

ORDINANCE No. 112011

COUNCIL BILL No. 104634

*Law Department*

*W*

The City of Seattle--

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Management Association effective through August 31, 1986; fixing the compensation of certain officers and employees in the Police Department effective September 1, 1983 and September 1, 1984; superseding inconsistent ordinances, and providing payment therefor.

REPORT OF

Honorable President:

Your Committee on \_\_\_\_\_

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

*Finance - Budget - 11/13/84 - pass*

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: NOV 13 1984	By: EXECUTIVE REQUEST
Referred: NOV 13 1984	To: <i>Finance</i>
Referred:	To:
Referred:	To:
Reported: NOV 19 1984	Second Reading: NOV 19 1984
Third Reading: NOV 19 1984	Signed: NOV 19 1984
Presented to Mayor: NOV 20 1984	Approved: NOV 21 1984
Returned to City Clerk: NOV 21 1984	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <i>OK</i>

REC'D OMB NOV 20 1984

Com

*Law Department*

*WSP*

# The City of Seattle--Legislative Department

Date Reported  
and Adopted

## REPORT OF COMMITTEE

Honorable President:

Your Committee on \_\_\_\_\_

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

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Committee Chair

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<input type="checkbox"/> ENG	<input type="checkbox"/> PARKS
<input type="checkbox"/> DCLU	<input type="checkbox"/> L & CA
<input type="checkbox"/> DCD	<input checked="" type="checkbox"/> Police
<input type="checkbox"/> LAW	<input type="checkbox"/>

ORDINANCE 112011

1 AN ORDINANCE authorizing a collective bargaining agreement  
2 between the City of Seattle and Seattle Police  
3 Management Association effective through August 31,  
4 1986; fixing the compensation of certain officers and  
employees in the Police Department effective  
September 1, 1983 and September 1, 1984; superseding  
inconsistent ordinances, and providing payment therefor.

5 WHEREAS, a collective bargaining agreement between the City  
6 and Seattle Police Management Association, as the  
representative of certain City employees, expired on  
August 31, 1983; and

7 WHEREAS, said employees continued to work after August 31,  
8 1983, on condition that the subject of their wages was  
and continued to be negotiated during collective  
bargaining; and

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

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

12 Section 1. As requested by the Director of Personnel  
13 and recommended by the Mayor in the materials attached  
14 hereto, the Mayor is hereby authorized for and on behalf of  
15 the City to execute a collective bargaining agreement with  
16 Seattle Police Management Association effective through  
17 August 31, 1986, substantially in the form attached hereto  
18 and identified as "Agreement by and between The City of  
19 Seattle and Seattle Police Management Association" with  
20 "Appendix A" thereto setting forth rates of pay for the  
21 classes of positions listed therein effective September 1,  
1983 and September 1, 1984.

22 Section 2. As of September 1, 1983, the rates of  
23 compensation of the designated positions and assignments in  
24 the Police Department shall be as follows:

25	Police Lieutenant	\$3183	\$3315	\$3453
26	Police Systems Supervisor	3183	3315	3453
27	Community Service Officer Program Director	3183	3315	3453
28	Police Captain	3660	3812	3971

1	Police Communications Director	3660	3812	3971
2	Administrative Assistant to Chief of Police	3660	3812	3971
3	Police Major		4385	4567
4	Police Major - Inspection Services		4385	4567

Incremental salary attached to certain positions:

Police Lieutenant - Bomb Squad \$122 per month

Section 3. As of September 1, 1984, the rates of compensation of the designated positions and assignments in the Police Department shall be as follows:

10	Police Lieutenant	\$3336	\$3474	\$3619
11	Police Systems Supervisor	3336	3474	3619
12	Community Service Officer Program Director	3336	3474	3619
13	Police Captain	3836	3995	4162
14	Police Communications Director	3836	3995	4162
15	Administrative Assistant to Chief of Police	3836	3995	4162
16	Police Major		4595	4786
17	Police Major - Inspectional Services		4595	4786

Incremental salary Attached to certain positions:

Police Lieutenant - Bomb Squad \$129

Section 4. Employees in the position of Police Major assigned to Inspectional Services will be granted twenty (20) hours of noncumulative paid Executive Leave effective July 1, 1984, and thereafter, will be granted forty (40) hours of noncumulative paid Executive Leave per calendar year effective January 1, 1985. Executive Leave for Police Major assigned to Inspectional Services shall be administered in accordance with the Executive Leave provisions of the collective bargaining agreement between the City and Seattle Police Management Association.

1 Section 5. Police Department employees in the desig-  
2 nated ranks of Police Lieutenant, Police Captain, Police  
3 Major, Assistant Chief of Police, and Chief of Police shall  
4 receive clothing allowances according to the following  
5 schedule:

<u>Effective Date</u>	<u>Annual Allowance</u>
6 September 1, 1983	\$350
7 September 1, 1984	\$375
8 September 1, 1985	\$400

9 Section 6. The Police Department is hereby authorized  
10 to use unexpended and unencumbered salary funds accumulating  
11 in the 1984 Budget to pay the compensation authorized in  
12 Sections 2, 3, 4 and 5. The City Comptroller is authorized  
13 to draw and the City Treasurer to pay the warrants drawn for  
14 the compensation authorized in Sections 2, 3, 4 and 5.

15 Section 7. The Salary Ordinance and any other  
16 ordinances insofar as inconsistent herewith are hereby  
17 superseded.

18 Section 8. Execution and delivery of the agreement  
19 authorized in Section 1 hereof and any act consistent with  
20 the authority and prior to the effective date of this  
21 ordinance are hereby ratified and confirmed.

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26 L.R.-9  
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28

(To be used for all Ordinances except Emergency.)

Section 9. 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 November, 1984,  
and signed by me in open session in authentication of its passage this 19<sup>th</sup> day of  
November, 1984 *Norman B. Pie*  
President of the City Council.

Approved by me this 21<sup>st</sup> day of November, 1984 *Charles Royan*  
Mayor.

Filed by me this 21<sup>st</sup> day of November, 1984

Attest: *Jim Hill*  
City Comptroller and City Clerk.

(SEAL)

Published \_\_\_\_\_

By *Lea Ethelich*  
Deputy Clerk.

CS 8.1.8

PUBLISH  DO NOT PUBLISH  
CITY ATTORNEY *[Signature]*

**Your  
Seattle  
Personnel Department**

Susan B. Pavlou, Personnel Director  
Charles Floyer, Mayor



**FILED**  
CITY OF SEATTLE  
1984 DEC 10 AM 11:58  
COMPTROLLER AND CITY CLERK

December 6, 1984

**TO:** Virginia Miller  
Assistant City Clerk

**FROM:** Everett Rosmith  
Director of Labor Relations

*ESR*

**SUBJECT:** Labor Agreement with Seattle Police Management Association

Enclosed is a signed copy of the labor agreement between the City of Seattle and the Seattle Police Management Association, effective through August 31, 1986. This agreement was executed by the City in accordance with Ordinance No. 112011.

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

ER:cm

Enclosure



AGREEMENT  
BY AND BETWEEN  
CITY OF SEATTLE  
AND  
SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective through August 31, 1986

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AGREEMENT  
BY AND BETWEEN  
CITY OF SEATTLE  
AND  
SEATTLE POLICE MANAGEMENT ASSOCIATION

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 wages, hours and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

## ARTICLE I - RECOGNITION AND BARGAINING UNIT

1.1 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.

1.1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

1.2 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.

1.3 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.

1.3.1 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 fifteen (15) work 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.

## ARTICLE 2 - UNION MEMBERSHIP AND DUES

2.1 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.

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 Section 2.1. 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, and the Employer shall effectuate the discharge.

2.2 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.

2.3 The Employer agrees to deduct from the paycheck 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.

2.4 The Association agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

## ARTICLE 3 - EMPLOYMENT PRACTICES

3.1 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.

3.2 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.

3.3 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/she occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

### 3.4 Overtime and Executive Leave.

3.4.1 Except as otherwise provided in Sections 3.4.2 and 3.4.3 Lieutenants (except those working a six (6) and two (2) schedule), at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1½) or (b) provided with one and one-half (1½) hours off for each hour worked in excess of forty (40) in a work-week when ordered by the Employer to work such hours.

3.4.2 The work period for Lieutenants working a six (6) and two (2) schedule (6 days on and 2 days off) shall be the equivalent of eighty (80) hours biweekly on an annualized basis. Lieutenants working the six (6) and two (2) schedule, at the Employer's option, shall either be (a) compensated at the rate of time and one-half (1½) or (b) provided with one and one-half (1½) hours off for each hour worked in excess of his/her regularly scheduled six (6) day work period when ordered by the Employer to work such hours. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 6/2 schedule.

3.4.3 Periods of work beyond eight hours 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 Sections 3.4.1 and 3.4.2.

NOTE: Sections 3.4.1 through 3.4.3 are to be effective July 1, 1984.

3.4.4 Management employees of the rank of Police Captain and Police Major may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, effective July 1, 1984, each Captain and Major will be granted twenty (20) hours of non-cumulative paid Executive Leave. Effective January 1, 1985, each Captain and Major will be granted forty (40) hours of noncumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated.

3.4.5 Employees appointed (promoted) to the rank of Captain or Major after January 1 of any calendar year shall, for the calendar year in which appointed, only be entitled to a prorated share of forty (40) hours of Executive Leave time based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon appointment.

3.4.6 Use of Executive Leave shall be accomplished in the same manner as vacation leave or in accordance with specific policies promulgated by the Seattle Police Department for use of Executive Leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted or else it will be lost.

NOTE: Sections 3.4.5 through 3.4.6 are to be effective July 1, 1984.

3.5 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.

### 3.6 Standby

3.6.1 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.

3.6.2 Lieutenants shall not be assigned off-duty standby time.

3.7 Whenever an employee 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.

3.8 No employee shall be required to work without a firearm except when reasonably deemed necessary by the Employer to be in the best interest of the City.

3.9 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.

3.10 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.



3.11 In accordance with Ordinance 104526, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee 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.

3.12 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.

3.13 Sickness/Serious Injury in the Family. In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or his/her designee, 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.

3.14 The City shall offer a group Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier.

3.15 Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Effective September 1, 1983, each employee shall be paid \$350.00 annually to cover the cost of replacement of said items. Effective September 1, 1984, this amount shall be increased to \$375. Effective September 1, 1985, this amount shall be further increased to \$400. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months 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.

3.16 Employees who are authorized 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.

3.16.1 The cents (¢) per mile mileage reimbursement rate cited above shall be adjusted on January 15 of each year during the term of this Agreement to reflect the United States Internal Revenue Service audit rate then in effect on those specific dates for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

ARTICLE 4 - SALARIES

4.1 The Employer shall pay the salaries set forth in Appendix A of this Agreement.

## ARTICLE 5 - HOLIDAYS

5.1 Employees 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. As a result of the City's adoption of a holiday celebrating Martin Luther King, Jr.'s birthday, effective January 1, 1985, the number of days (eleven (11)) cited in sentence one of this section shall become twelve (12) instead of eleven (11).

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

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

5.3 Whenever an employee has actually worked a holiday covered in Section 5.1 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/her 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.

ARTICLE 6 - VACATIONS

6.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 6.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of employees who work a six (6)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time and holiday time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

6.3 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. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u> Hours on Regular Pay Status	Vacation Earned Per Hour	<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>		MAXIMUM VACATION BALANCE (HOURS)
		<u>Years of Service</u>	<u>Working Days Per Year</u>	
0 through 08320 ..	.0460	0 through 4 ..	12	(96) 192
08321 through 18720 ..	.0577	5 through 9 ..	15	(120) 240
18721 through 29120 ..	.0615	10 through 14 ..	16	(128) 256
29121 through 39520 ..	.0692	15 through 19 ..	18	(144) 288
39521 through 41600 ..	.0769	20 .....	20	(160) 320
41601 through 43680 ..	.0807	21 .....	21	(168) 336
43681 through 45760 ..	.0846	22 .....	22	(176) 352
45761 through 47840 ..	.0885	23 .....	23	(184) 368
47841 through 49920 ..	.0923	24 .....	24	(192) 384
49921 through 52000 ..	.0961	25 .....	25	(200) 400
52001 through 54080 ..	.1000	26 .....	26	(208) 416
54081 through 56160 ..	.1038	27 .....	27	(216) 432
56161 through 58240 ..	.1076	28 .....	28	(224) 448
58241 through 60320 ..	.1115	29 .....	29	(232) 464
60321 and over .....	.1153	30 .....	30	(240) 480

6.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on April 1, 1984, exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through January 3, 1986. On, or prior to, January 3, 1986, employees may cash out any portion of that vacation that had previously been identified as "accumulated vacation," after which date all vacation hours in excess of the maximum vacation balance allowed for in Sections 6.3 and 6.4 shall be lost, and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1985 grace period proviso.

6.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

6.6 In the event that the Employer cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter. (This section is effective January 1, 1984.)

6.8 The minimum vacation allowance to be taken by an employee shall be one-half ( $\frac{1}{2}$ ) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.

6.9 An employee who retires or resigns or who is laid off after more than six (6) months service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

6.9.1 "Resign" for purposes of this Section shall be defined as the employee giving two (2) weeks prior written notice of such intent to resign.

6.10 Upon the death of an employee in active service, pay shall 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.

6.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

6.12 An employee who quits or is dismissed for cause shall be paid in a lump sum for any vacation earned in the preceding year and not taken prior to separation from the City service, but not for the current year. An employee shall be considered to have quit, as opposed to resigned, when he/she gives less than two (2) calendar weeks' written notice to the City of the date of his/her voluntary termination of City employment.

6.13 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence.

6.14 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

ARTICLE 7 - PENSIONS

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

## ARTICLE 8 - MEDICAL COVERAGE

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

8.1.1 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.

8.1.2 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.

8.2 During calendar years 1983, 1984 and 1985, the Employer shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Sections 8.1.1 and 8.1.2 above.

8.3 During the calendar year 1986, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Sections 8.1.1 and 8.1.2 above; provided, that the City's contribution toward the premium increase for the King County Medical Blue Shield Plan or its successor shall not exceed an amount equal to the average annual percentage increase in King County Medical Blue Shield premiums since 1979 as derived from the following formula:

For Section 8.1.1

$$\begin{aligned} & 1986 \text{ Monthly Premium } \times 1.1^* \\ & - \$55.90 \text{ (1979 Monthly Premium)} \\ & \div \$55.90 \text{ (1979 Monthly Premium)} \\ & \div 8 = \underline{\hspace{2cm}} \% \end{aligned}$$

$$\left[ \frac{1986 \text{ monthly premium } \times 1.1^* - \$55.90 \text{ (1979 monthly premium)}}{\$55.90 \div 8} \right]$$

For Section 8.1.2

$$\begin{aligned} & 1986 \text{ Monthly Premium } \times 1.1^* \\ & - \$69.60 \text{ (1979 Monthly Premium)} \\ & \div \$69.60 \text{ (1979 Monthly Premium)} \\ & \div 8 = \underline{\hspace{2cm}} \% \end{aligned}$$

$$\left[ \frac{1986 \text{ monthly premium } \times 1.1^* - \$69.60 \text{ (1979 monthly premium)}}{\$69.60 \div 8} \right]$$

\*This represents the estimated impact upon the 1986 premium when the City calculates the experience of active employees separately from the experience of the Under Age 65 Retiree group under the King County Medical Blue Shield plan.

8.3.1 The maximum monthly medical care premiums per covered employee, including his/her dependents, the City shall assume shall be the premium rates established for the calendar year 1986 not to exceed the maximum limitation set forth within Section 8.3 above.

8.3.2 If the 1986 monthly premium for the King County Medical Blue Shield Plan or its successor exceeds the maximum to be paid by the City, the additional cost shall be assumed by the employee unless the parties to this Agreement agree to change the benefit mix of the affected Plan or self-insure so as to reduce the cost to a level at or below the Employer's afore-referenced obligation.

8.4 The health care programs cited in Section 8.1.1 and Section 8.1.2 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Association. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

8.5 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 8.1.1, 8.1.2 and 8.4.

8.6 Effective July 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.



## ARTICLE 9 - DENTAL CARE

9.1 Dental Care. During the term of this Agreement, the Employer shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the Employer and Wasington Dental Service which is applicable to employees covered by this Agreement and in effect upon the signing of this Agreement.

9.2 During calendar years 1984, 1985 and 1986, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 9.1 above.

9.3 The maximum monthly dental care premiums per covered employees, including his/her dependents, the Employer shall assume shall be the premium rates established for the calendar year 1986.

9.4 The dental care program cited in Section 9.1 above does not have to remain exactly the same as the program in effect upon the effective date of this Agreement but the dental benefits shall remain substantially the same. The Employer may, at its discretion, change the insurance carrier for the dental benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the dental benefits afforded under the existing dental care program or a change in carrier shall first be discussed with the Association. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

9.5 During the term of this Agreement, the Employer may eliminate the insurance carrier for the dental benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits, provided such change maintains substantially the same level of dental benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other dental care options in addition to those cited in Section 9.1 above.

ARTICLE 10 - SICK LEAVE

10.1 Employees who are not covered by State Statute 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended.

10.2 Employees 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.

## ARTICLE 11 - MANAGEMENT RIGHTS

11.1 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.

11.2 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 or 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.

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

11.4 Except as provided in Sections 11.1, 11.2 and 11.3 above or otherwise stated in this Agreement, the Employer shall notify the Association prior to implementing any proposed change(s) in benefits or privileges generally prevailing for employees which are mandatory subjects of bargaining but not itemized in this Agreement. The Association shall have fifteen (15) working days to comment and/or request a meeting on any such proposed change(s) with the understanding that the time period for comment may be extended by mutual agreement of the parties. After consideration of the Association's comments, if any, the Employer may implement the proposed change(s); provided that the Association may challenge the change(s) through the grievance procedure set forth in Article 16. Provided the employer can show reasonable business, legal or operational justification for making such change(s), the arbitrator may not affect or alter the Employer's action.

## ARTICLE 12 - WORK STOPPAGES

12.1 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/her assigned duties to the best of his/her 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 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 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.

12.2 The Employer shall not engage in lockout.

### ARTICLE 13 - SUBORDINATION OF AGREEMENT

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

13.2 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 14 - SAVINGS CLAUSE

14.1 If any provision of this Agreement 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 shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

ARTICLE 15 - ENTIRE AGREEMENT

15.1 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.

15.2 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 16 - GRIEVANCE PROCEDURE

16.1 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 Article. 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 7 - Pensions, shall not be subject to the procedure delineated in this Article.

16.2 A grievance as defined in Section 16.1 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 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, a detailed explanation of the grievance 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 of Labor Relations or his/her designee.

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

Member - President of the Seattle Police 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.

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

16.2.3 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, alter, change or modify the terms of this Agreement, and his/her 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 pursuant 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 American Arbitration 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.

16.3 The time for processing a grievance stipulated in Section 16.2 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 Section 16.2.

16.4 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 this Article shall allow the Association to proceed to the next step without waiting for the Employer to reply at the previous step.

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

16.6 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for nonacceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

16.7 A grievance decision at any step of the procedure in Section 16.2 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.

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

16.9 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.

16.10 An employee 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.

## ARTICLE 17 - POLICE OFFICERS' BILL OF RIGHTS

17.1 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 provisions of this Article shall be followed.

17.1.2 Internal investigation defined. For the purposes of this Article, 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 an employee. 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 the employee, 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.

17.1.3 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/she is suspected of:

1. Committing a criminal offense;
2. Misconduct which would be grounds for termination, suspension or other disciplinary action; or that he/she 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.

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

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

Such employee 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/she has signed and a verbatim transcript of any interview of such employee.

17.1.6 Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the employee 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 employee being interviewed shall be entitled to such intermissions as he/she 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 employee under investigation that form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.

17.1.7 Intimidation of employee prohibited. No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should he/she refuse to resign, nor shall any employee be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an inducement to answer questions.

## ARTICLE 18 - CONFERENCE BOARD

18.1 There shall be a Police Department Conference Board consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or his/her 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. 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.

18.2 The Conference Board shall meet on an ad hoc basis at the request of either party and shall consider and discuss matters of mutual concern pertaining to the improvement of the Police Department and the welfare of the employees.

18.3 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 and shall function in a consultive capacity to the Chief of Police.

18.4 Either party 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 and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

18.5 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 rights of the parties provided in this Agreement and by law.

ARTICLE 19 - DURATION OF AGREEMENT

19.1 Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1986. 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 1986 as stipulated in RCW 41.56.440.

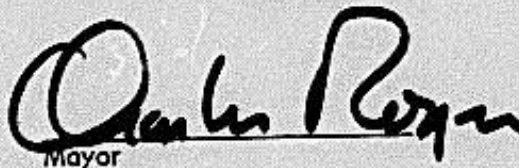
19.2 Any contract changes desired by either party must be included in the opening letter described in Section 19.1 and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

Signed this 4<sup>th</sup> day of December, 1984.

SEATTLE POLICE MANAGEMENT  
ASSOCIATION

  
President

CITY OF SEATTLE  
Executed under the authority  
of Ordinance 118011.

  
Mayor

APPENDIX A - SALARIES

A.1 The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1983, through August 31, 1984.

Police Lieutenant	\$3183	\$3315	\$3453
Police Captain	\$3660	\$3812	\$3971
Police Communications Director	\$3660	\$3812	\$3971
Police Major	\$4385	\$4567	

A.2 The following rates of pay are effective September 1, 1984, through August 31, 1985.

Police Lieutenant	\$3336	\$3474	\$3619
Police Captain	\$3836	\$3995	\$4162
Police Communications Director	\$3836	\$3995	\$4162
Police Major	\$4595	\$4786	

A.3 Effective September 1, 1985, the base wage rates enumerated in Section A.2, shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for the Seattle-Everett Metropolitan area. The "Index" used shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W) (1967=100) covering the period from July 1984 through July 1985 as published by the Bureau of Labor Statistics. The percentage increase in the Consumer Price Index shall be based upon the July Index points as computed by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{July 1985 Index Pts.} - \text{July 1984 Index Pts.}}{\text{July 1984 Index Points}} \times 100 =$$

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

A.4 The term "Consumer Price Index" as used herein shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W) (1967=100) as published by the Bureau of Labor Statistics of the United States Department of Labor for the Seattle-Everett Metropolitan area.

A.5 In the event the "Consumer Price Index" becomes unavailable, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for the purposes of computing such increase, and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

A.6 Effective September 1, 1983, a salary premium based on five percent (5%) of the top base pay step of the classification Police Officer shall be paid to Police Lieutenant assigned to the Bomb Squad while so assigned. The dollar equivalent to this percentage premium is \$122 per month effective September 1, 1983, and \$129 per month effective September 1, 1984.

# City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director  
Charles Royer, Mayor

*O.K. Kishner*



GB # 6848

November 2, 1984

The Honorable Douglas Jewett  
City Attorney  
City of Seattle

*Sherron  
Olney  
JHS*

CITY OF SEATTLE RECEIVED

NOV 5 1984

Douglas H. Jewett  
CITY ATTORNEY

Dear Mr. Jewett:

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

REQUESTING  
DEPARTMENT: Personnel

SUBJECT: Collective bargaining agreement with 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

*Guinevere W. Covington for*

GARY ZARKER  
Budget Director

GZ/ac/ba

Enclosure

cc: Director, Personnel Department



**Your  
Seattle  
Personnel Department**

Susan B. Pavlou, Personnel Director  
Charles Royer, Mayor

REC'D OMB NOV 1 1984



October 29, 1984

TO: City Council  
City of Seattle

827729

VIA: Mayor Charles Royer

ATTN: Gary Zarker, Director  
Office of Management and Budget

FROM: Susan B. Pavlou *SBP*  
Personnel Director

SUBJECT: Proposed Ordinance Authorizing Collective Bargaining Agreement with  
Seattle Police Management Association.

The attached proposed ordinance authorizes a three-year collective bargaining agreement effective through August 31, 1986, with Seattle Police Management Association. The provisions of this agreement are based in part on the binding interest arbitration award by Alan K. Krebs on October 2, 1984.

The award provided salary increases of 2.4% for the first year and 4.8% for the second year. The third-year adjustment effective September 1, 1985, will be based on 90% of the percentage change in the Seattle-Everett Consumers Price Index for the year ending July 1985. The first and second year salary adjustments are listed in the proposed ordinance together with corresponding increases for sworn officers in the non-bargaining unit titles of Police Major-Inspectional Services, Police Systems Supervisor and Administrative Assistant to Chief of Police.

Arbitrator Krebs' award also provided for an increase in annual clothing allowance from the present \$325 to \$400 in three \$25 increments beginning September 1, 1983. This increase is extended in the proposed ordinance to non-bargaining unit sworn personnel in ranks of Major assigned Inspectional Services, Assistant Chief and Chief of Police.

Prior to arbitration, the City and the Association resolved the longstanding issue of compensation for Police management overtime and formal standby duty. In lieu of overtime or standby pay, Captains and Majors will receive Executive Leave equal to five days per year beginning July 1984. This leave is extended in the proposed ordinance to Police Major assigned Inspectional Services. Police Lieutenants are not required to serve time on the rotating standby schedule and will not be eligible for Executive Leave days; Lieutenants who are required to work overtime (e.g., Lieutenants assigned to Homicide) will, however, be entitled to overtime compensation at the rate of time and a half after 40 hours per week.

City Council  
October 29, 1984  
Page 2

The agreement provides for adjusted premium pay effective September 1, 1983, at the rate of 5% of a Police Officer's top step to the Police Lieutenant assigned to Bomb Squad in order to restore equity with premium pay for Bomb Squad officers under the Bomb Squad Lieutenant's supervision.

Health Care provisions were negotiated consistent with earlier settlements as follows:

- 100% City-paid premiums for the Group Health and King County Medical Blue Shield plans covering employees and dependents for calendar years 1984 and 1985.
- 100% City-paid premiums for the medical care programs now funded by the City for calendar year 1986, provided that the City's contribution to the 1986 premium increase for the King County Medical Blue Shield plan or its successor shall not exceed the average annual percentage increase in said premiums since 1979.
- An increase in the deductible under the King County Medical Blue Shield plan from \$50 to \$100 effective July 1, 1984.
- 100% City-paid premiums for the Washington Dental Service plan covering employees and dependents for calendar years 1984, 1985 and 1986.

The vacation provisions have been brought in line with the vacation ordinance and other settlements. Bargaining unit employees have a grace period through December 1985 to use or cash out excess "accumulated vacation" before they come under the maximum accumulation allowed most other City employees.

Should you have any questions regarding the arbitration award or negotiated provisions of the collective bargaining agreement, please call Labor Negotiator Bill Hauskins (7872). Questions regarding the proposed ordinance may be addressed to Labor Relations Analyst Phyllis Dwyer (7871).

SBP:pdh

Attachment