

ORDINANCE No. **111300**

Law Department

COUNCIL BILL No. **103938**

UP

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Management Association effective through August 31, 1983; fixing the compensation of certain officers and employees in the Police Department effective September 1, 1982; superseding inconsistent ordinances, and providing payment therefor.

*10-6-83 Pass (Rice, Smith)
Dudal Report (Chr. H. Holt-us)*

CONTROLLER FILE No.

Introduced: OCT 3 1983	By: EXECUTIVE REQUEST
Referred: OCT 3 1983	To: <i>Finance</i>
Referred:	To: <i>0</i>
Referred:	To:
Referred: OCT 10 1983	Second Reading: OCT 10 1983
Third Reading: OCT 10 1983	Signed: OCT 10 1983
Referred to Mayor: OCT 11 1983	Approved: OCT 13 1983
Referred to City Clerk: OCT 13 1983	Published:
Voted by Mayor:	Veto Published:
Referred over Veto:	Veto Sustained: OK

REC'D OMB OCT 11 1983

ORDINANCE 111369

1 AN ORDINANCE authorizing a collective bargaining agreement between The City
2 of Seattle and Seattle Police Management Association effective through
3 August 31, 1983; fixing the compensation of certain officers and
employees in the Police Department effective September 1, 1982; super-
seding inconsistent ordinances, and providing payment therefor.

4 WHEREAS, a collective bargaining agreement between the City and Seattle
5 Police Management Association, as the representative of certain City
employees, expired on August 31, 1982; and

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

9 WHEREAS, collective bargaining has led to an arbitration award and agreement
concerning wages and certain other conditions of employment between
the City and Seattle Police Management Association; Now, Therefore,

10 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

11 Section 1. As requested by the Director of Personnel and recommended
12 by the Mayor in the materials attached hereto, the Mayor is hereby authorized
13 for and on behalf of the City to execute a collective bargaining agreement
14 with Seattle Police Management Association effective through August 31, 1983,
15 substantially in the form attached hereto and identified as "Agreement by
16 and between The City of Seattle and Seattle Police Management Association"
with "Appendix A" thereto setting forth rates of pay for the classes of
positions listed therein effective September 1, 1982.

17 Section 2. As of September 1, 1982, the rates of compensation of the
18 designated positions and assignments in the Police Department shall be as
19 follows:

20	Police Lieutenant	\$ 3108	\$ 3237	\$ 3372
21	Community Service Officer	\$ 3108	\$ 3237	\$ 3372
	Program Director			
22	Police Captain	\$ 3574	\$ 3723	\$ 3878
23	Police Major	\$ 4282	\$ 4460	

24 Incremental salary attached to certain positions:

25 Police Lieutenant - Bomb Squad \$ 112 per month

26 Section 3. The Police Department is hereby authorized to use
27 unexpended and unencumbered salary funds accumulating in the 1983 Budget to
28 pay the compensation authorized in Section 2. The City Comptroller is
authorized to draw and the City Treasurer to pay the warrants drawn for the
compensation authorized in Section 2.

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(To be used for all Ordinances except Emergency.)

Section 4. The Salary Ordinance and any other ordinances insofar as inconsistent herewith are hereby superseded.

Section 5. 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.

Section 6. 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 10th day of October, 1983,
and signed by me in open session in authentication of its passage this 10th day of
October, 1983.

President of the City Council.

Approved by me this 13th day of October, 1983.
Mayor.

Filed by me this 13th day of October, 1983.

Attest: Jim Hill
City Comptroller and City Clerk.

(SEAL)

Published

By Theresa Dunbar
Deputy Clerk.

CSO 8.1.8

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Your
Seattle
Personnel Department

Susan B. Pavlou, Personnel Director
Charles Royer, Mayor



September 27, 1983

TO: City Council
City of Seattle

VIA: Mayor Charles Royer

ATTN: Gary Zarker, Director
Office of Management and Budget

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

SUBJECT: Proposed Ordinance Authorizing Collective Bargaining Agreement
with SPMA

The attached proposed ordinance authorizes a one-year collective bargaining agreement effective September 1, 1982, with Seattle Police Management Association. The provisions of this agreement are based on the binding arbitration award by Michael Beck on September 11, 1983.

The award includes 1) a salary increase effective September 1, 1982 of 6.5% for Police Lieutenant and 15% differential between ranks, 2) overtime after 80 hours worked in a pay period for Lieutenants and after 85 hours for Captains and Majors, 3) standby pay at 25% for Captains and Majors for time served in excess of the current rotation schedule, 4) City-paid medical and dental insurance for the calendar year 1983, and 5) an increase in the annual clothing allowance from \$250 to \$325.

Adoption of the attached ordinance will authorize the Mayor to enter into an agreement that is already beyond its one-year term. The signed agreement will, however, serve as a basis for renegotiating an agreement covering the current year.

Please call Everett Rosmith should you have any questions (2631).

SBP:erdm

Attachment

An equal employment opportunity - affirmative action employer
4th Floor Dexter Horton Building 710 Second Avenue Seattle, Washington 98104
825-5118

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AGREEMENT

By and Between

CITY OF SEATTLE

And

SEATTLE POLICE MANAGEMENT ASSOCIATION

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (hereinafter called the Employer or the City) and the SEATTLE POLICE MANAGEMENT ASSOCIATION (hereinafter called the Association) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment for those employees for whom the Employer has recognized the Association as the exclusive bargaining representative.

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ARTICLE I - RECOGNITION AND
BARGAINING UNIT

Section 1. The Employer recognizes the Seattle Police Management Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

Section 2. Pursuant to Section 1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

Section 3. The elected President, Vice President, Secretary and Treasurer of the Association or their designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.

Section 4. The President, Vice President, Secretary and Treasurer of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

Section 5. Upon sufficient notification the Employer shall grant an Association officer or designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed ten (10) man days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay

including any premium pay for such time said Association representative spends on special leave of absence.

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ARTICLE II - UNION MEMBERSHIP AND DUES

Section 1. Commencing with the signing of this Agreement, each regular full-time employee within the bargaining unit shall be required, as a condition of employment, to either join the Association or contribute an amount equivalent to the regular monthly dues of the Association to the Association or contribute a like amount to the Police Charity Fund. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Association and the Employer by the Police Charity Organization.

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

- a. Joining the Seattle Police Management Association
- 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 Association without any membership rights.
- d. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Association dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Failure by an employee to abide by the above provision shall constitute cause for reduction in rank or discharge of such employee as determined by the Employer, provided that when an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days' written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue. If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the City Director of Labor Relations in writing, with a copy to the Chief of Police and employee, of such employee's failure to abide by Article II, Section 1. In this notice the Association will, if it is still seeking such, specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Association; provided, however, that this clause shall not restrict the Association from providing internal Association-sponsored benefits to Association members only.

Section 3. The Employer 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 Association or amounts contributed to the Police Charity Fund in lieu of Association dues. The amounts deducted shall be transmitted once each month to the Association 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 Association by the Employer.

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

ARTICLE III - EMPLOYMENT PRACTICES

Section 1. Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matter pursuant to City ordinance.

Section 2. The rank of Police Major is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Police Major shall be at the discretion of the Employer, and employees as selected shall serve at the sole pleasure of the Chief of Police.

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.

Section 4. Overtime.

- A. Lieutenants, at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one hour off, for each hour worked in excess of eighty (80) hours in a biweekly pay period when ordered by the Employer to work such

hours. Periods of work beyond eight hours work per day which are either of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under this Section.

- B. Captains and Majors, at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one hour off, for each hour worked in excess of eighty-five (85) hours in a biweekly pay period when ordered by the Employer to work such hours. Periods of work beyond eight hours work per day which are of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under this Section.
- C. The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day or six (6) days one week and four (4) days the following week or any other variation specifically approved by the Employer on a case-by-case basis.
- D. The effective date of this Overtime Section shall be August 31, 1983.

Section 5. Standby.

- A. Lieutenants shall not be assigned off-duty standby time. Captains and Majors may be assigned off-duty standby time. Such assignment shall not be in excess of one week out of fourteen for Captains nor one weekend out of ten for Majors, unless compensation is paid in the manner set forth in subsection B. below.
- B. Twenty-five percent of straight time pay.
- C. Standby time shall be defined as that period of time during which an employee is required to remain in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond. However, the issuance of a bell boy communicator to an employee does not constitute placing the employee on standby, and no employee shall be restricted in his or her movement or activities by the issuance of the communicator.
- D. The effective date of this Standby Section shall be August 31, 1983.

Section 6. Whenever an employee covered by this Agreement is assigned for a period of two consecutive weeks or more by the Employer via written directive to perform all of the duties and accept all of the responsibility of a higher paid position normally filled by a superior police officer who is temporarily absent due to illness, vacation or travel on City business, he/she shall be paid at the first pay step of the higher position while continuously performing the work of the higher paid position.

Section 7. No employee covered by this Agreement shall be required to work without a firearm unless mutually agreed to the contrary.

Section 8. The Employer's firearms policies as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by this Agreement.

Section 9. Personnel Files. The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential and shall restrict the use of information in the files to internal use by the Employer or other police agencies, provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal.

Section 10. In accordance with Ordinance 104526, as amended, it shall be a condition of employment of employees covered by this Agreement that in the event there is made against such employees any claims and/or litigation arising from any conduct, acts or omissions of such employees in the scope and course of their City employment, the City Attorney of the City shall, at the request of or on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.

Section 11. The Employer's False Arrest Insurance program as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by the Agreement.

Section 12. Sick/ness/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, upon approval of the commander, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

Section 13. The Employer agrees to continue to offer a group Life Insurance option to eligible employees.

Section 14. Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Effective September 1, 1982, each employee shall be paid \$325.00 annually to cover the cost of replacement of said items. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months of service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Section 15. A regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the

rate of twenty cents (\$0.20) per mile for all miles driven in the course of City business on that day.

Effective January 15, 1982, the cents per mile mileage reimbursement rate cited above shall be adjusted to reflect the United State Internal Revenue Service cents per mile rate in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

ARTICLE IV - SALARIES

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

ARTICLE V - 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. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday. If the holiday time for New Year's Day, 1983 is used on December 31, 1982, it will be considered as part of 1983's eleven (11) holidays or days in lieu thereof.

Section 2. Employees covered by this Agreement who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) 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.

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas 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

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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.

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ARTICLE VI - 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

<u>ACCRUAL RATE</u> <u>Hours on Regu-</u> <u>lar Pay Status</u>	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>
0 through 08320	.0460
08321 through 18720	.0577
18721 through 29120	.0615
29121 through 39520	.0692
39521 through 41600	.0769
41601 through 43680	.0807
43681 through 45760	.0846
45761 through 47840	.0885
47841 through 49920	.0923
49921 through 52000	.0961
52001 through 54080	.1000
54081 through 56160	.1038
56161 through 58240	.1076
58241 through 60320	.1115
60321 and over	.1153

COLUMN NO. 2

EQUIVALENT ANNUAL VACATION
FOR FULL-TIME EMPLOYEE

<u>Years of Service</u>	<u>Working Days Per Year</u>
0 through 4	12
5 through 9	15
10 through 14	16
15 through 19	18
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30

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 3. Annual vacations shall be subject to the following rules:

- (1) The minimum vacation allowance to be taken by an employee shall be one-half (1/2) 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 Article, commence their actual service with the date of reemployment.

Section 4. Annual vacations as provided by this Article 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) An employee who is laid off, retires, or resigns with at least two (2) weeks written notice shall 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.

- (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 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 fifteen days annual military leave of absence, shall be given vacation credit as if he/she had been employed during such leave.
- (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 5. 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 home 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 6. 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 carryover vacation at one time must request such use from their immediate supervisor at least sixty (60) days in advance.

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 7. Vacation time which is not used during a calendar year per Section 6 above or carried over per Section 4 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 time 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 VI, Section 6, and be subject to the rules of the use thereof.

ARTICLE VII - PENSIONS

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

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ARTICLE VIII - 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 Employer will provide a medical care program, as established by the Employer 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 Employer shall provide a medical care program, as established by the Employer, for eligible employees and their eligible dependents.

Section 4. For the calendar years 1982 and 1983, the Employer shall pay one hundred percent (100%) of the monthly premium for the medical care programs cited in Sections 2 and 3 above. The maximum monthly medical premiums per covered employee, including his/her dependents, the Employer will assume will be the premium rates established for the calendar year 1983.

ARTICLE IX - DENTAL CARE

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

Section 2. For the calendar years 1982 and 1983, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care program cited in Section 1 above.

The maximum monthly dental premiums per covered employee, including his/her dependents, the Employer will assume will be the premium rates established for the calendar year 1983.

Section 3. 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.

ARTICLE X - SICK LEAVE

Section 1. Employees covered by this Agreement who are not covered by State Statute 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.

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ARTICLE XI - MANAGEMENT RIGHTS

Section 1. The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

Section 2. Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:

- A. To recruit, hire, assign, transfer or promote employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action;
- C. To determine the methods, processes, means and personnel necessary for 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;
- D. To determine work schedules and the location of departmental headquarters and facilities; and

E. To control the departmental budget.

Section 3. The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

ARTICLE XII - WORK STOPPAGES

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. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees covered by this Agreement shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

ARTICLE XIII - 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 from 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 XIV - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendums 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 XV - 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 City and the Association 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 XVI - GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure agreed to by the Employer and the Association is set forth in Appendix D of this Agreement.

NOTICE:
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ARTICLE XVII - POLICE OFFICERS'
BILL OF RIGHTS

Section 1. The Police Officers' Bill of Rights agreed to by the Employer and the Association is set forth in Appendix B of this Agreement.

NOTICE:
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ARTICLE XVIII - CONFERENCE BOARD

Section 1. There shall be a Conference Board as set forth in Appendix C of this Agreement.

NOTICE:
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ARTICLE XIX - DURATION OF AGREEMENT

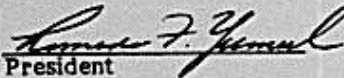
Section 1. Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1983. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 1983 as stipulated in RCW 41.56.440.

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

Signed this ____ day of _____, 1983.

SEATTLE POLICE
MANAGEMENT
ASSOCIATION

CITY OF
SEATTLE



President

Mayor

APPENDIX A - SALARIES

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1982 through August 31, 1983.

Police Lieutenant	\$3108	\$3237	\$3372
Police Captain	\$3574	\$3723	\$3878
Police Major	\$4282	\$4460	

APPENDIX B

POLICE OFFICERS' BILL OF RIGHTS

Section 1. The wide-ranging powers and duties given to the Police 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. Internal investigation defined. For the purposes of this chapter, the term "internal investigation" means an investigation by or under the authority of the chief of police of activities, circumstances or events pertaining to the conduct or acts of a city law enforcement officer. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts are or may be the basis for filing a criminal charge against such officer, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension or other discipline of such officer.
- B. Officer advised of alleged misconduct. Every officer who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, he is suspected of:

(1) Committing a criminal offense;

(2) Misconduct which would be grounds for termination, suspension or other disciplinary action; or that he may not be qualified for continued employment with the police department. At the time of the interview such officer shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

C. Representation by counsel. Any officer who becomes the subject of a criminal investigation may have legal counsel present during all interviews of such officer. Such representation by counsel shall be confined to counseling and shall not be authority for any participation by counsel in the investigation.

D. Officer to be informed in writing--Recorded interviews. In the case of any major investigation and before any interview commences, the officer to be interviewed shall be informed in writing of the nature of the investigation including information necessary to reasonably apprise him of the allegations of any complaint and he shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing before being interviewed.

Such officer may request that the interview be recorded, either mechanically or by a stenographer, and no questions shall be asked "off the record." Upon request, the officer under investigation shall be provided an exact copy of any written statement he has signed and a

verbatim transcript of any interview of such officer.

- E. Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the officer to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion. The officer being interviewed shall be entitled to such intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods. All interviewing shall be limited in scope to activities, circumstances or events which pertain to the conduct or acts of the officer under investigation which form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.
- F. Intimidation of officer prohibited. No officer under investigation shall, as a guise for obtaining such officer's resignation, be falsely threatened with dismissal or other disciplinary action should he refuse to resign, nor shall he be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an inducement to answer questions.

APPENDIX C

CONFERENCE BOARD

There shall be a Department Conference Board consisting of three (3) employees named by the Association 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. A representative of the City Personnel Department shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance. The Conference Board shall meet on an ad hoc basis 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. Either the Association 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. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

APPENDIX D

GRIEVANCE PROCEDURE

Section 1. Any dispute between the Employer and the Association 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 Appendix. Any other type of dispute between the parties as well as disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, and (3) Article VII - Pensions shall not be subject to the procedure delineated in this Appendix.

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

Step 1. Any alleged grievance shall be submitted in writing to the Association by the aggrieved employee in writing within fifteen (15) calendar days of the alleged contract violation. If the Association supports the grievance, it shall be reduced to written form by the Association, stating the Section(s) of the Agreement allegedly violated and explaining grievance in detail and the remedy sought. The written grievance shall be submitted to the aggrieved employee's commanding officer within thirty (30) calendar days of the alleged contract violation with a copy to the aggrieved employee's Bureau Chief, the Chief of Administrative Services, the

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Police Department Director of Personnel
and the City Director of Labor Relations.

Step 2. If the grievance is not resolved pursuant to Step 1 above, it shall be reduced to writing in the same manner described in Step 1. The Association shall forward the Step 2 grievance to the City Director of Labor Relations with a copy to the Chief of Police, the Chief of Administrative Services, the Police Department Director of Personnel 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 Association 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 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 Management Association or
his/her designee within the
Association.

Step 3. If the contract grievance is not settled at Step 2, either the Association 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 2 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.

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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 Association and employees involved.
- (c) The cost of the arbitrator shall be borne equally by the Employer and the Association, 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 3 of this Article shall function pur-

suant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties of 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 Employer and the Association 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 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 Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Appendix D, Section 2.

Section 4. Failure by an employee or the Association 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 the Article shall allow the Association 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 Associations'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 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however, a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

Section 8. Employees covered by the 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 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.

Section 10. An employee covered by this Agreement must upon initiating objections relating to

actions subject to appeal through both the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action.

Section 11. The effective date of Appendix D - Grievance Procedure shall be August 31, 1983.

(L.2)1176

Section 3. The Employer 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 Association or amounts contributed to the Police Charity Fund in lieu of Association dues. The amounts deducted shall be transmitted once each month to the Association 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 Association by the Employer.

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

Section 5 Upon sufficient notification, the Employer shall grant an Association officer or designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the Police Department. The sum total of all such absences shall not exceed ten (10) man-days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

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ARTICLE VIII - 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 Employer will provide a medical care program, as established by the Employer 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 Employer shall provide a medical care program, as established by the Employer, for eligible employees and their eligible dependents.

Section 4. For the calendar years 1982 and 1983, the Employer shall pay one hundred percent (100%) of the monthly premium for the medical care programs cited in Sections 2 and 3 above. The maximum monthly medical premiums per covered employee, including his/her dependent; the Employer will assume will be the premium rates established for the calendar year 1983.

City of Seattle

Executive Department-Office of Management and Budget
Gary Zarker, Director
Charles Royer, Mayor



September 27, 1983

COPY OF ORIGINAL RECEIVED

SEP 28 1983

Douglas N. Jewett
CITY ATTORNEY

5604
Campbell
Jury
AS

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 Department

SUBJECT: An ordinance authorizing a collective bargaining agreement between the City of Seattle and Seattle Police Management Association.

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

GARY ZARKER
Budget Director

GZ/lg/aa

Enclosure

cc: Personnel Director

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ORD.# 111369

Ord.
111369

AGREEMENT

By and Between

CITY OF SEATTLE

And

SEATTLE POLICE MANAGEMENT ASSOCIATION

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (hereinafter called the Employer or the City) and the SEATTLE POLICE MANAGEMENT ASSOCIATION (hereinafter called the Association) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment for those employees for whom the Employer has recognized the Association as the exclusive bargaining representative.

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ARTICLE I - RECOGNITION AND
BARGAINING UNIT

Section 1. The Employer recognizes the Seattle Police Management Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

Section 2. Pursuant to Section 1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

Section 3. The elected President, Vice President, Secretary and Treasurer of the Association or their designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.

Section 4. The President, Vice President, Secretary and Treasurer of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

Section 5. Upon sufficient notification the Employer shall grant an Association officer or designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed ten (10) man days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay

including any premium pay for such time said Association representative spends on special leave of absence.

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ARTICLE II - UNION MEMBERSHIP AND DUES

Section 1. Commencing with the signing of this Agreement, each regular full-time employee within the bargaining unit shall be required, as a condition of employment, to either join the Association or contribute an amount equivalent to the regular monthly dues of the Association to the Association or contribute a like amount to the Police Charity Fund. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Association and the Employer by the Police Charity Organization.

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

- a. Joining the Seattle Police Management Association
- 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 Association without any membership rights.
- d. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Association dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Failure by an employee to abide by the above provision shall constitute cause for reduction in rank or discharge of such employee as determined by the Employer, provided that when an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days' written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue. If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the City Director of Labor Relations in writing, with a copy to the Chief of Police and employee, of such employee's failure to abide by Article II, Section 1. In this notice the Association will, if it is still seeking such, specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Association; provided, however, that this clause shall not restrict the Association from providing internal Association-sponsored benefits to Association members only.

Section 3. The Employer 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 Association or amounts contributed to the Police Charity Fund in lieu of Association dues. The amounts deducted shall be transmitted once each month to the Association 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 Association by the Employer.

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

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ARTICLE III - EMPLOYMENT PRACTICES

Section 1. Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matter pursuant to City ordinance.

Section 2. The rank of Police Major is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Police Major shall be at the discretion of the Employer, and employees as selected shall serve at the sole pleasure of the Chief of Police.

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.

Section 4. Overtime.

A. Lieutenants, at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one hour off, for each hour worked in excess of eighty (80) hours in a biweekly pay period when ordered by the Employer to work such

hours. Periods of work beyond eight hours work per day which are either of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under this Section.

- B. Captains and Majors, at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one hour off, for each hour worked in excess of eighty-five (85) hours in a biweekly pay period when ordered by the Employer to work such hours. Periods of work beyond eight hours work per day which are of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under this Section.
- C. The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day or six (6) days one week and four (4) days the following week or any other variation specifically approved by the Employer on a case-by-case basis.
- D. The effective date of this Overtime Section shall be August 31, 1983.

Section 5. Standby.

- A. Lieutenants shall not be assigned off-duty standby time. Captains and Majors may be assigned off-duty standby time. Such assignment shall not be in excess of one week out of fourteen for Captains nor one weekend out of ten for Majors, unless compensation is paid in the manner set forth in subsection B. below.
- B. Twenty-five percent of straight time pay.
- C. Standby time shall be defined as that period of time during which an employee is required to remain in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond. However, the issuance of a bell boy communicator to an employee does not constitute placing the employee on standby, and no employee shall be restricted in his or her movement or activities by the issuance of the communicator.
- D. The effective date of this Standby Section shall be August 31, 1983.

Section 6. Whenever an employee covered by this Agreement is assigned for a period of two consecutive weeks or more by the Employer via written directive to perform all of the duties and accept all of the responsibility of a higher paid position normally filled by a superior police officer who is temporarily absent due to illness, vacation or travel on City business, he/she shall be paid at the first pay step of the higher position while continuously performing the work of the higher paid position.

Section 7. No employee covered by this Agreement shall be required to work without a firearm unless mutually agreed to the contrary.

Section 8. The Employer's firearms policies as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by this Agreement.

Section 9. Personnel Files. The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential and shall restrict the use of information in the files to internal use by the Employer or other police agencies, provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal.

Section 10. In accordance with Ordinance 104526, as amended, it shall be a condition of employment of employees covered by this Agreement that in the event there is made against such employees any claims and/or litigation arising from any conduct, acts or omissions of such employees in the scope and course of their City employment, the City Attorney of the City shall, at the request of or on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.

Section 11. The Employer's False Arrest Insurance program as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant shall also apply to employees covered by the Agreement.

Section 12. 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, upon approval of the commander, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

Section 13. The Employer agrees to continue to offer a group Life Insurance option to eligible employees.

Section 14. Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Effective September 1, 1982, each employee shall be paid \$325.00 annually to cover the cost of replacement of said items. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months of service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Section 15. A regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the

rate of twenty cents (\$0.20) per mile for all miles driven in the course of City business on that day.

Effective January 15, 1982, the cents per mile mileage reimbursement rate cited above shall be adjusted to reflect the United State Internal Revenue Service cents per mile rate in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

ARTICLE IV - SALARIES

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

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ARTICLE V - 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. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday. If the holiday time for New Year's Day, 1983 is used on December 31, 1982, it will be considered as part of 1983's eleven (11) holidays or days in lieu thereof.

Section 2. Employees covered by this Agreement who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) 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.

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas 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.

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ARTICLE VI - 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

<u>ACCRUAL RATE</u> <u>Hours on Regu-</u> <u>lar Pay Status</u>	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>
0 through 08320	.0460
08321 through 18720	.0577
18721 through 29120	.0615
29121 through 39520	.0692
39521 through 41600	.0769
41601 through 43680	.0807
43681 through 45760	.0846
45761 through 47840	.0885
47841 through 49920	.0923
49921 through 52000	.0961
52001 through 54080	.1000
54081 through 56160	.1038
56161 through 58240	.1076
58241 through 60320	.1115
60321 and over	.1153

COLUMN NO. 2

EQUIVALENT ANNUAL VACATION
FOR FULL-TIME EMPLOYEE

<u>Years of Service</u>	<u>Working Days Per Year</u>
0 through 4	12
5 through 9	15
10 through 14	16
15 through 19	18
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30

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.

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Section 3. Annual vacations shall be subject to the following rules:

- (1) The minimum vacation allowance to be taken by an employee shall be one-half (1/2) 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 Article, commence their actual service with the date of reemployment.

Section 4. Annual vacations as provided by this Article 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) An employee who is laid off, retires, or resigns with at least two (2) weeks written notice shall 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.

- (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 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 fifteen days annual military leave of absence, shall be given vacation credit as if he/she had been employed during such leave.
- (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 5. 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 home 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 6. 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 carryover vacation at one time must request such use from their immediate supervisor at least sixty (60) days in advance.

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 7. Vacation time which is not used during a calendar year per Section 6 above or carried over per Section 4 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 time 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 VI, Section 6, and be subject to the rules of the use thereof.

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ARTICLE VII - PENSIONS

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

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ARTICLE VIII - 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 Employer will provide a medical care program, as established by the Employer 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 Employer shall provide a medical care program, as established by the Employer, for eligible employees and their eligible dependents.

Section 4. For the calendar years 1982 and 1983, the Employer shall pay one hundred percent (100%) of the monthly premium for the medical care programs cited in Sections 2 and 3 above. The maximum monthly medical premiums per covered employee, including his/her dependents, the Employer will assume will be the premium rates established for the calendar year 1983.

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ARTICLE IX - DENTAL CARE

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

Section 2. For the calendar years 1982 and 1983, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care program cited in Section 1 above.

The maximum monthly dental premiums per covered employee, including his/her dependents, the Employer will assume will be the premium rates established for the calendar year 1983.

Section 3. 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.

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ARTICLE X - SICK LEAVE

Section 1. Employees covered by this Agreement who are not covered by State Statute 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.

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ARTICLE XI - MANAGEMENT RIGHTS

Section 1. The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

Section 2. Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:

- A. To recruit, hire, assign, transfer or promote employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action;
- C. To determine the methods, processes, means and personnel necessary for 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;
- D. To determine work schedules and the location of departmental headquarters and facilities; and

E. To control the departmental budget.

Section 3. The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

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ARTICLE XII - WORK STOPPAGES

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. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees covered by this Agreement shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

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ARTICLE XIII - 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 from 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.

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ARTICLE XIV - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendums 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.

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ARTICLE XV - 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 City and the Association 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.

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ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure agreed to by the Employer and the Association is set forth in Appendix D of this Agreement.

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ARTICLE XVII - POLICE OFFICERS'
BILL OF RIGHTS

Section 1. The Police Officers' Bill of Rights agreed to by the Employer and the Association is set forth in Appendix B of this Agreement.

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ARTICLE XVIII - CONFERENCE BOARD

Section 1. There shall be a Conference Board as set forth in Appendix C of this Agreement.

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ARTICLE XIX - DURATION OF AGREEMENT

Section 1. Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1983. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 1983 as stipulated in RCW 41.56.440.

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

Signed this 13th day of October, 1983.

SEATTLE POLICE
MANAGEMENT
ASSOCIATION

CITY OF
SEATTLE


President


Mayor

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APPENDIX A - SALARIES

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1982 through August 31, 1983.

Police Lieutenant	\$3108	\$3237	\$3372
Police Captain	\$3574	\$3723	\$3878
Police Major	\$4282	\$4460	

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APPENDIX B

POLICE OFFICERS' BILL OF RIGHTS

Section 1. The wide-ranging powers and duties given to the Police 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. Internal investigation defined. For the purposes of this chapter, the term "internal investigation" means an investigation by or under the authority of the chief of police of activities, circumstances or events pertaining to the conduct or acts of a city law enforcement officer. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts are or may be the basis for filing a criminal charge against such officer, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension or other discipline of such officer.
- B. Officer advised of alleged misconduct. Every officer who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, he is suspected of:

- (1) Committing a criminal offense;
- (2) Misconduct which would be grounds for termination, suspension or other disciplinary action; or that he may not be qualified for continued employment with the police department. At the time of the interview such officer shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

C. Representation by counsel. Any officer who becomes the subject of a criminal investigation may have legal counsel present during all interviews of such officer. Such representation by counsel shall be confined to counseling and shall not be authority for any participation by counsel in the investigation.

D. Officer to be informed in writing--Recorded interviews. In the case of any major investigation and before any interview commences, the officer to be interviewed shall be informed in writing of the nature of the investigation including information necessary to reasonably apprise him of the allegations of any complaint and he shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing before being interviewed.

Such officer may request that the interview be recorded, either mechanically or by a stenographer, and no questions shall be asked "off the record." Upon request, the officer under investigation shall be provided an exact copy of any written statement he has signed and a

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verbatim transcript of any interview of such officer.

- E. Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the officer to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion. The officer being interviewed shall be entitled to such intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods. All interviewing shall be limited in scope to activities, circumstances or events which pertain to the conduct or acts of the officer under investigation which form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.
- F. Intimidation of officer prohibited. No officer under investigation shall, as a guise for obtaining such officer's resignation, be falsely threatened with dismissal or other disciplinary action should he refuse to resign, nor shall he be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an inducement to answer questions.

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APPENDIX C

CONFERENCE BOARD

There shall be a Department Conference Board consisting of three (3) employees named by the Association 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. A representative of the City Personnel Department shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance. The Conference Board shall meet on an ad hoc basis 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. Either the Association 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

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discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

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APPENDIX D

GRIEVANCE PROCEDURE

Section 1. Any dispute between the Employer and the Association 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 Appendix. Any other type of dispute between the parties as well as disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, and (3) Article VII - Pensions shall not be subject to the procedure delineated in this Appendix.

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

Step 1. Any alleged grievance shall be submitted in writing to the Association by the aggrieved employee in writing within fifteen (15) calendar days of the alleged contract violation. If the Association supports the grievance, it shall be reduced to written form by the Association, stating the Section(s) of the Agreement allegedly violated and explaining grievance in detail and the remedy sought. The written grievance shall be submitted to the aggrieved employee's commanding officer within thirty (30) calendar days of the alleged contract violation with a copy to the aggrieved employee's Bureau Chief, the Chief of Administrative Services, the

Police Department Director of Personnel and the City Director of Labor Relations.

- Step 2. If the grievance is not resolved pursuant to Step 1 above, it shall be reduced to writing in the same manner described in Step 1. The Association shall forward the Step 2 grievance to the City Director of Labor Relations with a copy to the Chief of Police, the Chief of Administrative Services, the Police Department Director of Personnel 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 Association 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 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 Management Association or
his/her designee within the
Association.

- Step 3. If the contract grievance is not settled at Step 2, either the Association 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 2 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 Association and employees involved.
- (c) The cost of the arbitrator shall be borne equally by the Employer and the Association, 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 3 of this Article shall function pur-

suant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties of 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 Employer and the Association 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 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 Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Appendix D, Section 2.

Section 4. Failure by an employee or the Association 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 the Article shall allow the Association 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 Association'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 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however, a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

Section 8. Employees covered by the 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 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.

Section 10. An employee covered by this Agreement must upon initiating objections relating to

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actions subject to appeal through both the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action.

Section 11. The effective date of Appendix D - Grievance Procedure shall be August 31, 1983.

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