - a. The Internal Affairs number;
    - b. The nature of complaint;

- c. The name(s) of employee(s) involved;
  - d. The allegations summary (concise, but a complete synopsis of the allegations);
  - e. Investigation – including a chronological summary of the investigation;
  - f. Findings of fact – including, by numerical listing, a summary of findings of fact.
- 2. Statements – interviews and letters of employees, citizens, and witnesses;
  - 3. Reports – copies of all related reports;
  - 4. Correspondence – copies of any memos or formal letters related to the investigation.
- IV. Staff Review of Internal Affairs Investigations
- A. After the investigation of formal complaints is completed, the case file will be forwarded to the involved employee's chain of command for staff review.
  - B. The first line supervisor will review the case, make his disposition and penalty recommendations, when applicable, and forward the file to his Division Commander for review.
  - C. The Division Commander will review the case, make the recommendations, and forward the file to the Deputy Chief.

- D. The Deputy Chief will review the case, make recommendations, and forward the file to the Chief of Police for final review and final adjudication.
- E. The final disposition of each allegation in a complaint will be classified in one of the ways outlined in General Order 52.2.8.
- F. Upon approval of the Chief of Police, the Internal Affairs' assigned component will send a letter to the reporting party, and notify the employee through the chain of command as to the disposition.
- G. The completed investigation will then be considered closed, and filed numerically.

#### **52.2.2 Complaints – Notifying the Chief of Police**

- I. All complaints against the department or department personnel shall be directed to the member's division commander or manager via the chain of command. Division commander and manager will notify the Deputy Chief when such complaints are brought to their attention. The Deputy Chief will, in turn, forward to the Chief of Police information about the complaint and how it was received.

#### **52.2.3 Complaint Investigation – Time Limits**

- I. To achieve a speedy resolution to internal affairs issues, an Internal Affairs investigation will generally be completed within 30 days. A verbal status report will be given to the Chief of Police at least weekly.

- II. In cases where extenuating circumstances exist, the time limit may be extended by the Deputy Chief with approval of the Chief of Police.

#### **52.2.4 Complainant Notification of Status of Investigation**

- I. The Renton Police Department will keep the complainant informed concerning the status of a complaint.
  - A. Complainants signing a formal complaint form (RPD073) will be furnished a copy of the complaint form. The form briefly describes the responsibilities of the complainant and the actions to expect of the Renton Police Department.
  - B. Periodic status reports will be communicated to complainants signing a formal complaint, although the degree of specificity of the status report is at the discretion of the investigator;
  - C. A letter approved and signed by the Chief of Police will be sent to the complainant informing him/her of the final disposition of their formal complaint.

#### **52.2.5 Notification of Allegations and Rights**

- I. Affected employees who become the subject of an internal affairs investigation will be notified in writing:
  - A. That they have become the subject of an internal affairs complaint;
  - B. The allegation(s) against the employee;

- C. The employee's rights and responsibilities relative to the investigation.
- II. The principal member of the investigation will be furnished a copy of the complaint. Affected employees will be afforded all protections under State law, Civil Service, City Ordinance, and the Officer's Bill of Rights as agreed upon between the City of Renton and the Renton Police Guild.

**52.2.6 Conditions for Additional Investigation**

- I. Evidence collection for investigations involving Renton Police Department employees will be conducted in accordance with state law, and the current applicable labor agreement between the City of Renton and the Renton Police Guild.
- II. Additional investigation may be required during the course of such investigation. The following may be requested of the principal department member upon the approval of the Chief of Police or his designee:
  - D. Medical or laboratory examinations;
  - E. Photographs of the affected employee(s);
  - F. Directing the employee to participate in a lineup;
  - G. Requiring an employee to submit financial disclosure statements, records;
  - H. Use of instruments for the detection of deception, including polygraph.

### **52.2.7 Internal Investigations – Relief from Duty**

- I. Supervisors or command officers may temporarily relieve an employee from duty with pay, under the following circumstances:
  - A. The employee is unfit for duty due to physical or psychological reasons (i.e. intoxication, etc.).
  - B. Supervisors or command officers may temporarily relieve an employee from duty, with pay, in response to serious performance related issues, or actions pending disposition of an internal affairs investigation.
- II. An employee relieved from duty will be required and directed to report to the Deputy Chief, or his designee, at 0900 hours the next day. The supervisor or command officer relieving the employee from duty will also report to the Chief of Police with all the necessary reports. The Deputy Chief with the approval of the Chief of Police may extend the relief from duty as required by the circumstances.
- II. In all cases where an employee is relieved of duty under this General Order, the employee's Supervisor, Division Commander, Deputy Chief, and CDO (Command Duty Officer) will be notified as soon as possible.

### 52.2.8 Internal Investigations – Conclusion of Fact

- I. An assessment of each allegation of employee misconduct shall be made and classified as one of the following based on the factual findings of the investigation.
  - A. Exonerated – The alleged act occurred, but was justified, legal and proper;
    1. Proper conduct – The allegation is true. The action of the agency or the employee was consistent with agency policy, and the complainants suffered no harm;
    2. Policy Failure – The allegation is true, though the action of the agency or the employee was consistent with agency policy. The complainant suffered harm.
  - B. Sustained – The accused employee committed the allegation of misconduct.
  - C. Not Sustained – The investigation produced insufficient information to clearly prove or disprove the allegation.
  - D. Unfounded – The alleged act did not occur.
  - E. Misconduct not based on the original complaint – This is used to indicate the discovery of sustained acts of misconduct that were not alleged in the original complaint. The new allegations are investigated under the same procedures.

### APPENDIX D – MEDICAL RELEASE

APPENDIX D – MEDICAL RELEASE

I, \_\_\_\_\_, hereby release  
Dr. \_\_\_\_\_ to provide the following  
medical information to my employer. In accordance with  
sections 102(c)(B), 102(c)(C) and 102(c)(4)(C) of the Americans  
with Disabilities Act, the above-named doctor is required to  
maintain all medical records in association with the examination  
of me on separate forms and in separate medical files and must  
treat those records as a confidential record with the following  
exceptions:

The above-named doctor may advise my employer  
regarding:

Psychological or physical fitness to perform all the essential  
functions of my current job classification;

If unable to perform all those functions, the duties that I am able  
to perform and which duties I am not able to perform;

If unable to work at this time, when I can reasonably be  
expected to return to work at my regular duties;

Any necessary restrictions on my work or duties;

Any necessary accommodations which may be required to allow  
me to perform the essential functions of my current job  
classification; and

Any recommendation for psychotherapy or other form of  
therapy, counseling and/or medical treatment.

This Release is intended to grant no further access to my  
confidential medical records than the Americans with Disabilities  
Act allows, and the examining physician is instructed  
accordingly.

\_\_\_\_\_  
PATIENT

\_\_\_\_\_  
DATE

**Memorandum of Understanding  
Between  
The City of Renton (CITY)  
And  
Renton Police Officers' Guild (GUILD)**

**RE: Commissioned Extra-Duty Compensation**

---

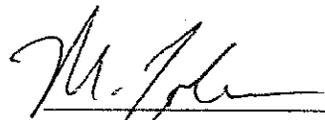
The City of Renton and the Renton Police Officers Guild are parties to a collective bargaining agreement (CBA). The parties agree that the provisions set forth in this MOU are to be read as a supplement to the provisions in that CBA.

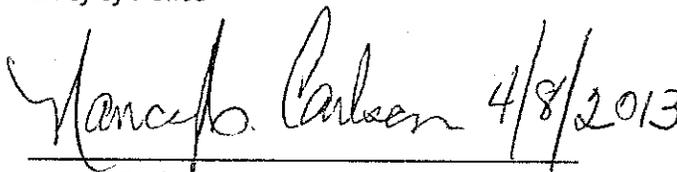
In order to ensure that officers who engage in extra-duty employment as Renton Police Officers have adequate liability coverage, the City will charge extra-duty employers \$47.20 per hour for general security work and \$63.91 per hour for higher risk work. Examples of higher-risk work are traffic flagging, venues serving alcohol, and live music events.

The Officers in turn will be paid by the City for extra-duty work at a rate of \$40.00 per hour for general security work, and \$54.16 per hour for higher risk work.

This new compensation rate will be effective on May 1, 2013.

  
\_\_\_\_\_  
Kevin Milosevich                      4/8/13  
Chief of Police                      Date

  
\_\_\_\_\_  
Mark Coleman                      04-13-2013  
President, Renton Police Officers' Guild                      Date

  
\_\_\_\_\_  
Nancy Carlson                      4/8/2013  
Administrator, Human Resources and Risk Management                      Date

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