

ORDINANCE No. 111596COUNCIL BILL No. 104159

AN ORDINANCE authoriz<sup>g</sup> a Memorandum of Understanding between The City of Seattle and Seattle Police Officers' Guild, amending Article XI, Article XII, and Appendix D of the collective bargaining agreement between the City and the Guild effective through August 31, 1984; fixing the compensation of certain officers and employees in the Police Department effective September 1, 1983; superseding inconsistent ordinances, and providing payment therefor.

*Law Department***The City of Seattle--Legislative****REPORT OF COMMITTEE**

Honorable President:

Your Committee on Finance

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend

*pass*

CONTROLLER FILE No. \_\_\_\_\_

Introduced: <b>MAR 12 1984</b>	By: <b>EXECUTIVE REQUEST</b>
Referred: <b>MAR 12 1984</b>	To: <i>Finance</i>
Referred:	To:
Referred:	To:
Reported: <b>MAR 19 1984</b>	Second Reading: <b>MAR 19 1984</b>
Third Reading: <b>MAR 19 1984</b>	Signed: <b>MAR 19 1984</b>
Presented to <b>MAR 20 1984</b>	Approved: <b>MAR 22 1984</b>
Returned to City Clerk: <b>MAR 22 1984</b>	Published:
Voted by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <b>OK</b>

Committee Chair

(UNIVERSAL 3-21943)

LESS CLERK  
DOCUMENT.

*Law Department*

## The City of Seattle--Legislative Department

### REPORT OF COMMITTEE

Date Reported  
and Adopted

3/15/84

Honorable President:

Your Committee on

Finance

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that the same:

pass

\_\_\_\_\_  
Committee Chair

(UNIVERSAL 3-21843)

NOTICE:

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ORDINANCE 111596

1 AN ORDINANCE authorizing a Memorandum of Understanding between The City  
2 of Seattle and Seattle Police Officers' Guild, amending Article XI,  
3 Article XII, and Appendix D of the collective bargaining agreement  
4 between the City and the Guild effective through August 31, 1984;  
5 fixing the compensation of certain officers and employees in the  
6 Police Department effective September 1, 1983; superseding inconsistent  
7 ordinances, and providing payment therefor.

8 WHEREAS, a collective bargaining agreement effective through August 31, 1984,  
9 between the City and Seattle Police Officers' Guild, as the representa-  
10 tive of certain City employees, was reopened for negotiations on the  
11 issues of salaries, dental care, and medical coverage; and

12 WHEREAS, said employees continued to work after August 31, 1983, on condition  
13 that the subject of their salaries, dental care, and medical coverage  
14 continued to be negotiated during collective bargaining; and

15 WHEREAS, collective bargaining has led to an arbitration award and Memorandum  
16 of Understanding to amend the collective bargaining agreement between  
17 the City and the Guild concerning salaries, dental care, and medical  
18 coverage; Now, Therefore,

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

20 Section 1. As requested by the Director of Personnel and recommended  
21 by the Mayor in the materials attached hereto, the Mayor is hereby authorized  
22 for and on behalf of the City to execute a Memorandum of Understanding with  
23 Seattle Police Officers' Guild substantially in the form attached hereto and  
24 identified as "Memorandum of Understanding by and between The City of Seattle  
25 and Seattle Police Officers' Guild," amending Article XI, Article XII, and  
26 Appendix D of the collective bargaining agreement between the City and the  
27 Guild effective through August 31, 1984.

28 Section 2. Effective September 1, 1983, the rates of compensation of  
the designated positions and assignments in the Police Department shall be  
as follows:

Police Officer \$1981-2133-2235-2326-2449

Police Sergeant \$2693-2817

Incremental salary attached to certain positions:

Police Officer-Detective	\$ 73
Police Sergeant-Detective	73
Police Officer-Detective-Bomb Squad	196
Police Sergeant-Detective-Bomb Squad	196
Police Officer-Diver	73
Police Sergeant-Diver	73
Police Officer-Drillmaster	73
Police Sergeant-Drillmaster	73

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(To be used for all Ordinances except Emergency.)

Police Officer-Motorcycle	\$ 73
Police Sergeant-Motorcycle	73
Police Officer-Radio Dispatcher	73
Police Sergeant-Radio Dispatcher	73
Police Sergeant-Chief Communications Dispatcher	122

Section 3. The Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in the 1984 Budget to 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.

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

Section 5. Execution and delivery of the Memorandum of Understanding 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 19<sup>th</sup> day of March, 1984,  
and signed by me in open session in authentication of its passage this 19<sup>th</sup> day of  
March, 1984.

Ken Benson  
President Pro Tem of the City Council.

Approved by me this 22<sup>nd</sup> day of March, 1984.

Charles Perry  
Mayor.

Filed by me this 22<sup>nd</sup> day of March, 1984.

Gina Hill  
Attest: City Comptroller and City Clerk.

(SEAL)

Published \_\_\_\_\_

By Theresa Dunbar  
Deputy Clerk.

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# City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director  
Charles Royer, Mayor

March 5, 1984



The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

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

REQUESTING  
DEPARTMENT: Personnel

SUBJECT: Memorandum of Understanding with Seattle Police Officers  
Guild

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

*Germaine W. Covington for*  
GARY ZARKER  
Budget Director

GZ/ac/lb

Enclosure

cc: Director, Personnel Department

COPY OF WITHIN RECEIVED

MAR 5 1984

Douglas N. Jewett  
CITY ATTORNEY

6053

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

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

Article XXI - Duration of Agreement

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

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

Article XI - Medical Coverage

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

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

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

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

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

#### Article XII - Dental Care

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

Section 4. Delete existing provision.

#### Appendix D - Salaries

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

Effective September 1, 1983

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

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

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

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

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

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective September 1, 1983</u>
Completion five (5) years of service	2%	\$49
Completion of ten (10) years of service	4%	\$98
Completion of fifteen (15) years of service	6%	\$146
Completion of twenty (20) years of service	8%	\$196

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

SEATTLE POLICE OFFICERS' GUILD

CITY OF SEATTLE

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

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**Your  
Seattle  
Personnel Department**

Susan B. Pavlou, Personnel Director  
Charles Royer, Mayor



March 2, 1984

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 Memorandum  
of Understanding with SPOG

The attached proposed ordinance authorizes the Mayor to execute a Memorandum of Understanding with the Seattle Police Officers' Guild amending the current collective bargaining agreement. The provisions of the MOU are based on the binding interest arbitration award by Philip Kienast on February 24, 1984.

The arbitration award covers salary and health care provisions for the second year of the two-year collective bargaining agreement with SPOG expiring August 31, 1984. Professor Kienast awarded a 3.5% increase in base monthly salaries of Seattle Police Officers and Police Sergeants, with corresponding increases of Police Officer's monthly base salary at the top step. Effective September 1, 1983, Seattle Police Officers' base salary at the top step will increase from \$2366 to \$2449 per month.

The award also provides for 100% City-paid medical and dental benefits for SPOG members and their dependents for the calendar year 1984. These City-paid health care benefits are modified, however, to reflect an increase in the King County Major Medical annual deductible amount from \$50 to \$100.

The Office of Management and Budget has estimated the one-year net cost of the binding salary and health care arbitration award at \$1,310,759 for the SPOG bargaining unit of approximately 952 members.

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

SBP:mc

Attachment