

ORDINANCE No. **110860**

COUNCIL BILL No. **103371** <sup>WP</sup>

*Law Department*

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild effective through August 31, 1984, superseding inconsistent ordinances, and providing payment therefor.

COMPTROLLER FILE No.

Introduced:	By:
OCT 25 1982	EXECUTIVE REQUEST
Referred:	To:
OCT 25 1982	<i>Finance</i>
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Referred:	To:
Reported:	Second Reading:
NOV 1 1982	NOV 1 1982
Third Reading:	Signed:
NOV 1 1982	NOV 1 1982
Referred to Mayor:	Approved:
NOV 2 1982	NOV 9 1982
Referred to City Clerk:	Published:
NOV 9 1982	
Voted by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:
	<b>OK</b>

CS 20.14

### The City of Seattle--Legislative De

MR. PRESIDENT:

Your Committee on

to which was referred

C.B. 103371 Authorizing a collective bargaining a  
The City of Seattle and the Seattle P  
Guild effective through August 31, 19  
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PASS - FINANCE  
10/28/82

Chairman

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Committee

*Law Department*

CS 20.14

### The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported  
and Adopted

NOV 1 1982

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10/28/82

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ORDINANCE No. 110860

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Personnel Dept

ORD. 111860 ...Amendments & Re to .....

Ord. 111596 -Amends Article XI, XII, and Appendix of the collective bargaining agreement between the City & the Guild effective thru 8/31/84, etc.

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ORDINANCE 110860

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild effective through August 31, 1984, superseding inconsistent ordinances, and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and the Seattle Police Officers' Guild as the representative of certain City employees, expired on August 31, 1982; and

WHEREAS, said employees continued to work after August 31, 1982, on condition that the subject of their wages was and continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages and other conditions of employment between the City and the Seattle Police Officers' Guild; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Personnel and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with the Seattle Police Officers' Guild effective through August 31, 1984, substantially in the form attached hereto and identified as "Agreement by and between City of Seattle and Seattle Police Officers' Guild" with "Appendix D" thereto setting forth rates of pay for the classes of positions listed therein effective September 1, 1982.

Section 2. The Seattle Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in the 1982 Budget to pay the compensation authorized in Section 1. The City Comptroller is authorized to draw and the City Treasurer to pay the warrants drawn for the compensation authorized in Section 1.

Section 3. The Salary Ordinance and any other ordinance insofar as inconsistent herewith is hereby superseded.

Section 4. Execution and delivery of the agreement authorized in Section 1 hereof and any act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

Section 5... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 15<sup>th</sup> day of November, 1982,  
and signed by me in open session in authentication of its passage this 15<sup>th</sup> day of  
November, 1982. *Samuel Williams*  
President of the City Council.

Approved by me this 9<sup>th</sup> day of November, 1982. *Charles Royer*  
Mayor.

Filed by me this 9<sup>th</sup> day of November, 1982.  
Attest: *Jim Hill*  
City Comptroller and City Clerk.

(SEAL)

Published.....

By *Theresa Dunbar*  
Deputy Clerk.

AGREEMENT

By and Between

CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through August 31, 1984

## TABLE OF CONTENTS

Preamble	1
Article I - Recognition and Bargaining Unit	2
Article II - Union Membership and Dues	4
Article III - Disciplinary and Grievance Procedures	6
Article IV - Employment Practices	7
Article V - Hours of Work and Overtime	8
Article VI - Salaries	10
Article VII - Departmental Work Rules	11
Article VIII - Holidays	13
Article IX - Vacations	14
Article X - Pensions	17
Article XI - Medical Coverage	18
Article XII - Dental Care	19
Article XIII - Sick Leave and Long Term Disability	20
Article XIV - False Arrest Insurance	22
Article XV - Management Rights	23
Article XVI - Performance of Duty	24
Article XVII - Retention of Benefits	25
Article XVIII - Subordination of Agreement	26
Article XIX - Savings Clause	27
Article XX - Entire Agreement	28
Article XXI - Duration of Agreement	29
Appendix A - Disciplinary Hearing Procedure	30
Appendix B - Grievance Procedure	33
Appendix C - Conference Board	36
Appendix D - Salaries	37
Appendix E - False Arrest Insurance	39
Appendix F - Equipment Required	40
Appendix G - Police Officers' Bill of Rights	41



AGREEMENT

By and Between

CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

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

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

## ARTICLE - RECOGNITION AND BARGAINING UNIT

Section 1. The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

Section 2. The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

Section 3. The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

Section 4. It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

- a. The Employer shall afford Guild representatives a reasonable amount of time while on duty status to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
- b. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.
- c. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend official labor conventions or conferences to the extent that such leave does not interfere with the reasonable needs of the Police Department. Said absences shall not exceed 10 consecutive days per meeting, and the sum total of all such absences shall not exceed 90 man-days in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence; and such reimbursement shall be due quarterly.
- d. Time off for contract negotiations shall be handled in accordance with Article XVII, Section 2, of this Agreement.

Section 5. Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

Section 6. The Guild officials shall furnish Police Administration in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials and the area they serve.

## ARTICLE II - UNION MEMBERSHIP AND DUES

Section 1. Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or contribute an amount equivalent to the regular monthly dues of the Guild to the Guild or contribute a like amount to the Police Charity Fund or non-religious charity. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

Employees, by the above language, have the option of either:

- a. Joining the Seattle Police Officers Guild
- b. Paying an amount equivalent to the regular dues to the Police Charity Fund
- c. Paying an amount equivalent to the regular dues to the Guild without any membership rights.
- d. Donate equivalent amount to a nonreligious charity mutually agreed upon by the Guild and the employee.

Subsection d. above shall apply only to members in good standing of a bona fide religious denomination whose tenets or teachings prohibit union membership. The employee shall furnish written proof to the Guild that such payment has been made to the agreed upon charity. If the employee and the bargaining unit do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement.

Failure by an employee to abide by the above provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of State Law, City Charter and Civil Service Rules which provisions are paramount and shall prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days' notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

Section 3. The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild or amounts contributed to the Police Charity Fund in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

Section 4. The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, unless caused by the City's willful negligence.

### ARTICLE III - DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 1. The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are attached as Appendix "A" and incorporated into this Agreement by this reference; provided, however, that notwithstanding the hearing procedure enumerated in Appendix "A," it is understood that if deemed appropriate by the Chief of the Department discipline or discharge may be implemented immediately.

Section 2. There shall be established a "grievance" procedure. This procedure shall be in accordance with the grievance procedure attached as Appendix "B" and incorporated into this Agreement by this reference.

Section 3. The parties agree that a Conference Board shall be established in accordance with Appendix "C" and incorporated into this Agreement by this reference.

## ARTICLE IV - EMPLOYMENT PRACTICES

Section 1. Working Out of Classification. Any employee who is assigned by written directive to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.

Section 2. Personnel Files. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable.

Section 3. Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps; in addition, the Chief of the Seattle Police Department may also grant vacation credits in accordance with the rehired Officers' past service time.

Section 4. Non-discrimination. It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not discriminate against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

Section 5. Indefinite Suspensions. On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police to the Civil Service Commission, the Chief of Police shall abide by the decision of such Commission or any final Court decision resulting from an appeal of the Civil Service Commission determination as provided by law with regard to back pay or lost benefits.

## ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. Hours of Duty. The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day shall be eight (8) hours a day, including mealtime, plus roll call not to exceed fifteen (15) minutes. For purposes of an eight (8) hour day in the Patrol Division, the roll call shall be fifteen (15) minutes prior to the assigned shift, and those employees so affected shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in the Patrol Division shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Patrol Division shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide 104 furlough days per year. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time. Except in the event of unusual occurrence, civil disorder or national disaster, no employee shall be required over his objection to work in the excess of six (6) consecutive days.

Section 2. Overtime. Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1½) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1½) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day.

Section 3. Overtime Minimum Pay. In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be four (4) hours at the time and one-half (1½) rate. In the event an individual is called back to work overtime or for a Court appearance, he shall not normally be required to perform duties unrelated to the particular reasons for which he was called back to duty. In the event an employee has, by his own action, failed to submit reports, statements, etc., concerning an event during his previous tour of duty and has failed to have reports properly approved by his supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift.

Section 4. Overtime Pay for Court Appearances. The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

- a. If the session starts less than three and one-half (3½) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift.



- b. If the session starts three and one-half (3½) or more hours before or after their shift, compensation will be for a minimum of four (4) hours.
- c. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time and one-half their regular rate of pay. All other court time shall be at the regular rate of pay, except that court or court-related appearances that are scheduled during the first or last three and one-half (3½) hours of a scheduled furlough, vacation or holiday shall be compensated at time and one-half the officer's regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one regular work week and the beginning of the first shift of the next regularly scheduled work week.
- d. For Morning Court: Officers, may, at their option and with supervisory approval, be relieved four (4) hours before their normal shift is completed in lieu of overtime or officers may be relieved two (2) hours before their normal shift is completed and be eligible to receive two (2) hours overtime.

Officers who are called in on their days off for Court time shall receive a minimum of four (4) hours pay at time and one-half of their regular rate of pay.

Section 5. Compensatory Time. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensable time off. Excluding Court overtime, all such compensable time off shall be at time and one-half (1½).

Section 6. Standby. The Employer and the Guild agree that the use of off-duty standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty standby status shall be compensated on the basis of fifty percent (50%) of straight time pay. If the employee is actually called back to work, the off duty standby premium shall cease at that time. Thereafter, normal overtime rules shall apply.

- a. Standby time shall be defined as that period of time during which an officer or detective is required by the Employer to remain at home in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond.
- b. The Employer and the Guild agree that the issuance of a bell boy communicator to an employee does not constitute placing the employee on standby status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the communicator.

Section 7. During the term of this agreement a joint committee shall be established upon the written request of the Guild or the Employer to explore the pros and cons of innovative shifts.

ARTICLE VI - SALARIES

Section 1. Salaries to be paid by the City to employees in the bargaining unit during the period of this Agreement are set forth in Appendix D of this Agreement.

## ARTICLE VII - DEPARTMENTAL WORK RULES

Section 1. Notification of Changes. The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

Survey reports, such as the IACP Report, received by the Employer and the information contained therein are considered confidential management information. Such reports shall be disseminated if significant changes in working conditions as outlined in this section are contemplated or if, in the judgment of the Chief of Police, the advice and counsel of the Guild leadership would serve the best interest of the Seattle Police Department. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

Section 2. Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1982, shall be paid \$400.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$300.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Section 3. Work Rotation. The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

- a. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.
- b. In certain specialized units (Traffic, Crime Specific, K-9, Mounted, Intelligence), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules, otherwise the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.
- c. Except for the last sentence, the provisions of Section 3b above shall not apply to traffic control work at Kingdome events.

Section 4. No police officer shall be required to work without a firearm unless mutually agreed to the contrary.

Section 5. Bulletin Boards. The Seattle Police Officers Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Detective Division.

Section 6. Menial Tasks. The Employer shall not require an employee to perform work defined as janitorial in nature. An employee shall be responsible for the appearance of his work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his uniform, weapons and other items of personal equipment in his care and possession.

Section 7. Sickness/Serious Injury in the family. In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

Section 8. Employees covered by this agreement shall be allowed to engage in off-duty employment subject to departmental off-duty work rules in effect September 1, 1980.

Section 9. It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

Section 10. Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days notice prior to the effective date of the transfer.

## ARTICLE VIII - HOLIDAYS

Section 1. Employees covered by this Agreement shall be allowed eleven (11) holidays off per year with pay, or eleven (11) days off in lieu thereof, at the discretion of the Chief of Police and Ordinance 95256, and all others in conflict herewith are hereby superseded. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday and ending at 2000 hours on the date of the holiday.

Section 2. Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

Washington's Birthday  
Memorial Day  
Labor Day  
Thanksgiving Day  
The day immediately following Thanksgiving Day  
Christmas Day  
New Years Day

Section 3. Whenever an employee has actually worked a holiday covered in Section 1 of this Article and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his straight time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his holiday time off.

ARTICLE IX - VACATIONS

Section 1. Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

Section 2. The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee.

COLUMN NO. 1

COLUMN NO. 2

<u>ACCRUAL RATE</u> <u>Hours on Regular</u> <u>Pay Status</u>	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>	<u>EQUIVALENT ANNUAL VACATION FOR</u> <u>FULL-TIME EMPLOYEE</u>	
		<u>Years of</u> <u>Service</u>	<u>Working Days</u> <u>Per Year</u>
0 through 08320 . . . .	.0460	0 through 4 . . . . .	12
08321 through 18720 . . . .	.0577	5 through 9 . . . . .	15
18721 through 29120 . . . .	.0615	10 through 14 . . . . .	16
29121 through 39520 . . . .	.0692	15 through 19 . . . . .	18
39521 through 41600 . . . .	.0769	20 . . . . .	20
41601 through 43680 . . . .	.0807	21 . . . . .	21
43681 through 45760 . . . .	.0846	22 . . . . .	22
45761 through 49920 . . . .	.0885	23 . . . . .	23
47841 through 49920 . . . .	.0923	24 . . . . .	24
49921 through 52000 . . . .	.0961	25 . . . . .	25
52001 through 54080 . . . .	.1000	26 . . . . .	26
54081 through 56160 . . . .	.1038	27 . . . . .	27
56161 through 58240 . . . .	.1076	28 . . . . .	28
58241 through 60320 . . . .	.1115	29 . . . . .	29
60321 and over . . . . .	.1153	30 . . . . .	30

Section 3. Additional vacation allowances for employees covered by this Agreement with five (5) or more years' service shall be available to use, subject to scheduling requirements, on January 1 of the year in which the service requirement is met.

Section 4. That annual vacations, as provided by this Ordinance, shall be subject to the following rules:

- (1) The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by the respective department heads.
- (2) The heads of the various departments shall arrange vacation time for officers and employees on such schedules as will least interfere with the functions of the department.
- (3) Upon transfer, the department receiving the employee shall grant any earned vacation due such employee at its expense, subject to the other rules set forth herein.
- (4) Temporary or intermittent employees who leave the employment of the City and later are reemployed shall, for the purpose of this Ordinance, commence their actual service with the date of reemployment.

- (5) For the purpose of this Ordinance, "actual service" shall be determined in the same manner as for salary purposes.

Section 5. That annual vacations as provided by this Ordinance which are earned by officers and employees must be taken within the calendar year next succeeding the calendar year in which service was rendered with the following exceptions:

- (1) Officers and employees who are laid off, retired, or who resign after more than one year's service, shall be given proportionate vacations earned in the current year, together with any unused earned vacations for the preceding calendar year, before being separated from the payroll.
- (2) On the death of an employee in active service, pay will be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- (3) An employee who is laid off, retires, or resigns with at least two (2) weeks written notice will be allowed pay for any vacation earned in the preceding year and shall also receive vacation payments which are earned during the current year and not taken at time of separation.

An employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and not taken prior to separation from City service, but not for the current year.

- (4) An employee granted an extended leave of absence, which includes the next succeeding calendar year, shall be given proportionate vacation earned in the current year before being separated from the payroll.
- (5) An employee returning from military leave of absence, as defined by Ordinance, shall be given a vacation allowance for the previous calendar year as if he had been employed.
- (6) An employee may, upon approval of the department head, carry over a maximum of twenty (20) days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules. (Section 3 amended by Ordinance No. 95389).

Section 6. In the event that an employee becomes seriously ill or seriously injured while he is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he is sick under these circumstances shall be carried as sick rather than vacation, and he will for all purposes be treated as though he were off solely for the reason of his illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

Section 7. Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Following twenty-five (25) years of employment, an employee may carry over and/or accumulate five (5) days of vacation annually. Employees who desire to carry over vacation days must make their request at the time vacations are being scheduled.

Employees who elect to use five (5) or more days of accumulated carry-over vacation at one time must request such use from their immediate supervisor at least sixty (60) days in advance.

An employee may, upon approval of the department head, carry over a maximum of twenty (20) days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness, or department work schedules.

The number of vacation days carried over and/or accumulated shall not exceed the number of annual vacation days for which the employee is currently eligible.

Section 8. Vacation time which is not used during a calendar year per Section 5 above or carried over per Section 7 above shall be forfeited; provided, however, an employee in the Patrol Division may, if he/she and the Employer agree in advance upon the use of such time, carry over three (3) days of accumulated vacation into the following calendar year, but such vacation must be used during the first three (3) calendar months of that calendar year. Any such carried over vacation time shall be forfeited if not used within the first three (3) calendar months; provided, however, if the Employer subsequently denies use of the vacation on the days agreed upon, such vacation carryover will be added to accrued vacation time carried under Article IX, Section 7, and be subject to the rules of the use thereof.



ARTICLE X - PENSIONS

Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

## ARTICLE XI - MEDICAL COVERAGE

Section 1. Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150.

Section 2. For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended.

Section 3. For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.

Section 4. For the calendar year 1983, the City shall pay one hundred percent (100%) of the monthly premium for the medical care programs cited in section 2 and 3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar year 1983.

Section 5. Effective January 1, 1979, the King County Medical hospital room rate of \$45.00 shall be increased to \$65.00 and the major medical benefit of \$20,000 shall be increased to \$50,000. The costs of these benefit improvements shall be assumed by the City.

Section 6. Effective January 1, 1981, the Employer may, at its discretion, establish a \$100 deductible amount under its King County Medical Blue Shield health care plan, along with increasing the major medical coverage under said plan from \$50,000 to \$100,000.

Section 7. This article shall be subject to negotiations for the second year of this Agreement in accordance with Article XXI.

## ARTICLE XII - DENTAL CARE

Section 1. Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.

Section 2. For the calendar year 1983, the City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The maximum monthly dental premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar year 1983.

Section 3. Effective January 1, 1981, the Employer shall provide through its dental care plan orthodontic coverage for dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodonture work, up to a maximum of \$1,000 in benefits for each eligible dependent. For example, if the orthodonture bill is \$1,400, the dental program will pay \$700.

Section 4. This article shall be subject to negotiations for the second year of this Agreement in accordance with Article XXI.

### ARTICLE XIII - SICK LEAVE AND LONG TERM DISABILITY

Section 1. Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended.

Section 2. Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended.

Section 3. For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the City will make available a long term disability program concerning non-occupational accidents or illnesses as established by the City.

Initially, the long term disability program shall be provided via an insurance policy with Standard Insurance Company under Policy 441446. However, it is understood that Policy 441446 or any alternative insurance policy is not part of this Agreement but that this Agreement only obligates the City to provide the major long term disability benefits covered by the initial policy. Any disagreement over the terms of such an insurance policy shall not be subject to the grievance procedure contained herein, but such disagreement shall be subject to other remedies provided by law.

Section 4. The long term disability program cited in Section 3 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Seattle Police Officers' Guild in its capacity as the representative of the affected employees.

Section 5. The cost of the long term disability program shall be shared by each eligible employee and the City on an equal basis—fifty percent (50%) each.

Section 6. During the term of this agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long term disability benefits covered by Section 3 above and provide an alternative plan either through self insurance or another insurance carrier.

Section 7. During the term of this Agreement, if the insurance carrier providing the long term disability benefits covered by Section 3 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit in effect on January 1, 1982, or seeks a premium increase above existing rates, the City shall have the option of 1) continuing the long term disability program through self insurance, 2) changing insurance carriers, 3) officially reopening negotiations with the Guild over whether or not to continue to provide long term disability coverage and, if so, with what benefits or 4) continuing to provide long term disability through the existing insurance carrier. If option number 3 is selected by the City, said negotiations shall commence no later than thirty (30) calendar days after the City has given the Guild written notice of its intent to renegotiate the long term disability program cited in this Article.

Section 8. The long term disability benefits covered by Section 3 above do not have to remain exactly the same as the benefits in effect on January 1, 1982, and the language or any changes thereto in the insurance policy providing for long term disability benefits need not be negotiated with the Guild; provided, however, the substance of the major long term disability benefits in effect as of January 1, 1982, shall remain substantially the same unless changed pursuant to Section 7, option 3, of this Article or future labor negotiations.

Section 9. The long term disability program as covered by Sections 3 through 8 of this Article and the City's obligation thereunder shall become null and void if 1) the state or federal government offers non-occupational disability coverage to affected employees or mandates that the City make available coverage for non-occupational disabilities or 2) the City and any police officers covered by the long term disability provisions under this Article are required to participate in the federal Social Security program.

ARTICLE XIV - FALSE ARREST INSURANCE

Section 1. The City shall provide false arrest insurance according to the terms of the policy attached hereto as Appendix E and incorporated into the Agreement by this reference.

Section 2. The Exclusions section of policy No. OM 80-2698 shall be amended as follows:

6, d., paragraph 3.

It is further understood and agreed that coverage is specifically included to cover Police Officers on "off duty" activities while in the performance of a legitimate law enforcement function as reflected by the inclusion of the Seattle Police Officers Guild and any member in good standing as a Name Insured;

## ARTICLE XV - MANAGEMENT RIGHTS

Section 1. The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the Police Officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Conference Board for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

Section 2. Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Section 4. Subject to the provisions of this Agreement, the Employer reserves the right:

- (a) To recruit, assign, transfer or promote members to positions within the department;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine methods, means, and personnel necessary for departmental operations;
- (d) To control the departmental budget;
- (e) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
- (f) To manage and operate its Departments except as may be limited by provisions of this Agreement.

## ARTICLE XVI - PERFORMANCE OF DUTY

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

Section 2. Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.



## ARTICLE XVII - RETENTION OF BENEFITS

Section 1. Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

Section 2. All benefits shall remain as they presently are, except that the Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half ( $\frac{1}{2}$ ) of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

ARTICLE XVIII - SUBORDINATION OF AGREEMENT

Section 1. It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

Section 2. It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE XIX - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendum 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 Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

## ARTICLE XX - ENTIRE AGREEMENT

Section 1. 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 2. 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, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE XXI - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing by both parties, and shall remain in effect through August 31, 1984, except that either party may reopen this Agreement for negotiations on the issues of Salaries (Appendix D, Section 1), Dental Care (Article XII) and Medical Coverage (Article XI) by providing written notice of intent to so amend this Agreement. Such written notice must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 1983 (as stipulated in RCW 41.56.440) but not more than one-hundred and forty-five (145) days prior to August 31, 1983. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 1984 (as stipulated in R.C.W. 41.56.440) but not more than one hundred and forty-five (145) days prior to August 31, 1984.

Section 2. Any contract changes desired by either party must be included in the opening letter described in Section 1 above and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.

Signed this 9th day of  
November, 1982

Signed this 9th day of  
November, 1982

Seattle Police Officers' Guild

City of Seattle  
Executed under the Authority  
of Ordinance 110860

Richard W. King

Charles Royer  
Mayor

W. L. Coon

Dean H. Quall

## APPENDIX A

### DISCIPLINARY HEARING PROCEDURE

- (a) When any report of violation of Seattle Police Department rules and regulations lodged against a member has been classified as sustained and so reported to the Chief of Police and the Bureau Commander of the accused, and penalty for that infraction may result in suspension, demotion or dismissal, the Bureau Commander of the accused police officer shall immediately notify him of such fact, together with his disciplinary recommendation and his right to a disciplinary hearing, provided such right is exercised within seventy-two (72) hours.
- (b) The accused has seventy-two (72) hours from the time of notification in which to waive or exercise his right to a disciplinary hearing. In such cases a disciplinary panel may be convened by the Chief of Police despite such waiver if such a review is desired before finalizing a disciplinary decision. The accused shall notify his commanding officer within seventy-two (72) hours, otherwise he will be deemed to have waived his right to a disciplinary hearing. At this time the waiver may not be rescinded; provided, however, that in those cases where the accused has waived his right to a disciplinary hearing, following notification by his Bureau Commander of his disciplinary recommendation, the accused shall have seventy-two (72) hours to request such a hearing, following notification of the disciplinary decision made by the Chief of Police if the penalty imposed by the Chief of Police exceeds that recommended by the Bureau Commander. If the accused exercises his right to a disciplinary hearing, he shall have adequate time to prepare his defense after he has been fully informed of the nature of the charges that have been lodged against him.
- (c) The appropriate command will notify the Internal Investigation Division that the accused has waived his rights.

(d) Disciplinary Hearing Panels:

Two panels, differently composed, will hear different kinds of complaints. Panel No. 1 has jurisdiction over all complaints which originate within the Department; Panel No. 2 has jurisdiction over all complaints that originate as citizen complaints.

I. Disciplinary Panel No. 1

The No. 1 Disciplinary Hearing Panel for internal complaints shall consist of five (5) balloting members with the rank of lieutenant or above, except members of the Internal Investigations Division, the legal advisor, or the accused member's commanding officer, will not be eligible for appointment to the Panel.

The Chief of Police will assign four (4) members to the Panel, one of whom shall be an Assistant Chief or Major who shall be designated as the presiding officer at the hearing. Anyone from within the Department, including members of the Internal Investigations Division, but excluding the Police Legal Advisor, may be selected by the accused to serve as the fifth panel member.

The accused officer shall have the right to challenge any member of the Panel for cause and will be allowed to exercise one preemptory challenge. Personal animosity or previous disciplinary action against the accused by a prospective panelist shall be just cause for exclusion from the Panel. The final determination of just cause shall be made by the presiding officer.

## 2. Disciplinary Panel No. 2

When a report of violation of Seattle Police Department rules and regulations, which originates from a citizen complaint, is lodged against a police officer covered by this Agreement, is classified as unfounded, exonerated or not sustained by the Internal Investigations Division, a No. 2 Disciplinary Panel, consisting of five (5) persons may be called by the Chief of Police and shall be constituted as follows: The Chief of Police shall appoint three (3) officers, one of whom shall be an Assistant Chief or Major, who shall be designated as the presiding officer of the hearing. The other two (2) persons shall sit equally as participating, but non-voting, observer members of the Panel. One observer, a police officer, shall be appointed by Seattle Police Officers' Guild, and the other observer shall be appointed by the Mayor. The civilian observer (1) shall certify to the Mayor in writing whether the citizen complaint received a full, fair and impartial hearing, and (2) may request the Chief of Police, in writing, to review the decision of the Panel.

The accused officer shall have the right to challenge any member of the Panel and/or the civilian observer for cause and will be allowed to exercise one preemptory challenge. Personal bias against the accused officer, bias against the police profession or previous disciplinary action against the accused by a prospective panelist and/or observer shall be just cause for exclusion from the Panel. The final determination of just cause shall be made by the presiding officer.

- (e) The accused will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The accused may be granted a continuance for the purpose of presenting a full and complete defense.
- (f) The accused may ask any member of the Department or an attorney for assistance in the presentation of his case, with the exception of personnel from the Internal Investigations Division or the Police Legal Advisor.
- (g) The accused may record the proceedings at his own expense.
- (h) The Guild shall be notified whenever a disciplinary hearing is scheduled. The Guild may assign any elected officer of the Guild to sit in as an observer.
- (i) Disciplinary Hearing Panels are not judicial tribunals, and any evidence pertinent to the issue may be presented. The presiding officer shall decide any question of procedure or acceptability of evidence, accepting any evidence which is reasonably relevant to the present charges. No statements made by the accused can be used against him in a criminal prosecution. The Legal Advisor may be present as an advisor on procedural matters. The Disciplinary Hearing Panels will consider the investigation reports, statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The Panels will hear the plea of any accused who wishes to be heard and, at its discretion, may order the accused or any other member of the Department to appear.

Upon conclusion of the presentation of evidence by both sides, the Hearing Panels will reach a verdict by secret ballot. The accused will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.

On the basis of its findings, the Panels will recommend one of the following actions to the Chief of Police:

- a. Further investigation with specific recommendations;
- b. Dismissal of the charge;
- c. Finding a charge not sustained;
- d. Finding a charge sustained and listing their recommendations.

If a sustained finding is made, the Disciplinary Panels will then consider previous disciplinary actions taken against the accused in determining appropriate action in the present case. The Disciplinary Panels shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend.

- (j) When an accused officer is to be interviewed or is required to make a statement relative to a complaint against him/her, that officer will be apprised of:
  - (1) the general or specific law(s), rule(s), regulation(s) or procedure(s) he/she is alleged to have violated, and
  - (2) the general nature of the act(s) which constitutes the basis for the complaint.

Nothing in this provision shall function to limit the scope of the investigation and the accused officer is obligated to participate in and respond to questions asked during the interview or for purposes of the required statement.

Additional acts, allegations or circumstances may be made the subject of a separate interview or statement.

- (k) Except for the accused, an employee ordered by the Panel Chairman to attend a Disciplinary Hearing (provided for in this Appendix) as a witness during his/her off-duty time shall be compensated in accordance with Article V, Section 4 (Overtime Pay for Court Appearances), of this Agreement.



## APPENDIX B - GRIEVANCE PROCEDURE

Section 1. Any dispute between the Employer and the Guild concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) matters under Article IV, Section 4, Non-discrimination, (2) Public Safety Civil Service Commission Rules or Regulation specified in this Agreement, if there be such, and (3) disciplinary/discharge action taken by the Employer shall not be subject to this Article.

Section 2. A grievance as defined in Section 1 of this Article shall be processed in accordance with the following procedure:

- Step 1. Any alleged grievance shall be taken up by the aggrieved employee with his/her immediate supervisor within fifteen (15) calendar days of the alleged contract violation.
- Step 2. If the grievance is not resolved within thirty (30) calendar days of the alleged contract violation, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. If the Guild supports the grievance, it shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail and the remedy sought. The Guild shall submit the written grievance to the aggrieved employee's Captain and/or Major within forty-five (45) calendar days of the alleged contract violation with a copy to the aggrieved employee's Bureau Chief and the City Director of Labor Relations.
- Step 3. If the grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police and the Bureau Chief of the aggrieved employee within sixty (60) calendar days of the alleged contract violation. The Director of Labor Relations or his designee shall either investigate the grievance or convene a Grievance Board as described below. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within twenty (20) calendar days of receipt of the written grievance or the adjournment of the Grievance Board. The Chief of Police shall, within ten (10) working days thereafter, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations. If a Grievance Board is convened by the Director of Labor Relations, it shall consist of:

Presiding Chairperson - City Director of Labor Relations  
or his/her designee

Member - Chief of Police or his/her designee from within  
the Police Department

Member - President of the Seattle Police Officers' Guild  
or his/her designee within the Guild

Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and be accompanied by the following information:

- 1) Identification of the Section(s) of the Agreement allegedly violated.
- 2) Details or nature of the alleged violation.
- 3) Position of the party who is referring the grievance to arbitration.
- 4) Question(s) which the arbitrator is being asked to decide.
- 5) Remedy sought.

The Parties agree to abide by the award made in connection with any arbitrable difference.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- (a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- (b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- (c) The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- (d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- (e) Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- (f) If the grievance is submitted to the American Arbitration Association, the arbitrator shall be selected from a list of five names, obtained from the Association. If the Employee and the Guild cannot agree on one arbitrator from said list, then each party will strike one name alternately, until only one name remains. The party to strike the first name will be determined by a coin toss.

Section 3. The time limits for processing a grievance stipulated in Section 2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Appendix B Section 2.

Section 4. Failure by an employee or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Guild to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 5. Grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance.

Section 6. If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Guild's reason(s) for non-acceptance must be presented in writing when and if the grievance is reinitiated at the next step of the grievance procedure.

Section 7. A grievance decision at any step of the procedure in Section 2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 4. A decision at Step 1, 2 or 3 shall be subject to review and/or reversal by the Employer at any time; provided, however, a decision at Step 3 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 3 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

Section 8. Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

Section 9. As an alternative to answering the Step 3 grievance or conducting an investigation or hearing at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

## APPENDIX C

### CONFERENCE BOARD

There shall be a Department Conference Board consisting of three (3) employees named by the Guild and three (3) representatives of the Department named by the Chief of the Department. The Chief of the Department, or his representative, shall sit as one of the three (3) employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. It is also agreed that either party may add additional members to its Conference Board committee whenever deemed appropriate. The City Director of Labor Relations or his designee shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance. The Conference Board shall meet not less than quarterly and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a consultive capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the procedure outlined in Appendix B, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the City representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations or his designee shall be in attendance and no such changes shall be made without the express approval of same. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes shall be kept. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

APPENDIX D - SALARIES

Section 1. Salaries for the first year of the Agreement shall be in accordance with the following schedule:

Effective September 1, 1982:

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Police Officer	\$1884	\$2031	\$2129	\$2217	\$2336
Police Sergeant	\$2567	\$2687			

Effective March 1, 1983:

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Police Officer	\$1914	\$2061	\$2159	\$2247	\$2366
Police Sergeant	\$2602	\$2722			

Section 2. Salaries for the second year of this Agreement shall be subject to negotiations in accordance with Article XXI.

Section 3. Percentage salary premiums based upon the top pay step of the classification, Police Officer, shall be paid for the following assignments during the first year of this Agreement in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective September 1, 1982</u>	<u>Effective March 1, 1983</u>
Detective, while assigned from any classification in Section 1	3%	\$70	\$71
Detective-Bomb Squad, while assigned from any classification in Section 1	8%	\$187	\$189
Diver, while assigned from any classification in Section 1	3%	\$70	\$71
Drillmaster, while assigned from any classification in Section 1	3%	\$70	\$71
Motorcycle Officer, while assigned from any classification in Section 1	3%	\$70	\$71
Radio Dispatcher, while assigned from any classification in Section 1	3%	\$70	\$71
Chief Dispatcher, while assigned from any classification in Section 1	5%	\$117	\$118

The above premiums shall be in addition to the regular salary of Officers as specified in Section 1.

**Section 4.** Longevity premiums based upon the top pay step of the classification, Police Officer, shall be added to salaries in Section 1 during the life of this Agreement in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars</u>	
		<u>Effective September 1, 1982</u>	<u>Effective March 1, 1983</u>
Completion five (5) five years of service	2%	\$47	\$47
Completion of ten (10) years of service	4%	\$93	\$95
Completion of fifteen (15) years of service	6%	\$140	\$142
Completion of twenty (20) twenty years of service	8%	\$187	\$189

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

APPENDIX E

FALSE ARREST INSURANCE

The City shall provide false arrest insurance in accordance with the FALSE ARREST AND OTHER SUPPLEMENTAL PERILS policy Certificate No. NAT-73-2199 effective as of December 1, 1973, and shall maintain the benefits therein for the life of this Agreement.

The City shall provide the Guild with a copy of said policy.

## APPENDIX F

### EQUIPMENT REQUIRED

1. ....

#### 2. Firearms

- a. All uniformed officers of the Seattle Police Department, while on duty, shall be armed with a department-issued 38 Special four-inch barrel revolver; except that the Director of Training, on request, may approve a privately owned 38 Special revolver or a 357 Magnum caliber revolver with no less than four-inch and no more than six-inch barrel. Uniformed members are prohibited from carrying chrome or nickel plated revolvers with pearl or white horn grips, with the exception of the motorcycle drill team uniforms. While in uniform, officers shall have no more than one sidearm visible.
- b. Officers assigned to plainclothes duty shall be armed with a 38 Special revolver or a 357 Magnum caliber revolver with no less than a two-inch and no more than a six-inch barrel; provided any weapon other than department-issued must be approved by the Director of Training.

Exception: On certain types of assignments such as undercover investigative uses, a bureau commander may authorize the use of semi-automatic pistols or other special type weapons.

- c. All of the requirements for officers on duty shall apply to officers off duty while working at any employment where police authority is required.
- d. Reserve and special police officers shall abide by the same regulations as specified herein for department members.
- e. Supervisory officers in uniform or non-uniform assignments, whose duties require their continued presence inside a police building, may be armed with the 38 Special revolver, with a barrel length of no less than two-inch and no more than six-inch.

#### 3. Ammunition

- a. Officers covered by this Agreement shall be provided with 38 cal. ammunition which will be of the best possible quality available for Police purposes.
- b. Officers shall be allowed to purchase and use 357 cal. ammunition, one of the restrictions being that they carry Department issue 38 cal. ammunition as their extra rounds. Officers who choose to exercise the option of using 357 cal. ammunition shall purchase only that ammunition which is authorized by the department, that ammunition being of the best possible quality available for Police purposes.



## APPENDIX G

### POLICE OFFICERS' BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Seattle Police Department. The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint.
- B. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.
- C. The interrogation (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild before being interrogated. An attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interrogation but may not participate in the interrogation except to counsel the employee. Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
- D. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods.
- E. The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.

**Your  
Seattle  
Personnel Department**

Susan B. Pavlou, Personnel Director  
Charles Royer, Mayor



November 22, 1982

MEMORANDUM

TO: Virginia Miller  
Assistant City Clerk

FROM: Everett S. Rosmith *ESR*  
Director of Labor Relations

SUBJECT: Labor Agreement with Seattle Police Officers' Guild

FILED  
CITY OF SEATTLE  
1982 NOV 24 PM 3:09  
COMPTROLLER AND CITY CLERK

Encl. is a signed copy of the labor agreement between the City of Seattle and the Seattle Police Officers' Guild, effective through August 31, 1984. This agreement was executed by the City in accordance with Ordinance No. 110860.

Will you please return the duplicate copy of this memo with a notation of the file number assigned to the agreement.

ESR:ec

Enclosure

# City of Seattle

Executive Department-Office of Management and Budget

John D. Saven, Director  
Charles Royer, Mayor  
October 20, 1982



The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT: Personnel

SUBJECT: An ordinance authorizing a collective bargaining agreement between the City of Seattle and the Seattle Police Officer's Guild effective through August 31, 1984.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- ( ) Do not file with City Council but return the proposed legislation to OMB for our review. Return to \_\_\_\_\_.

Sincerely,

Charles Royer  
Mayor

By

A handwritten signature in cursive script, appearing to read "John Saven for".

John Saven  
Budget Director

JS/cc/lc

Enclosure

cc: Susan Pavlou, Director, Personnel Department

**Your  
Seattle  
Personnel Department**

Susan B. Pavlou, Personnel Director  
Charles Royer, Mayor



October 20, 1982

MEMORANDUM

REC'D OMB OCT 20 1982

TO: City Council  
City of Seattle

VIA: Mayor Charles Royer

ATTN: John Saven, Director  
Office of Management and Budget

FROM: Susan B. Pavlou *S. Pavlou*  
Personnel Director

SUBJECT: Attached Proposed Ordinance

822107

The attached proposed ordinance authorizes a two-year collective bargaining agreement with the Seattle Police Officers' Guild.

The main provisions of this agreement are as follows:

I. First Year

A. Wages effective 9-1-82

1. 4.3% across-the-board salary increase - Police Officer top step, \$2,336 per month; Sergeant top step, \$2,687 per month.
2. Longevity and specialty pay to be adjusted in accord with the new salary schedule.

B. Medical and Dental Insurance

1. For the calendar year 1983, the City shall pay one hundred percent (100%) of the monthly premium for medical care as provided under the medical care program as established by the City.
2. For the calendar year 1983, the City shall pay one hundred percent (100%) of the monthly premium for dental care as provided under the dental care program as established by the City.

- C. Clothing allowance to be increased by \$50/yr. for both the initial and annual allowance (initial for new employee \$400 and annual will be \$300).
- D. Add Washington's Birthday to Section 2 of Article VIII - Holidays. This will bring to seven (7) the number of holidays that are compensated at the rate of time and one-half (1½) if worked by the employee.
- E. Effective March 1, 1983, the base wage rate for Police Officer shall be increased to \$2,366 per month and for Sergeants the base wage rate shall be increased to \$2,722 per month. (These rates are top steps - all other steps adjusted accordingly.)

II. Second Year

A. September 1, 1983

- 1. The matter of salaries (Appendix D, Section 1) will be open for negotiations.
- 2. The matter of medical (Article XI) and dental (Article XII) care will be open for negotiations.

- B. All other provisions of the Agreement will remain as in the Agreement for the first year. No other matters will be subject to negotiations except those in II A, 1 and II A, 2 above.

III. Other items of agreement

There were a number of changes/modifications that do not have a cost impact but were made to clarify and/or to bring in compliance with laws.

Please call Bill Hauskins, Labor Negotiator (2631), if you have any questions.

SBP:rp  
Attachment

ORD # 110860  
Ord. 110860

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF SEATTLE  
AND  
SEATTLE POLICE OFFICERS' GUILD

The current collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild, which was ratified by the City of Seattle via Ordinance 110860 and which is effective through August 31, 1984, contains language that provides for a second-year reopener on the issues of Medical Coverage, Dental Care and Salaries. That language reads (in pertinent part) as follows:

Article XXI - Duration of Agreement

Section 1. This Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1984, except that either party may reopen this Agreement for negotiations on the issues of Salaries (Appendix D, Section 1), Dental Care (Article XII) and Medical Coverage (Article XI) by providing written notice of intent to so amend this Agreement....

The Agreement was reopened by both parties in a timely manner, and they went through negotiations, mediation and arbitration in accordance with RCW 41.56. The arbitrator was selected through the services of Federal Mediation and Conciliation Services and has issued his award, which the parties agree amends the current collective bargaining agreement as follows:

Article XI - Medical Coverage

Section 4. For the calendar year 1984, the City will pay one hundred percent (100%) of the monthly premium for the medical care programs cited in Section 2 and 3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar year 1984.

Section 7. Delete existing provision and replace with the following:

Effective March 1, 1984, the provisions relating to the amount of annual deductible referenced within the current King County Medical Blue Shield Plan shall be increased from the existing fifty dollars (\$50.00) per eligible participant to one hundred dollars (\$100.00) per eligible participant.

Section 8. The City and Union representatives will meet within 60 days after the date of this award (Philip Kienast February 24, 1984 Interest Arbitration Award) to explore the possibility of group medical insurance coverage through the City for spouses and eligible dependents of members of the bargaining unit who have retired. Said

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group coverage would be the same in terms of medical benefits, eligibility rules, and carriers as now made available to City employees who are members of the City of Seattle Retirement System and would be implemented as soon as possible.

Article XII - Dental Care

Section 2. For the calendar year 1984, the City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The maximum monthly dental premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar year 1984.

Section 4. Delete existing provision.

Appendix D - Salaries

Section 1. Salaries for the second year of the Agreement shall be in accordance with the following schedule:

Effective September 1, 1983

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
Police Officer	\$1981	\$2133	\$2235	\$2326	\$2449
Police Sergeant	\$2693	\$2817			

Section 3. Percentage salary premiums based upon the top pay step of the classification, Police Officer, shall be paid for the following assignments during the second year of this Agreement in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective September 1, 1983</u>
Detective, while assigned from any classification in Section 1	3%	\$73
Detective-Bomb Squad, while assigned from any classification in Section 1	8%	\$196
Diver, while assigned from any classification in Section 1	3%	\$73
Drillmaster, while assigned from any classification in Section 1	3%	\$73
Motorcycle Officer, while assigned from any classification in Section 1	3%	\$73
Radio Dispatcher, while assigned from any classification in Section 1	3%	\$73
Chief Dispatcher, while assigned from any classification in Section 1	5%	\$122

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The above premiums shall be in addition to the regular salary of Officers as specified in Section 1.

Section 4. Longevity premiums based upon the top pay step of the classification, Police Officer, shall be added to salaries in Section 1 during the life of this Agreement in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective September 1, 1983</u>
Completion five (5) years of service	2%	\$49
Completion of ten (10) years of service	4%	\$98
Completion of fifteen (15) years of service	6%	\$147
Completion of twenty (20) years of service	8%	\$196

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

The undersigned parties hereby agree that the above amendments to the collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild, which is effective through August 31, 1984, fulfills each party's responsibility relative to the reopener contained in Article XXI, Section 1, of the existing collective bargaining agreement. This Memorandum of Understanding shall become effective when fully signed by both parties.

Signed this 27th day of march, 1984.

SEATTLE POLICE OFFICERS' GUILD

CITY OF SEATTLE

W. L. Conn  
President

Charles Royce  
Mayor

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