

AGREEMENT

By and Between

CITY OF RENTON

and

**NON-COMMISSIONED EMPLOYEES OF THE
RENTON POLICE OFFICERS' GUILD**

January 1, 2010 – December 31, 2012

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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 Officers' Guild, Non-Commissioned hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Renton Police Department.

It is intended that 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

Section A. The Employer recognizes the Guild as the exclusive representative of all non-commissioned employees for the purpose of bargaining with the Employer. A non-commissioned employee is defined as outlined in RCW 41.56.030(2). The Guild represents those classes listed in Appendix A.

Section B. 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.

Section C. 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.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

Section A.

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.

Section B. Union Security

1. 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.
2. 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.
3. Any employee failing to comply with subsections B.1 or B.2 of this Article shall, as a condition of continued employment, pay each month a service charge equivalent to regular Guild dues

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to the Guild as a contribution toward the administration of this Agreement.

4. 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.
5. 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 requirements 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.

Section C. Union Officials' Time Off.

1. 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 reasonable notification is given. Representatives assigned to graveyard shift may be released by 2300 hours with supervisor's approval when necessary to attend such meetings.
2. 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

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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.

3. The Employer retains the right to restrict time off under subsections 1 and 2 above if an emergency exists or when such time off would unreasonably impact departmental operations.

Section D. 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

Section A. Personnel Reduction.

1. Seniority is determined by the employee's 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.
2. Whenever it becomes absolutely necessary through lack of finances, lack of work, reorganization, abolishment of position within classification, or other reasonable and articulable purposes to reduce the number of employees in the bargaining unit, such reductions shall be carried out by classification in the following order:
 - a. Temporary employees
 - b. Probationary employees
 - c. Regular employees in reverse order of seniority within the classification; the one with the least seniority being laid off first
3. If a laid-off employee has previously worked in another job classification within the bargaining unit, and has more seniority than the least senior employee in that job

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classification, he/she may exercise the right to replace (bump) that employee.

4. An employee may be recalled and reinstated in order of seniority to a classification from which they are laid off or has previously worked for up to two (2) years from the date of layoff.

Section B. Vacancies and Promotions.

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

Section C. Personnel Files.

1. 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

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from the file unless the employee is furnished a legible copy of same. Such papers shall also be made available to the elected or appointed officers of the Guild at the request of the affected employee.

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 is 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 the employee's written request) after a maximum period of two (2) years if there is no recurrence 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 (5) 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.

Section D. Rehires.

In the event a certified employee leaves the service of the Employer due to reduction in force and within the next two (2) 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.

Section E. Probation.

Probation periods for employees newly hired into the bargaining unit shall not exceed one (1) year. 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 (1) 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.

Section F. Non-Discrimination.

The Employer and the Guild agree that neither shall unlawfully discriminate against any person because of race, color, religion, sex, age, marital status, national origin, or physical, mental, or sensory handicaps 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 AND OVERTIME

Section A. Hours of Duty.

1. The required hours of duty for employees in the bargaining unit shall be 2080 hours per year, based on a work week of: five (5) consecutive days on duty followed by two (2) consecutive days off duty (5/2) unless otherwise provided in this Article.
2. The work week for all or some employees may be revised upon mutual agreement between the Guild and Police Administration. Mutual agreement on revised work schedules shall be documented in written format and a copy sent to the Human Resources & Risk Management Administrator.
3. The rotation of personnel between shifts 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 notification shall occur no later than fifteen (15) calendar days prior to the personnel rotation, except when such employees are probationary employees, or waive this provision in writing, or when such rotations are needed due to a bona fide law enforcement emergency.

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The schedules shall be:

4. Jailers and Jail Sergeants shall work three (3) consecutive days on followed by three (3) consecutive days off (3/3 twelve (12) hour schedule). 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.

Employees assigned to a 3/3 twelve (12) hours shift shall receive a schedule adjustment pay of 5.24% of base wage per month. This schedule adjustment pay reflects the addition of 109 hours worked per employee (2189 total hours per year).

5. Electronic Home Detention Officer(s) (EHD) shall work a 9/80 schedule.
6. Evidence Technician(s) shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off.

If for any reason either the EHD or Evidence Technician(s) fall below the staffing level of two (2) officers for an extended period of time their schedule shall revert back to a 5/2 schedule.

7. Shift assignments for Police Service Specialists shall be made by bidding by seniority as defined in Article 3, Section A, Number 1. Police Service Specialists shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off.

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8. Animal Control Officers shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off.
9. The full time Parking Enforcement Officer(s) shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off.
10. Police Secretaries shall work a 9/80 schedule. If staffing is less than three (3) employees for an extended period then the Police Secretaries will revert back to a 5/2 schedule. (5 consecutive, eight (8) hour days on, two (2) consecutive days off, Monday through Friday).
11. Community Program Coordinators shall work a 9/80 schedule.
12. The Domestic Violence Victim's Advocate shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off. Days off shall include Saturday and Sunday.
13. The Crime Analyst shall work four (4) consecutive ten (10) hour days on, followed by three (3) consecutive days off. Days off shall include Saturday and Sunday.

Section B. Overtime.

1. 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. Overtime will not be paid for

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hours in excess of a scheduled shift resulting from a regularly scheduled shift rotation.

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.
3. All employees shall be paid time and one-half for each hour worked in excess of forty (40) hours in one week, provided, these overtime hours have not already been paid under Section B.1 above.
4. Overtime, except for training, shall be voluntary, provided that if there are not enough volunteers to meet public safety requirements, overtime shall be mandatory.
5. Employees may not accumulate less than fifteen (15) minute increments of overtime.
6. In recognition of Fair Labor Standards Act (FLSA) guidelines, overtime shall be computed on the base pay of the employee and shall include any premiums as described in Article 6 of this Agreement in calculation of the overtime rate.

Section C. Overtime Minimums.

In the event overtime is not in conjunction with 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

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when section 4.B.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.

1. Three (3) hours for any court or related hearing located in Renton.
2. Four (4) hours for any court or related hearing outside the City of Renton.
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. Two (2) hours for any other unspecified overtime including in-person meetings with the prosecutor's office or defense counsel

Section D. 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 and use of such time is approved by the Administrative Officer or Officer officially acting in that capacity.

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

Section E. 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.

Section F. Compensation for Training.

1. The Employer shall have a reasonable obligation to attempt to schedule training during the employee's regular shift.
2. Training On a Scheduled Work Day, Not Requiring Overnight Accommodations:

If the scheduled off-site training day exceeds six (6) hours and occurs on the employee's workday, the hours of training shall constitute an entire workday, regardless of the employee's hours of duty:

The employee agrees to waive any overtime resulting from attendance at any training school or session on a scheduled

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workday provided that the affected employee is relieved of all police duties as follows:

- (a) When the training occurs on the first scheduled workday of the shift, the employee shall be relieved of duty sixteen (16) hours following the conclusion of the training.
- (b) When the training occurs on the last scheduled day of the work shift, the employee shall be relieved eight (8) hours prior to reporting for training.
- (c) When the training occurs on all days between the first and last scheduled days of the work shift, the employee shall be relieved eight (8) hours prior to and sixteen (16) hours following the training session, except that employees working day shift may be required to report to work twelve (12) hours following the training session.

3. Training Requiring Overnight Accommodations:

Employees who attend training that requires overnight accommodations shall be paid at the straight time rate for all travel and lodging time associated with the training with a maximum of eight (8) hours per day, 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.

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4. Per diem: Members shall receive per diem as follows;
- (a) \$8 for Breakfast; \$12 for Lunch; \$17 for Dinner
 - 1. If at any time during this contract period, the City policy reflects a higher allowed per diem amount, the higher amount will be implemented.
 - (b) Members will receive the full per diem regardless of what they actually spend.
 - (c) Receipts are not required to receive the per diem.
 - (d) Per diem may be paid in advance.
 - (e) If a meal is included as part of a conference or seminar registration, the per diem amount for that meal is deducted from the daily rate (for example, per diem less lunch: \$37.00 - \$12.00 = \$25.00).

Section G. Early Release.

- 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 (2) graveyard shifts or following a graveyard shift, shall be relieved from duty at least eight (8) hours prior to having to report to duty without loss of time or overtime minimums.
- 2. Employees working the 3/3 twelve (12) hour schedule who appear in court five (5) hours or more between two (2) graveyard shifts may be relieved from duty until 2300 hours on the night after appearance, without loss of time or court overtime minimums.

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3. It is the Employer's desire to not have an employee work more than sixteen (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 sixteen (16) hours in a workday.

4. Non-Commissioned personnel called into work prior to the beginning of their normal scheduled hours shall be allowed to start their regularly scheduled shift at the time called in. Work hours spent on the time called in will be at the overtime rate. Once the call 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 shift time hours will be paid at the straight time rate.

ARTICLE 5 - SALARIES

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

Section B. 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.

ARTICLE 6 - ALLOWANCES AND PREMIUMS

Section A. Clothing Allowance.

1. Community Program Coordinators, Crime Analyst, and Domestic Violence Victim's Advocate shall receive \$550 per year as clothing allowance.
2. 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 an 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.
3. 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.
4. In the event that the Employer should change the clothing which is required by Resolution 1669 dated March 2, 1970, during the life of the Agreement, employees so affected by such changes shall be reimbursed for the entire cost of three (3) issues of such new clothing.

Section B. Quartermaster System.

A quartermaster system shall be in effect for employees who wear department 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:

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. Such required uniforms or like clothing once approved by the Chief of Police or designated appointee may be purchased by the employee and be reimbursed by the quartermaster system.
2. Optional uniforms and equipment may be purchased by the employees at their own request.
3. Required and optional uniforms and equipment shall be replaced without cost to the employee when they become unserviceable which may be determined by the immediate supervisor or the training coordinator.

Section C. Uniform Cleaning.

The Employer will provide those non-commissioned employees participating in the quartermaster system with contract cleaning services at the rate of two (2) cleanings per work week/cycle to an annual maximum of \$6,000.00 for the entire group of non-

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commissioned employees participating in the quartermaster system.

Section D. Hazardous Duty Pay.

Hazardous duty pay in addition to regular pay shall be granted to certain employees in accordance with the following schedule:

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

Section E. Premium Pay

1. Police Service Specialists and Jailers who are assigned to train or supervise new employees (Field Training Officers – FTO's) shall be compensated with a 4% premium, starting January 1, 2011.

Such training premium shall not be received by the Lead Police Service Specialist, Police Services Specialist Supervisor or Jail Sergeants.

2. Bargaining unit members who pass a City approved examination for interpreters will be compensated at the rate of two percent (2%) 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 three (3) certified interpreters shall receive bilingual compensation at any one time.

Section F. 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 within 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.

Section G. 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.

Section H. Physical Fitness.

In recognition of an employee's personal time expended to maintain a level of fitness, the following program shall apply:

1. Non-commissioned employees who pass the Correctional Officer's entry-level physical fitness test shall receive a fitness incentive premium for a period of one (1) year following the successful test. The test is voluntary and will be offered at least three (3) times each year.
2. The testing dates/times shall be posted on or before February 1st of each year. The City can combine testing with the Commissioned unit.

3. Employees who comply with the above shall be compensated with an additional three percent (3.0%) of base pay, in the form of deferred compensation.

ARTICLE 7 - SICK LEAVE

Section A. Sick Leave.

1. Sick leave benefits under this paragraph will begin accrual upon employment with the award of twenty-four (24) hours of sick leave. Upon completion of the third month of employment, an additional twenty-four (24) hours of sick leave will be awarded. Upon completion of the sixth month of employment, sick leave will accrue at the rate of one (1) day per month to a maximum of one hundred thirty-two (132) days (1056 hours).
2. The Employer will cash out at the rate of 50% all sick leave accrued (but not used) over 520 hours, by December 31 of each year for employees submitting a written request. These amounts, by employee request, may 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.
3. Cash payment for sick leave accrued in accordance with subsection two (2) will not be made upon an employee's death, retirement, or voluntary separation.

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4. Employees using three (3) days or less of sick leave in any calendar year shall receive one (1) day off with pay the following year.

5. Employees shall be entitled to utilize 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.

Section B. Funeral 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, 9 hours, 10 hours, 12 hours). Immediate family shall consist of spouse, son, daughter, stepchildren, mother, stepmother, father, stepfather, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and/or grandchildren. Paid time off for funeral leave shall not be considered sick leave.

Section C. 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

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exempted from this light duty requirement if under the advice of his/her physician.

Employees who are working the 3/3 twelve (12) hour schedule, shall stay on a twelve (12) hour schedule and will retain their schedule adjustment pay of 5.24%. However, their actual hours of duty may change to better utilize their skills in a light duty assignment.

ARTICLE 8 - HOLIDAYS

Section A. The following days shall be observed as legal holidays:

1. January 1 (New Year's Day)
2. Last Monday in May (Memorial Day)
3. July 4 (Independence Day)
4. First Monday in September (Labor Day)
5. November 11 (Veteran's Day)
6. Fourth Thursday in November (Thanksgiving)
7. The Friday following the fourth Thursday in November (day after Thanksgiving)
8. December 25 (Christmas)
9. 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.
10. Any other day proclaimed by executive order and granted to other City employees.

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

1. Thanksgiving Day
2. Christmas Day

ARTICLE 9 - TUITION REIMBURSEMENT

Section A. 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 and; (2) that the employee has received a grade of "C" or better or "pass" in a pass/fail grading system and; (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.

Section B. Reimbursement in accordance with Section A above shall be made only in the event no funds are available from other public funding sources to pay education costs. Any employee reimbursed by the Employer as provided in Section A who fails to successfully complete any term or course shall repay the full

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reimbursement amount to the Employer within ninety (90) days of the end of the term or course. Should an employee fail to repay the Employer within ninety (90) days, the Police Guild will assume responsibility for immediate repayment to the Employer. If an employee terminates employment within the ninety (90) day period, the amount owed the Employer shall be deducted from his/her final paycheck.

ARTICLE 10 - EDUCATIONAL INCENTIVE

Section A. Premium pay shall be awarded as an educational incentive to employees in the bargaining unit in accordance with Appendix B of this Agreement.

Section B. 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 ninety (90) quarter or sixty (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

Section A. Accrual of Personal Leave.

Employees shall accrue paid personal leave time in accordance with the following schedule whenever they are on paid employment status:

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<u>Length of Service</u>	<u>Hours/Month Accrual</u>
0 through 5 years	16
6 through 10 years	20
11 through 15 years	22
16 through 20 years	24
21 and subsequent years	26

Maximum accumulation of personal leave time shall not exceed 536 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.

Section B. Personal Leave Time

Shall be subject to the following rules:

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

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

Section C. Scheduling and Using Personal Leave Time.

The following rules shall govern the scheduling and usage of personal leave time.

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1. The minimum personal leave allowance to be taken by an employee shall be one (1) hour.
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.
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 5.a below) to have been submitted on January 14 of that year.
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.

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.

Section D. 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.

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.

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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.
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.
4. The Employer agrees not to cancel an approved vacation bid except in the event of an extreme emergency condition.
5. For purposes of this section, "penalty" shall refer to the overtime pay provisions of Article 4.

Section E.

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

Section A. Employees shall receive premium pay for longevity in accordance with Appendix B of this Agreement.

Section B. Longevity allowance shall be payable on the first payday following the anniversary of the employee.

ARTICLE 13 - PENSIONS

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

ARTICLE 14 - INSURANCES

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 Employee's 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.

Section A. Health Insurance

1. Participation

The City and the Local/Union/Guild agree to jointly manage the REHP during the term of this agreement. The REHBT is

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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.

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.

3. Premiums

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

YEAR	CITY	EMPLOYEES
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+

4. Projected Costs

In August of each year the REHBT will meet to review the actual costs of the Plan from July 1st of the previous year through June 30th of the current year. The actual cost together with any projected increase to the REHP shall be used by the REHBT to determine the total premium cost for the following year.

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.

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

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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.

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.

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.

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.

Section B: Life Insurance

The Employer shall furnish to the employee a group term life insurance policy in the amount of the employee's annual salary, to nearest \$1,000, 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.

Section C. 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.

Section D. 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.

Section E. Long Term Disability

All employees will be enrolled in a city-sponsored long-term disability plan with a benefit equal to 60% of base salary after a maximum waiting period of ninety (90) calendar days or exhaustion of sick leave--whichever is longer. The Employer will pay the premiums necessary to fund the benefits of the plan.

Section F. Indemnify and Defend

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

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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.

Section G. 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.

ARTICLE 15 - BILL OF RIGHTS

Section A.

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 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 employees 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.

Section B. Bill of Rights.

1. 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

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discipline, the Renton Police Officers' Guild shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights".

2. Non-probationary employees who become the subject of an internal investigation shall be advised in writing at least twenty-four (24) hours prior to the interview that he/she is suspected of:
 - a. committing a criminal offense;
 - b. misconduct that would be grounds for termination, suspension, or other disciplinary actions; or,
 - c. that he/she may not be qualified for continued employment with the Department.

3. Any employee who becomes the subject of an investigation may have legal counsel or a Guild representative present during all interviews. 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. In any investigation that may lead to discipline, the employee is entitled to have Guild representation to the extent permitted by law.

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

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5. The employee shall be informed in writing as to whether he/she is a witness or suspect. If the employee is a suspect, he/she shall be apprised in writing of the allegations of such complaint twenty-four (24) hours before any interview commences. Allegations are defined for the purpose of notification as the specific General Orders in violation. General Order 52.1.6 shall govern the notification process (see Appendix C).
6. 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.
7. The employee or Employer may request that a formal investigation interview be recorded, either mechanically or by a stenographer. 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 will be furnished a copy of the completed investigation seventy-two (72) hours prior to any pre-disciplinary Loudermill hearings
8. 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

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intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

9. All interviewing shall be limited in scope to activities, circumstances, or events, which pertain to the employee's conduct or acts which may form the basis for disciplinary action under one or more of the categories contained in Item 2 herein.
10. 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.
11. Upon the completion of the investigation and upon request, a copy of the entire file shall be provided to the employee.
12. 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).
13. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which

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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, or to answer questions for which he/she might otherwise invoke the protections of any constitutional amendment against self-incrimination.

14. 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.
15. 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. Investigations of members by the Employer shall be completed in a timely manner with a goal of completion within thirty (30) days.

Section C. Drug and Alcohol Testing

1. 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

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expect persons employed by the Employer will be free from the effects of drugs and alcohol.

2. Before an employee may be tested for drugs, the Employer shall have individualized reasonable suspicion based on objective facts and reasonable inferences drawn therefrom, that a particular employee has engaged or is engaged in the use of illegal drugs and/or abuse of legal drugs (including alcohol).
3. 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.)
 - a. Drug Testing
 - i. An initial drug screen shall be performed using the Immunoassay (IA) method.
 - ii. Any positive results on the initial drug-screening list shall be confirmed through use of Gas Chromatography/Mass Spectrometry.
 - iii. 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).
 - iv. 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.

b. 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.

c. Confirmation of Test Results

- i. 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.
- ii. 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.
- iii. 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 16 - MANAGEMENT RIGHTS

Section A. 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.

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

1. to recruit, assign, transfer, and promote members to the positions within the Department;
2. to suspend, demote, discharge, or take other disciplinary action against members for just cause;
3. to 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;
4. to determine methods, means, and personnel necessary for Departmental operations;
5. to control the Department budget;
6. to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department;

7. to determine classification, status, and tenure of employees;
8. to perform all other functions not limited by this Agreement.

ARTICLE 17 - 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.

Section A. Definitions.

1. Grievance: Any issue relating to interpretation, application, or enforcement of any provision contained in this Agreement.
2. Issue: Any dispute, complaint, problem, or question arising with respect to working conditions or employer-employee relations of any nature or kind whatsoever.
3. Guild Representative: A Guild member designated by the Guild President as a bargaining representative.

Section B. 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 employees and/or Guild Representative shall submit the grievance/issue in writing to the Division Commander/Manager 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/Manager 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

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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

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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.

Section C. 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 18 - PERFORMANCE OF DUTY

Section A. 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.

Section B. The parties recognize and agree to abide by the provisions of RCW 41.56.120.

ARTICLE 19 - RETENTION OF BENEFITS

Section A. 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.

Section B. 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 20 - PAY DAYS

Section A. 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 10th and 25th day of each month. If the 10th or 25th day of the

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month falls on a holiday or weekend period, the employees shall be paid on the last business day prior to that period.

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

Section B. 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 21 - SAVINGS CLAUSE

Section A. 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.

Section B. 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, lay offs, etc.) and Civil Service does, then Civil Service

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shall prevail; (b) to the extent the labor agreement does address a matter (e.g., discipline, seniority, lay offs, 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 changes(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.

Section C. 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.

Section D. 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.

Section E. 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 22 - ENTIRE AGREEMENT

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

Section B. 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 23 - DURATION OF AGREEMENT

DURATION OF CONTRACT: JANUARY 1, 2010 - DECEMBER 31, 2012

Signed this 2 day of December, 2010 at Renton, Washington.

CITY OF RENTON



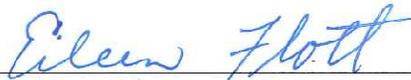
Denis Law, Mayor



Kevin Milosevich, Police Chief



Nancy Carlson, HRRM Administrator



Eileen Flott, HR Manager



Timothy Troxel, Deputy Chief



Janelle Tarasewicz, HR Analyst

**RENTON POLICE GUILD
(NON-COMMISSIONED)**



Mark Coleman, President



Terri Vickers, Member



Thomas Wilkinson, Member



Darrell Pilat, Member



Augustine Abrams, Member

ATTEST:



Bonnie I. Walton, City Clerk

Approved as to legal form:



Lawrence J. Warren, City
Attorney

APPENDIX A

Section A.

1. Effective January 1, 2010, the base wages for all positions in the bargaining unit shall be the same as the wages in place in 2009.
2. Effective January 1, 2011, base wages shall be increased by 1% above the wages in place in 2010.
3. Effective January 1, 2012, the base wages shall be increased by 2.5% above the wages in place in 2011.

Section B. Effective January 1, 2010, the salary schedule shall be as follows:

	12 Mos. Step A	12 Mos. Step B	12 Mos. Step C	12 Mos. Step D	49+ Mos. Step E
Parking Enforcement Officer	2781	3023	3361	3734	3916
Police Secretary	3089	3336	3671	4040	4239
Police Service Specialist	3299	3562	3921	4314	4527
Police Service Specialist Lead	(7.5% over Step E of Police Service Specialist)				4867
Police Service Specialist Supervisor	(15.% over Step E of Police Service Specialist)				5206

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Animal Control Officer	3576	3866	4252	4676	4909
Jailer	3576	3866	4252	4676	4909
Jail Sergeant	(15% over step E of Jailer)				5645
Evidence Technician	3791	4092	4504	4955	5209
Electronic Home Detention Jailer	3974	4290	4723	5192	5450
Police Community Program Coord.	4028	4352	4781	5155	5414
Domestic Violence Victim Advocate	3760	4084	4540	4989	5253
Crime Analyst	4028	4352	4781	5155	5414

Section C. Accreditation Premium. The Employer shall contribute three percent (3.0%) of the employee's base wage into the deferred compensation plan for each employee as a premium for accreditation of the police department, and shall remain in effect throughout the life of this Agreement.

APPENDIX B

Employees shall receive longevity pay according to the following scale:

- Completion of 5 years – 2%
- Completion of 10 years – 4%
- Completion of 15 years – 6%
- Completion of 20 years – 10%
- Completion of 25 years – 12%

Employees shall receive educational pay according to the following scale:

- AA Degree/90 credits – 4%
- BA/BS Degree/Masters – 6%

APPENDIX C

SUBJECT: INTERNAL AFFAIRS - ADMINISTRATION

This order consists of the following numbered sections:

- 52.1.1 Complaints - Investigation**
- 52.1.2 Direct Access to the Chief of Police**
- 52.1.3 Complaints - Notifying the Chief of Police**
- 52.1.4 Complaint Investigation Time Limits**
- 52.1.5 Complainant Notification of Status of Investigation**
- 52.1.6 Notification of Allegations and Rights**
- 52.1.7 Conditions for Additional Investigation**
- 52.1.8 Internal Investigations - Relief from Duty**
- 52.1.9 Internal Investigations - Conclusion of Fact**
- 52.1.10 Internal Investigations - Records**
- 52.1.11 Internal Investigations - Annual Summary**
- 52.1.12 Internal Investigations - Registering Complaint Procedures**

52.1.1 Complaints - Investigation

- I. All complaints against the agency or its employees 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.

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II. The Chief of Police is responsible for the Internal Affairs function, and delegates responsibility to the Deputy Chief. The 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;

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3. When the investigation is completed, it will be forwarded to the appropriate chain of command for staff review.

C. Maintain 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.

III. 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.

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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. Breach of civil rights.
 - 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.
- IV. 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:
 - The accused employee's supervisor;
 - 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,

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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:

Retain the accused employee in current assignment.

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 52.1.4.

E. The investigator's final report to Internal Affairs on formal investigations will contain:

1. A written summary report which includes:

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- 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.

V. 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.

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- 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 52.1.9.
- 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.

52.1.2 Direct Access to Chief of Police

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

52.1.3 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.

52.1.4 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.

52.1.5 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.

52.1.6 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.

52.1.7 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 Officer's 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:
 - A. Medical or laboratory examinations;
 - B. Photographs of the affected employee(s);
 - C. Directing the employee to participate in a lineup;
 - D. Requiring an employee to submit financial disclosure statements, records;
 - E. Use of instruments for the detection of deception, including polygraph.

52.1.8 Internal Investigations - Relief From Duty

- I. Supervisors or command officers may temporarily relieve an employee from duty with pay, under the following circumstances:

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- 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.
- III. 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.

52.1.9 Internal Investigations - Conclusion of Fact

- I. An assessment of each allegation of employee misconduct shall be made and classified as one of the following.
 - A. Exonerated - The alleged act occurred, but was justified, legal and proper;

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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.

52.1.10 Internal Investigations - Records

- 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 the confidentiality of these records are protected.

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- 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.

52.1.11 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.

52.1.12 Registering Complaint 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.

APPENDIX D

MEDICAL RELEASE	<p>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:</p> <p>The above –named doctor may advise my employer regarding:</p> <p>Psychological or physical fitness to perform all the essential functions of my current job classification;</p> <p>If unable to perform all those functions, the duties that I am able to perform and which duties I am not able to perform;</p> <p>If unable to work at this time, when I can reasonably be expected to return to work at my regular duties;</p> <p>Any necessary restrictions on my work or duties;</p> <p>Any necessary accommodations which may be required to allow me to perform the essential functions of my current job classification; and</p> <p>Any recommendation for psychotherapy or other form of therapy, counseling and/or medical treatment.</p> <p>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.</p> <p>_____</p> <p>PATIENT</p> <p>_____</p> <p>DATE</p>
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