

ORDINANCE No. 113724

*Law Department*

COUNCIL BILL No. 106488

# The City of Seattle--Legislative

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and the Seattle Police Dispatchers' Guild, effective through August 31, 1989, superseding inconsistent ordinances, and providing payment therefor.

## 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 recomme

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

Introduced: <b>NOV 16 1987</b>	By: <b>EXECUTIVE REQUEST</b>
Referred: <b>NOV 16 1987</b>	To: <i>Finance &amp; Personnel</i>
Referred:	To:
Referred:	To:
Reported: <b>NOV 23 1987</b>	Second Reading: <b>NOV 23 1987</b>
Third Reading: <b>NOV 23 1987</b>	Signed: <b>NOV 23 1987</b>
Presented to Mayor: <b>NOV 24 1987</b>	Approved: <b>NOV 30 1987</b>
Returned to City Clerk: <b>NOV 30 1987</b>	Published:
Vetoes by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <b>OK</b>

*FILED Clerk NOV 24 1987*

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

*Law Department*

## 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

RECORDED  
NOV 24 1907

NOTICE: IF YOU REQUIRE IN THIS CASE A COPY OF THIS NOTICE  
IT IS NOT TO BE FORWARDED TO THE DEPARTMENT.



#3.  
C.B.106488

ORDINANCE 113724

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AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and the Seattle Police Dispatchers' Guild, effective through August 31, 1989, superseding inconsistent ordinances, and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and the Seattle Police Dispatchers' Guild, as the representative of certain City employees, expired on August 31, 1986; and

WHEREAS, said employees continued to work after August 31, 1986, on condition that the subject of their wages was and continued to be negotiated during collective bargaining; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Personnel and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with the Seattle Police Dispatchers' Guild, effective through August 31, 1989. The agreement is substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and the Seattle Police Dispatchers' Guild," with "Appendix A" thereto setting forth the rates of pay for the classes of positions listed therein effective September 1, 1986, March 1, 1987 and September 1, 1987.

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

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

Section 4. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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(To be used for all Ordinances except Emergency.)

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

Passed by the City Council the 23<sup>rd</sup> day of November, 1987, and signed by me in open session in authentication of its passage on the 23<sup>rd</sup> day of November, 1987.

*[Signature]*  
President of the City Council.

Approved by me this 30<sup>th</sup> day of November, 1987.  
*[Signature]*  
Mayor.

Filed by me this 30<sup>th</sup> day of November, 1987.

*Norman J. Brooks*  
Attest: City Comptroller and City Clerk.

(SEAL)

Published .....

By *Margaret Carter*  
Deputy Clerk.



**City of Seattle  
Personnel Department**

Charles Royer, Mayor  
Everett S. Rossmo, Personnel Director



March 30, 1988

**TO:** Mike Saunders  
Assistant City Clerk

**FROM:** Bill Hauskins *Bill*  
Director of Labor Relations

**SUBJECT:** Collective Bargaining Agreement with the Seattle Police  
Dispatchers Guild

Attached is a signed copy of a collective bargaining agreement between The City of Seattle and the Seattle Police Dispatchers Guild, which is effective through August 31, 1989. This agreement was executed by the City in accordance with Ordinance No. 113724.

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

BH:pst  
Attachments

FILED  
CITY OF SEATTLE  
MAR 31 AM 11:40  
EMPLOYEE AND CITY CLERK

m/spdgmemo

An equal employment opportunity - affirmative action employer  
4th Floor Dexter Horton Building 710 Second Avenue Seattle, Washington 98104-1793  
General Information 684-7900  
Telephone Typewriter (TTY)  
(for the hearing impaired) 684-7888  
100% recycled paper

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**AGREEMENT**  
**By and Between**  
**THE CITY OF SEATTLE**  
**and**  
**SEATTLE POLICE DISPATCHERS GUILD**

**Effective through August 31, 1989**

FILED  
CITY OF SEATTLE  
1989 MAR 31 AM 11:40  
REGISTRAR AND CLERK  
40

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**AGREEMENT**

**By and Between**

**THE CITY OF SEATTLE**

**and**

**SEATTLE POLICE DISPATCHERS GUILD**

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**PREAMBLE**

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions.

FILED  
CITY OF SEATTLE  
1993 MAR 31 AM 11:40  
COMPTROLLER AND CLERK

(3)

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ARTICLE I - NON-DISCRIMINATION

1.1 The City and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

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ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

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ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

3.1 The City hereby recognizes the Seattle Police Dispatchers Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include all regular full-time employees but shall exclude temporary and part-time employees.

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

3.3 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

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ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine work schedules; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

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ARTICLE 5 - GUILD MEMBERSHIP AND FEES

5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

5.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular initiation fee and regular monthly dues uniformly required of members of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.

5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Guild shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.



5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer from any and all liability resulting from the dues check-off system.

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ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.

6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

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ARTICLE 7 - WORK STOPPAGE

7.i The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City, including but not limited to the recovery of any financial losses suffered by the City.

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## ARTICLE 8 - GRIEVANCE PROCEDURE

**8.1.1** Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a "contract grievance." Any other dispute between the City and any employee covered by this Agreement shall be considered a "noncontract grievance." A contract grievance shall be processed in accordance with the following procedure while a noncontract grievance shall be processed through procedures established by the City. Only the appropriate contract or noncontract procedure may be used. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process.

**8.1.2** An employee has the right to have the Shop Steward or Guild Representative present at each step of the grievance procedure.

- Step 1.** The contract grievance shall be taken up by the employee, the Shop Steward or Guild Representative, with the immediate supervisor within fourteen (14) calendar days of the alleged contract violation. The immediate supervisor should consult and/or arrange a meeting with his superior if necessary to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance within fourteen (14) calendar days after being notified of the alleged contract grievance.
- Step 2.** If the contract grievance is not resolved as provided in Step 1, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. The Shop Steward or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The Bureau Chief shall thereafter convene a meeting within fourteen (14) calendar days between the Shop Steward or Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the Guild within fourteen (14) calendar days after the contract grievance meeting.
- Step 3.** If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within thirty (30) calendar days of having received the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild an answer in writing fourteen (14) calendar days after receipt of the contract grievance or the meeting between the parties.

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

- a. Identification of Section(s) of Agreement allegedly violated.
- b. Details or nature of the alleged violation.
- c. Position of party who is referring the grievance to arbitration.
- d. Question(s) which the arbitrator is being asked to decide.
- e. Remedy sought.

The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

- I. The arbitrator shall have no power to tender 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.
- II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.
- III. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- IV. 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.

Disciplinary action may be processed through the third (3rd) step of the grievance procedure, but shall not be a subject for arbitration. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by City Charter, Ordinance or Law, including the procedure for appeals thereof. This clause shall not, however, prevent the Guild from affording to its members such representation in any other proceeding as it may see fit.

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**8.2** Any time limits stipulated in the contract grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

**8.3** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

**8.4** As a means of facilitating settlement of a contract grievance, either party may include an additional member on its committee. If at any step in the contract grievance, management's answer in writing is unsatisfactory, the Guild's reason for non-acceptance must be presented in writing.

**8.5** Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.

**8.6** Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance.

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ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement.

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ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty. The normal workweek for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal workday shall be eight (8) hours a day including mealtime and breaks. The normal schedule for employees in the Communications Division shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off, adjusted to provide 120 furlough days per year. (In order to receive 120 furlough days, the Guild agrees to give up the twelve holidays and the corresponding premium pay for holidays worked that was previously cited in their collective bargaining agreement.) The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the total of 120 furlough days per year. Any change to this workweek must be agreed to by the Seattle Police Department Communications Division management and the Guild.

10.2 All hours worked in excess of eight (8) in one (1) day and all hours worked on a scheduled furlough day shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.1 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses and the employee may have up to 240 days in which to use such compensatory time.

10.4 Overtime will normally be assigned on a volunteer basis and shall be divided equally as possible among those employees who desire to work overtime.

However, in the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this Agreement starting with the least senior person provided that the following procedures shall apply:

- a. The Sergeant should first ask for volunteers for overtime.
- b. If there are no volunteers or additional personnel are needed the Sergeant will ask for volunteers for mandatory overtime.
  - 1) a volunteer for mandatory overtime will be checked off the mandatory overtime list for the current cycle through the roster. This means that a person cannot volunteer "ahead", that is, all persons present must have worked mandatory overtime once before someone could volunteer to work a second time.

- c. If the above two steps do not produce someone to work overtime, the next person on the mandatory overtime list will be required to work.

An employee who can demonstrate that he/she is ill or has an illness in his/her immediate family will not be required to work overtime. Transportation and child care problems will also be considered valid reasons for not working mandatory overtime, provided that no employee shall attempt to avoid mandatory overtime consistently through use of these exceptions.

10.5 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility, provided however, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. Proper authority shall be the Communications Division Lieutenant or Director.

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ARTICLE II - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance T05961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

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ARTICLE 12 - HEALTH CARE, DENTAL CARE AND LIFE INSURANCE

12.1 Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield and Group Health Cooperative of Puget Sound which are applicable to employees covered by this Agreement and which were in effect upon the execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.

12.1.1 Effective January 1, 1988, the City shall establish what shall be known as the Comprehensive Plan under King County Medical Blue Shield. The basic elements of this medical plan shall be:

- Lifetime maximum benefit of \$1,000,000; and
- Benefits shall be paid at eighty percent (80%) of usual, reasonable and customary charges, up to one thousand dollars (\$1,000) per person during each calendar year; then paid at one hundred percent (100%) of usual reasonable and customary charges for the remainder of the year; and
- A deductible expense to the participant and his/her dependents equal to one hundred dollars (\$100) per covered person per calendar year. If three (3) or more covered family members satisfy three hundred dollars (\$300) in eligible deductible expenses in a calendar year, no further deductible shall be required from any family member during that calendar year. The deductible shall be payable by the employee before any benefits of the Plan, as previously described, are payable; and
- One routine eye examination per year to determine the need for a new or changed prescription for corrective lenses shall be provided; and
- Payment for the usual and customary charge for lenses and frames when prescribed by a participating physician or licensed optometrist to correct a refractive error shall be provided subject to the limitations hereinafter stated. The benefit herein after listed for contact lenses shall be provided only for aphakia or if the visual acuity of the patient is correctable to 20/70 in the better eye with the use of contact lenses. In the event contact lenses rather than ordinary frames and lenses are elected, and the previously referenced benefit does not apply, benefits will be as set forth within the following schedule for single vision lenses (two lenses each calendar year maximum):

Single Vision.....	\$ 20.00
Bi-focal.....	\$ 30.00
Tri-focal.....	\$ 40.00
Lenticular or Aphakic (external lens requiring a frame).....	\$ 65.00
Contact.....	\$100.00
Frames (once every two calendar years maximum).....	\$ 30.00

The City shall enter into a contract with King County Medical Blue Shield to further and more fully define the benefits of this Plan.

12.1.2 Existing regular employees who were hired prior to January 1, 1988, and who were on the payroll immediately preceding January 1, 1988, shall be eligible during enrollment periods established by the City (an open enrollment period shall be offered before January 1, 1988 and again during mid 1988) to select one of the following medical plan options. These options shall also apply to the initial selection of a medical care option for regular employees who meet the above date of employment requirements but whose eligibility for medical care coverage under one of the City's plans to which the City contributes all or a portion of the monthly premium does not commence until on or after January 1, 1988.

12.1.2.1 The employee may remain under the King County Medical Blue Shield Basic/Major Medical Plan, with the City paying the entire monthly premium for 1987. However, beginning January 1988, if the monthly premium for this Plan rises above the January 1987 rate of one hundred fifty-seven dollars and three cents (\$157.03), the employee shall pay any increases thereafter until the monthly premium rate equals one hundred ninety-six dollars and twenty-nine cents (\$196.29), and then twenty percent (20%) of any premium increase thereafter, except that the minimum monthly premium paid by the City toward this Plan shall equal the monthly premium amount paid by the City on behalf of employees covered by this Agreement enrolled under the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1. In the event there is an increase in the monthly premium rate for the King County Medical Blue Shield Basic/Major Medical Plan which results in a payment of the premium in part by the participant employee(s); and the City subsequently receives a rebate due to its experience under the King County Medical Blue Shield Basic/Major Medical Plan covering this same period; the employee's share of the rebate (which shall not exceed those premium amounts paid by the involved employees for this same period) shall be held in an account for purposes negotiated by the parties on behalf of the King County Medical Blue Shield Basic/Major Medical Plan group.

12.1.2.2 The employee may switch to the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1 with the City paying one hundred percent (100%) of the full monthly premium for calendar years 1988 and 1989 for this Plan. The exercise of this option may not be reversed so that the employee could later opt to revert to coverage under the King County Blue Shield Basic/Major Medical Plan.

12.1.2.3 The employee may remain under the Group Health Plan, with the City paying the entire monthly premium for 1987. However, effective January 1, 1988, if the monthly premium for this Plan rises above a rate of one hundred sixty-nine dollars and sixty-five cents (\$169.65), the employee shall pay any increase beyond that amount until the monthly premium rate equals one hundred ninety-six dollars and twenty-nine cents (\$196.29), and then twenty percent (20%) of any premium increase thereafter; provided, however, in any event the minimum monthly premium amount paid by the City toward this Plan shall be no less than the monthly premium amount paid by the City on behalf of employees enrolled under the Comprehensive Plan described in Section 12.1.1.

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12.1.2.4 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the City at its discretion per Section 12.6 of this Article, may remain under that plan, as long as the City decides to continue such an option, with premium cost-sharing beginning in 1988 for premium increases over the 1987 monthly rate as follows: The employee shall pay any premium increases effective on or after January 1, 1988 until such time as the employee is paying twenty percent (20%) of the monthly premium, and then the employee shall pay twenty percent (20%) of any premium increase thereafter.

12.1.2.5 Section 12.1.2.1, Section 12.1.2.3 and Section 12.1.2.4 shall apply to the medical care coverage a current employee has elected under the City's existing Medical Care Program. If such an employee elects to change coverage during an open enrollment period, the employee's premium payment and plan options shall be the same as those provided new employees pursuant to Section 12.1.3, Section 12.1.3.1 and Section 12.1.3.2.

12.1.3 Employees who are hired into regular employment status on or after January 1, 1988, and are eligible for health care benefits thereafter shall be eligible during open enrollment periods established by the City to select one of the following medical plan options:

12.1.3.1 The employee may select coverage under the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1 of this Article with the City paying one hundred percent (100%) of the monthly premium for calendar years 1988 and 1989 for this Plan.

12.1.3.2 The employee may select coverage under the City's Group Health Plan or other alternative HMO plan if offered by the City pursuant to Section 12.6 of this Article. The City shall pay eighty percent (80%) of the monthly premium, and the employee shall pay twenty percent (20%) of the monthly premium.

12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties.

12.3 During calendar year 1987, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the parties to this Agreement.

12.3.1 During the calendar years 1987, 1988 and 1989, the City shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2 or a similar program mutually agreed upon by the parties to this Agreement.

12.4 The maximum monthly medical and dental care premiums per covered employee, including his/her dependents, the City shall assume shall be no less, but no more than the City's share of premium rates established for the calendar year 1989, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

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12.5 The health care programs cited in Section 12.1, and Section 12.1.1, and Section 12.2, do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

12.6 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical or 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 medical or dental benefits and is more cost effective. The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.1.1, 12.2 and 12.5.

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ARTICLE 13 - VACATIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. 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.

13.3 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	<u>Vacation</u> <u>Earned</u> <u>Per Hour</u>	<u>EQUIVALENT ANNUAL</u> <u>VACATION FOR</u> <u>FULL-TIME EMPLOYEE</u>		<u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u> <u>(HOURS)</u>
		<u>Years of</u> <u>Service</u>	<u>Working Days</u> <u>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

13.4 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 January 1, 1984, exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through December 31, 1984, after which date all vacation hours in excess of the maximum vacation balance allowed for in Sections 13.3 and 13.4 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 1984 grace period proviso.

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

13.6 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 will 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.

13.7 "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.

13.8 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.

13.9 (a) 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.

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

13.10 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.

13.11 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.

13.12 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.

13.13 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 involving approved unpaid leaves of absences, employees must use all accrued vacation prior to beginning a leave of absence.

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**13.14** 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.

**13.15** Division seniority shall govern in the selection of vacation period(s), provided that selection has been made in writing prior to February 1 of each year. Employees desiring to take vacations in the months of January and February shall indicate such preferences by December 1 of the previous year with the allocation of such vacations to be governed by division seniority.

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## ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

14.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.

14.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his/her retirement.

14.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

14.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

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**14.1.7 Conditions Not Covered** - Employees shall not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his/her free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

**14.1.8 Prerequisites For Payment** - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

**14.1.8.1 Prompt Notification** - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

**14.1.8.2 Notification While on Paid Vacation or Compensatory Time Off** - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

**14.1.8.3 Filing Application** - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her Department Supervisor.

**14.1.8.4 Claims To Be In Hours** - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half ( $\frac{1}{2}$ ) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

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14.1.8.5 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

14.2 Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for the purpose of attendance at the funeral of any close relative; provided, however, where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the Department Head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandfather, grandmother, grandchild of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

14.3 Emergency Leave - Two (2) days of sick leave per each Agreement year may be taken off with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee to stabilize the employee's family situation:

The employee's spouse, child or parent has unexpectedly become seriously ill or has had a serious injury.

An unforeseen emergency has occurred with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence.

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ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

15.1 Any employee who is disabled in the discharge of his duties and if such disablement results in absence from his/her regular duties, shall receive compensation from the City in the amount his/her normal pay exceeds any State disability compensation for the first five (5) regularly scheduled work days of such absence; additional absence shall be compensated in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and fifty-five (255) additional regularly scheduled work days; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

15.2 Such compensation shall be authorized, by the Personnel Director or his/her designee, with the advice of such employee's department head, on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Ordinance 90881, as amended prior to the effective date of this Agreement.

15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled work days as applied to the time limitations set forth within Section 15.1 above. Disabled employees affected by the provisions of Ordinance 90881, as amended prior to the effective date of this Agreement, shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1, above.

15.4 Any employee eligible for the benefits provided by Ordinance 90881, as amended prior to the effective date of this Agreement, whose disability prevents him/her from performing his/her regular duties but, in the judgement of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to Ordinance 90881, as amended prior to the effective date of this Agreement.

15.5 Sick leave shall not be used for any disability herein described.

15.6 The aforementioned disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

15.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

15.8 Sections 15.9, 15.9.1, 15.10, 15.11, 15.12, 15.13, 15.14 and 15.15 of this Article shall become effective on a date specified by the Personnel Director with that date being after the execution of this Agreement by both parties and after pertinent revisions to City Ordinance have been approved by the City Council for purposes of implementing the following agreed upon changes to the City's industrial insurance supplement. On the afore-referenced effective date Sections 15.1, 15.2, 15.3, 15.4, 15.5, 15.6 and 15.7 shall become null and void.



15.9 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

15.9.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.9.

15.10 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

15.11 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.9. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.9.

15.12 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

15.13 Sick leave shall not be used for any disability herein described except as allowed in Section 15.9.

15.14 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

15.15 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

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ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

17.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal service, the right to increase or diminish operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

17.2 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

17.3 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.

17.4 The City also agrees that performance standards shall be reasonable.

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ARTICLE 18 - GUILD REPRESENTATIVES

18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.

18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

18.3 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall Stewards interfere with orders of the employer or change working conditions.

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## ARTICLE 19 - GENERAL CONDITIONS

19.1.1 When an employee's work or conduct is deemed unsatisfactory by the employee's supervisor because of minor infraction of departmental work rules or poor job performance, the employee, after at least one verbal warning, shall receive a warning letter from the appropriate Division head prior to the initiation of any disciplinary action. A copy of said letter shall be placed in the employee's personnel file. The offense and documentation of the occurrence shall be clearly stipulated in the warning letter, and said letter shall have space for brief employee comments, be signed by the employee, and contain a statement to the effect that an employee's signature does not necessarily constitute agreement with the warning letter.

19.1.2 If, after a period of one (1) year after issuance of the warning letter, the conduct addressed in the warning letter does not recur and/or no further disciplinary action has been taken with regard to the conduct addressed in the warning letter, said warning letter shall be removed from the employee's personnel file.

19.2 Employees covered by this Agreement may examine their training files and/or Department personnel files in the presence of the Personnel Officer or a designated supervisor. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations.

19.3 Employees shall be notified of any and all complaints received involving them, in as reasonably timely a manner as possible, prior to the initiation of further investigation within the Communications Division of the complaint, except complaint material in the internal investigation files which resides solely in those internal investigation files.

19.4 The City agrees that in establishing new and/or revising existing standards of dress, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such standards.

19.5 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.

19.6 There shall be a supervisor or acting supervisor available on each shift, which may or may not be a sworn Police Officer.

19.7 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

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**19.8** A shift differential of twenty-five cents (25¢) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:45 p.m. and 7:45 a.m. Effective September 1, 1988, this rate will be increased to thirty-five cents (35¢) per hour for hours actually worked as described above. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 3:45 p.m. and 7:45 a.m., in which case it will be paid for all hours of overtime work for that shift.

**19.9 List of Employees:** The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, used only for official Guild business, and returned to the Employer. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

**19.10 Bulletin Boards:** The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be officially identified as the Seattle Police Dispatchers' Guild.

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ARTICLE 20 - SAVINGS CLAUSE

**20.1** If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

**20.2** If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

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ARTICLE 21 - ENTIRE AGREEMENT

21.1 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.

21.2 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, each party voluntarily and unqualifiedly agrees 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 22 - SUBORDINATION OF AGREEMENT

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

22.2 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 23 - TERM OF AGREEMENT

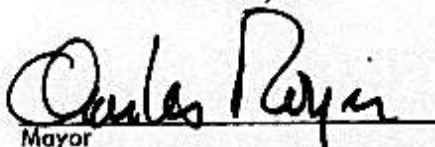
23.1 This Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1989. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to August 31, 1989. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Executed this 15<sup>th</sup> day of DECEMBER, 1987.

SEATTLE POLICE DISPATCHERS GUILD

  
\_\_\_\_\_  
President

CITY OF SEATTLE  
Executed under authority  
of Ordinance 113724.

  
\_\_\_\_\_  
Mayor

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APPENDIX A

A.1 Effective September 1, 1986 through October 31, 1986:

* Police Communications Dispatcher I	8.32	8.66	8.96	9.35	9.69
* Police Communications Dispatcher II	9.69	10.06	10.42	10.85	11.27
* Police Communications Dispatcher III	10.42	10.85	11.27	11.70	12.17

\*Pursuant to City Ordinance No. 115319, the September 1, 1986 hourly wage rates for each classification listed below will be increased effective November 1, 1986 to reflect a comparable worth adjustment as follows:

Police Communications Dispatcher I	8.64	8.97	9.35	9.68	10.08
Police Communications Dispatcher II	10.08	10.42	10.84	11.27	11.71
Police Communications Dispatcher III	10.84	11.27	11.71	12.18	12.64

A.1.1 Effective March 1, 1987 through August 31, 1987:

Police Communications Dispatcher I	8.77	9.10	9.49	9.83	10.23
Police Communications Dispatcher II	10.23	10.58	11.00	11.44	11.89
Police Communications Dispatcher III	11.00	11.44	11.89	12.36	12.83

A.2 Effective September 1, 1987 through August 31, 1988:

Police Communications Dispatcher I	8.90	9.24	9.63	9.98	10.38
Police Communications Dispatcher II	10.38	10.74	11.17	11.61	12.07
Police Communications Dispatcher III	11.17	11.61	12.07	12.55	13.02

A.2.1 Effective September 1, 1987 through August 31, 1988, Police Communications Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount of forty-seven cents (47¢) per hour while performing in such training capacity.

A.3 Effective September 1, 1988, the base wage rates, effective as of March 1, 1987 shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma area Consumer Price Index semiannual average for January through June 1988 over the same period in 1987; provided, however, said percentage increase shall not be less than one and one-half percent (1 1/2%) nor shall it exceed six percent (6%). The index used shall be the Consumer Price Index for Urban Wage

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Earners and Clerical Workers (CPI-W), All Items, Revised Series (1967=100), for the first half of calendar year 1988 as published by the Bureau of Labor Statistics. The percentage increase in the Consumer Price Index shall be based upon the semiannual average index points as computed by the Bureau of Labor Statistics under the following formula:

$$\left( \frac{\text{Semiannual Average 1st Half 1988, Seattle-Tacoma CPI-W}}{\text{Semiannual Average 1st Half 1987, Seattle-Tacoma CPI-W}} - \frac{\text{Semiannual Average 1st Half 1987, Seattle-Tacoma CPI-W}}{\text{Semiannual Average 1st Half 1987, Seattle-Tacoma CPI-W}} \right) \times 100$$

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

A.3.1

Effective September 1, 1988 through August 31, 1989 the premium pay for Police Communications Dispatcher II's while performing in the training capacity described in Section A.2.1 shall be adjusted to equal 3.92% of the current top step pay rate for Police Communication Dispatcher II.

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City of Seattle  
Personnel Department

Charles Royer, Mayor  
Everett S. Rossmith, Personnel Director

November 18, 1987



RECEIVED

NOV 19 1987

TO: Dolores Sibonga, Chair  
Finance and Personnel Committee

FROM: Bill Hauskins *BH*  
Director of Labor Relations

DOLORES SIBONGA  
SEATTLE CITY COUNCIL MEMBER

SUBJECT: Consideration of Council Bills 106483 and 106488

As anticipated in my memo to you last week (see attached), Council Bill 106488 authorizing execution of the new collective bargaining agreement with Seattle Police Dispatchers' Guild was introduced in Council on Monday and referred to your Committee. I have also been informed by the City Clerk's Office that Council Bills may be moved out of Committee one Monday for consideration and action by the full Council the following Monday.

I am requesting this procedure be followed at the next Council meeting on November 23, so that both Council Bill 106483 and Council Bill 106488 (which authorizes execution of the new Seattle Police Officers' Guild agreement) may be considered and acted upon by the City Council November 30. By processing these Council Bills in this manner, the City will be able to meet the Comptroller's tentative implementation schedule. This schedule requires Council action on both Council Bills by November 30 in order to implement new pay rates for Seattle Police Officers and Dispatchers pay period ending December 8, pay date of December 18.

The City Clerk mentioned your having scheduled a meeting of the Finance and Personnel Committee for December 8. Unfortunately, consideration of Labor Relations' Council Bills on that date would be too late to meet the implementation schedule.

It is important that I know as soon as possible how you intend to process these Council Bills so that I can advise the Comptroller's, Compensation, DAS Systems and Seattle Police Department fiscal staff as to when implementation will be authorized.

In the event you decide to hold these Bills in Committee for consideration December 8, I will need to so inform the Seattle Police Officers' Guild. The SPOG President, when he put the tentative agreement to a vote by the Guild members in late September, had been assured that Guild members could expect to see their new pay rates by Christmas. Council action after Committee consideration on December 8 would postpone implementation until January.

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*file in 106488*  
*ord. 113724*  
*ord. 113723*

Dolores Sibonga  
November 18, 1987  
Page 2

You may call me with your response at 684-7875 or ask Art Ceniza to contact Phyllis Dwyer at 684-7871.

BH:pdt  
Attachment

cc: Council President Sam Smith  
Everett S. Rosmith  
Lizanne Lyons

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City of Seattle  
Personnel Department



November 9, 1987

TO: Dolores Sibonja, City Council Member  
Attention: Art Ceniza

FROM: Bill Hauskins *BH by P. Dunne*  
Director of Labor Relations

SUBJECT: Proposed Ordinances Authorizing Execution of Collective Bargaining  
Agreements With Seattle Police Officers' Guild and Seattle Police  
Dispatchers' Guild

Following ratification of the tentative settlement of the 1987 - 1989 agreement by members of the Seattle Police Officers' Guild the first week in October, we submitted Council Bill 106483 which was introduced and referred to Finance and Personnel Committee November 2. Attached is an advance copy of the proposed ordinance we are submitting to the Office of Management and Budget today to authorize execution of the 1986 - 1989 agreement with Seattle Police Dispatchers' Guild. I expect the Council Bill covering the Dispatchers to be introduced in Council November 16.

Meanwhile, Compensation, DAS Systems, Comptroller's and Seattle Police Department fiscal staff have tentatively scheduled implementation of the new pay rates for both bargaining units pay period ending December 8. In order to do so, Council action on both Council Bills will need to occur no later than November 30.

I would appreciate your decision as to whether you would consider making special arrangements to act upon this legislation in the midst of budget deliberations this month. The alternative would be to hold off on implementation until the Finance and Personnel Committee schedules its next regular meeting. Please let me know your preference on this scheduling so that I may in turn inform City personnel responsible for payroll action as well as representatives of the Police Officers and Dispatchers Guilds. You can reach me at 684-7875.

BH:rg  
Attachment

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**City of Seattle**

Executive Department-Office of Management and Budget  
James P. Ritch, Director  
Charles Royer, Mayor

November 9, 1987

The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

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

REQUESTING DEPARTMENT: Personnel

SUBJECT: An ordinance authorizing a collective bargaining agreement between the City of Seattle and the Seattle Police Dispatcher's Guild, effective through August 31, 1989, superseding inconsistent ordinances, and providing payment therefore.

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

*Nancy Sain for*  
JIM RITCH  
Budget Director

JR/ns/1a

Enclosure

cc: Director, Personnel

*O.K. [Signature]*



*#9623*

*[Handwritten signature]*

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**AGREEMENT**  
**By and Between**  
**THE CITY OF SEATTLE**  
**and**  
**SEATTLE POLICE DISPATCHERS GUILD**

**Effective through August 31, 1989**

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**AGREEMENT**

**By and Between**

**THE CITY OF SEATTLE**

**and**

**SEATTLE POLICE DISPATCHERS GUILD**

---

**PREAMBLE**

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions.

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ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

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ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

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ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

3.1 The City hereby recognizes the Seattle Police Dispatchers Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include all regular full-time employees but shall exclude temporary and part-time employees.

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

3.3 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

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ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine work schedules; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

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## ARTICLE 5 - GUILD MEMBERSHIP AND DUES

5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

5.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular initiation fee and regular monthly dues uniformly required of members of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.

5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Guild shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.



5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer from any and all liability resulting from the dues check-off system.

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ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.

6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

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ARTICLE 7 - WORK STOPPAGE

7.1 The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City, including but not limited to the recovery of any financial losses suffered by the City.

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## ARTICLE 8 - GRIEVANCE PROCEDURE

**8.1.1** Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a "contract grievance." Any other dispute between the City and any employee covered by this Agreement shall be considered a "noncontract grievance." A contract grievance shall be processed in accordance with the following procedure while a noncontract grievance shall be processed through procedures established by the City. Only the appropriate contract or noncontract procedure may be used. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process.

**8.1.2** An employee has the right to have the Shop Steward or Guild Representative present at each step of the grievance procedure.

- Step 1.** The contract grievance shall be taken up by the employee, the Shop Steward or Guild Representative, with the immediate supervisor within fourteen (14) calendar days of the alleged contract violation. The immediate supervisor should consult and/or arrange a meeting with his superior if necessary to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance within fourteen (14) calendar days after being notified of the alleged contract grievance.
- Step 2.** If the contract grievance is not resolved as provided in Step 1, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. The Shop Steward or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The Bureau Chief shall thereafter convene a meeting within fourteen (14) calendar days between the Shop Steward or Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the Guild within fourteen (14) calendar days after the contract grievance meeting.
- Step 3.** If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within thirty (30) calendar days of having received the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild an answer in writing fourteen (14) calendar days after receipt of the contract grievance or the meeting between the parties.

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

- a. Identification of Section(s) of Agreement allegedly violated.
- b. Details or nature of the alleged violation.
- c. Position of party who is referring the grievance to arbitration.
- d. Question(s) which the arbitrator is being asked to decide.
- e. Remedy sought.

The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

- I. The arbitrator shall have no power to tender 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.
- II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.
- III. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- IV. 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.

Disciplinary action may be processed through the third (3rd) step of the grievance procedure, but shall not be a subject for arbitration. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by City Charter, Ordinance or Law, including the procedure for appeals thereof. This clause shall not, however, prevent the Guild from affording to its members such representation in any other proceeding as it may see fit.

8.2 Any time limits stipulated in the contract grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

8.3 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

8.4 As a means of facilitating settlement of a contract grievance, either party may include an additional member on its committee. If at any step in the contract grievance, management's answer in writing is unsatisfactory, the Guild's reason for non-acceptance must be presented in writing.

8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.

8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance.

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ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement.

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ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty. The normal workweek for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal workday shall be eight (8) hours a day including mealtime and breaks. The normal schedule for employees in the Communications Division shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off, adjusted to provide 120 furlough days per year. (In order to receive 120 furlough days, the Guild agrees to give up the twelve holidays and the corresponding premium pay for holidays worked that was previously cited in their collective bargaining agreement.) The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the total of 120 furlough days per year. Any change to this workweek must be agreed to by the Seattle Police Department Communications Division management and the Guild.

10.2 All hours worked in excess of eight (8) in one (1) day and all hours worked on a scheduled furlough day shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.1 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses and the employee may have up to 240 days in which to use such compensatory time.

10.4 Overtime will normally be assigned on a volunteer basis and shall be divided equally as possible among those employees who desire to work overtime.

However, in the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this Agreement starting with the least senior person provided that the following procedures shall apply:

- a. The Sergeant should first ask for volunteers for overtime.
- b. If there are no volunteers or additional personnel are needed the Sergeant will ask for volunteers for mandatory overtime.
  - 1) a volunteer for mandatory overtime will be checked off the mandatory overtime list for the current cycle through the roster. This means that a person cannot volunteer "ahead", that is, all persons present must have worked mandatory overtime once before someone could volunteer to work a second time.

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- c. If the above two steps do not produce someone to work overtime, the next person on the mandatory overtime list will be required to work.

An employee who can demonstrate that he/she is ill or has an illness in his/her immediate family will not be required to work overtime. Transportation and child care problems will also be considered valid reasons for not working mandatory overtime, provided that no employee shall attempt to avoid mandatory overtime consistently through use of these exceptions.

10.5 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility, provided however, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. Proper authority shall be the Communications Division Lieutenant or Director.

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ARTICLE 11 - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance T05961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

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ARTICLE 12 - HEALTH CARE, DENTAL CARE AND LIFE INSURANCE

12.1 Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield and Group Health Cooperative of Puget Sound which are applicable to employees covered by this Agreement and which were in effect upon the execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.

12.1.1 Effective January 1, 1988, the City shall establish what shall be known as the Comprehensive Plan under King County Medical Blue Shield. The basic elements of this medical plan shall be:

- Lifetime maximum benefit of \$1,000,000; and
- Benefits shall be paid at eighty percent (80%) of usual, reasonable and customary charges, up to one thousand dollars (\$1,000) per person during each calendar year; then paid at one hundred percent (100%) of usual reasonable and customary charges for the remainder of the year; and
- A deductible expense to the participant and his/her dependents equal to one hundred dollars (\$100) per covered person per calendar year. If three (3) or more covered family members satisfy three hundred dollars (\$300) in eligible deductible expenses in a calendar year, no further deductible shall be required from any family member during that calendar year. The deductible shall be payable by the employee before any benefits of the Plan, as previously described, are payable; and
- One routine eye examination per year to determine the need for a new or changed prescription for corrective lenses shall be provided; and
- Payment for the usual and customary charge for lenses and frames when prescribed by a participating physician or licensed optometrist to correct a refractive error shall be provided subject to the limitations hereinafter stated. The benefit herein after listed for contact lenses shall be provided only for aphakia or if the visual acuity of the patient is correctable to 20/70 in the better eye with the use of contact lenses. In the event contact lenses rather than ordinary frames and lenses are elected, and the previously referenced benefit does not apply, benefits will be as set forth within the following schedule for single vision lenses (two lenses each calendar year maximum):

Single Vision.....	\$ 20.00
Bi-focal.....	\$ 30.00
Tri-focal.....	\$ 40.00
Lenticular or Aphakic (external lens requiring a frame).....	\$ 65.00
Contact.....	\$100.00
Frames (once every two calendar years maximum).....	\$ 30.00

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The City shall enter into a contract with King County Medical Blue Shield to further and more fully define the benefits of this Plan.

12.1.2 Existing regular employees who were hired prior to January 1, 1988, and who were on the payroll immediately preceding January 1, 1988, shall be eligible during enrollment periods established by the City (an open enrollment period shall be offered before January 1, 1988 and again during mid 1988) to select one of the following medical plan options. These options shall also apply to the initial selection of a medical care option for regular employees who meet the above date of employment requirements but whose eligibility for medical care coverage under one of the City's plans to which the City contributes all or a portion of the monthly premium does not commence until on or after January 1, 1988.

12.1.2.1 The employee may remain under the King County Medical Blue Shield Basic/Major Medical Plan, with the City paying the entire monthly premium for 1987. However, beginning January 1988, if the monthly premium for this Plan rises above the January 1987 rate of one hundred fifty-seven dollars and three cents (\$157.03), the employee shall pay any increases thereafter until the monthly premium rate equals one hundred ninety-six dollars and twenty-nine cents (\$196.29), and then twenty percent (20%) of any premium increase thereafter, except that the minimum monthly premium paid by the City toward this Plan shall equal the monthly premium amount paid by the City on behalf of employees covered by this Agreement enrolled under the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1. In the event there is an increase in the monthly premium rate for the King County Medical Blue Shield Basic/Major Medical Plan which results in a payment of the premium in part by the participant employee(s); and the City subsequently receives a rebate due to its experience under the King County Medical Blue Shield Basic/Major Medical Plan covering this same period; the employee's share of the rebate (which shall not exceed those premium amounts paid by the involved employees for this same period) shall be held in an account for purposes negotiated by the parties on behalf of the King County Medical Blue Shield Basic/Major Medical Plan group.

12.1.2.2 The employee may switch to the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1 with the City paying one hundred percent (100%) of the full monthly premium for calendar years 1988 and 1989 for this Plan. The exercise of this option may not be reversed so that the employee could later opt to revert to coverage under the King County Blue Shield Basic/Major Medical Plan.

12.1.2.3 The employee may remain under the Group Health Plan, with the City paying the entire monthly premium for 1987. However, effective January 1, 1988, if the monthly premium for this Plan rises above a rate of one hundred sixty-nine dollars and sixty-five cents (\$169.65), the employee shall pay any increase beyond that amount until the monthly premium rate equals one hundred ninety-six dollars and twenty-nine cents (\$196.29), and then twenty percent (20%) of any premium increase thereafter; provided, however, in any event the minimum monthly premium amount paid by the City toward this Plan shall be no less than the monthly premium amount paid by the City on behalf of employees enrolled under the Comprehensive Plan described in Section 12.1.1.



12.1.2.4 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the City at its discretion per Section 12.6 of this Article, may remain under that plan, as long as the City decides to continue such an option, with premium cost-sharing beginning in 1988 for premium increases over the 1987 monthly rate as follows: The employee shall pay any premium increases effective on or after January 1, 1988 until such time as the employee is paying twenty percent (20%) of the monthly premium, and then the employee shall pay twenty percent (20%) of any premium increase thereafter.

12.1.2.5 Section 12.1.2.1, Section 12.1.2.3 and Section 12.1.2.4 shall apply to the medical care coverage a current employee has elected under the City's existing Medical Care Program. If such an employee elects to change coverage during an open enrollment period, the employee's premium payment and plan options shall be the same as those provided new employees pursuant to Section 12.1.3, Section 12.1.3.1 and Section 12.1.3.2.

12.1.3 Employees who are hired into regular employment status on or after January 1, 1988, and are eligible for health care benefits thereafter shall be eligible during open enrollment periods established by the City to select one of the following medical plan options:

12.1.3.1 The employee may select coverage under the King County Medical Blue Shield Comprehensive Plan described in Section 12.1.1 of this Article with the City paying one hundred percent (100%) of the monthly premium for calendar years 1988 and 1989 for this Plan.

12.1.3.2 The employee may select coverage under the City's Group Health Plan or other alternative HMO plan if offered by the City pursuant to Section 12.6 of this Article. The City shall pay eighty percent (80%) of the monthly premium, and the employee shall pay twenty percent (20%) of the monthly premium.

12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties.

12.3 During calendar year 1987, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the parties to this Agreement.

12.3.1 During the calendar years 1987, 1988 and 1989, the City shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2 or a similar program mutually agreed upon by the parties to this Agreement.

12.4 The maximum monthly medical and dental care premiums per covered employee, including his/her dependents, the City shall assume shall be no less, but no more than the City's share of premium rates established for the calendar year 1989, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

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12.5 The health care programs cited in Section 12.1, and Section 12.1.1, and Section 12.2, do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

12.6 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical or 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 medical or dental benefits and is more cost effective. The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.1.1, 12.2 and 12.5.

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ARTICLE 13 - VACATIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. 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.

13.3 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	<u>Vacation</u> Earned Per Hour	<u>EQUIVALENT ANNUAL</u> <u>VACATION FOR</u> <u>FULL-TIME EMPLOYEE</u>		<u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u> <u>(HOURS)</u>	
		<u>Years of</u> <u>Service</u>	<u>Working Days</u> <u>Per Year</u>		<u>Hours</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

13.4 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 January 1, 1984, exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through December 31, 1984, after which date all vacation hours in excess of the maximum vacation balance allowed for in Sections 13.3 and 13.4 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 1984 grace period proviso.

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

13.6 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 will 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.

13.7 "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.

13.8 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.

13.9 (a) 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.

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

13.10 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.

13.11 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.

13.12 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.

13.13 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 involving approved unpaid leaves of absences, employees must use all accrued vacation prior to beginning a leave of absence.

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**13.14** 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.

**13.15** Division seniority shall govern in the selection of vacation period(s), provided that selection has been made in writing prior to February 1 of each year. Employees desiring to take vacations in the months of January and February shall indicate such preferences by December 1 of the previous year with the allocation of such vacations to be governed by division seniority.

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ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

14.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.

14.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.

14.1.2 Unlimited sick leave credit may be accumulated.

14.1.3 Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his/her retirement.

14.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

14.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

14.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.



**14.1.7 Conditions Not Covered** - Employees shall not be eligible for sick leave when:

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his/her free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

**14.1.8 Prerequisites For Payment** - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

**14.1.8.1 Prompt Notification** - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

**14.1.8.2 Notification While on Paid Vacation or Compensatory Time Off** - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

**14.1.8.3 Filing Application** - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her Department Supervisor.

**14.1.8.4 Claims To Be In Hours** - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half ( $\frac{1}{2}$ ) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

14.1.8.5 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

14.2 Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for the purpose of attendance at the funeral of any close relative; provided, however, where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the Department Head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandfather, grandmother, grandchild of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

14.3 Emergency Leave - Two (2) days of sick leave per each Agreement year may be taken off with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee to stabilize the employee's family situation:

The employee's spouse, child or parent has unexpectedly become seriously ill or has had a serious injury.

An unforeseen emergency has occurred with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence.

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## ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

15.1 Any employee who is disabled in the discharge of his duties and if such disablement results in absence from his/her regular duties, shall receive compensation from the City in the amount his/her normal pay exceeds any State disability compensation for the first five (5) regularly scheduled work days of such absence; additional absence shall be compensated in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and fifty-five (255) additional regularly scheduled work days; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

15.2 Such compensation shall be authorized, by the Personnel Director or his/her designee, with the advice of such employee's department head, on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Ordinance 90881, as amended prior to the effective date of this Agreement.

15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled work days as applied to the time limitations set forth within Section 15.1 above. Disabled employees affected by the provisions of Ordinance 90881, as amended prior to the effective date of this Agreement, shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1, above.

15.4 Any employee eligible for the benefits provided by Ordinance 90881, as amended prior to the effective date of this Agreement, whose disability prevents him/her from performing his/her regular duties but, in the judgement of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to Ordinance 90881, as amended prior to the effective date of this Agreement.

15.5 Sick leave shall not be used for any disability herein described.

15.6 The aforementioned disability compensation shall be understood to be in lieu of State Industrial Insurance-Compensation and Medical Aid.

15.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

15.8 Sections 15.9, 15.9.1, 15.10, 15.11, 15.12, 15.13, 15.14 and 15.15 of this Article shall become effective on a date specified by the Personnel Director with that date being after the execution of this Agreement by both parties and after pertinent revisions to City Ordinance have been approved by the City Council for purposes of implementing the following agreed upon changes to the City's industrial insurance supplement. On the afore-referenced effective date Sections 15.1, 15.2, 15.3, 15.4, 15.5, 15.6 and 15.7 shall become null and void.



15.9 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

15.9.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.9.

15.10 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

15.11 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.9. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.9.

15.12 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

15.13 Sick leave shall not be used for any disability herein described except as allowed in Section 15.9.

15.14 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

15.15 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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## ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

17.1 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal service, the right to increase or diminish operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

17.2 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

17.3 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Conformance Committee for discussion.

17.4 The City also agrees that performance standards shall be reasonable.

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ARTICLE 18 - GUILD REPRESENTATIVES

18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.

18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

18.3 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall Stewards interfere with orders of the employer or change working conditions.

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## ARTICLE 19 - GENERAL CONDITIONS

19.1.1 When an employee's work or conduct is deemed unsatisfactory by the employee's supervisor because of minor infraction of departmental work rules or poor job performance, the employee, after at least one verbal warning, shall receive a warning letter from the appropriate Division head prior to the initiation of any disciplinary action. A copy of said letter shall be placed in the employee's personnel file. The offense and documentation of the occurrence shall be clearly stipulated in the warning letter, and said letter shall have space for brief employee comments, be signed by the employee, and contain a statement to the effect that an employee's signature does not necessarily constitute agreement with the warning letter.

19.1.2 If, after a period of one (1) year after issuance of the warning letter, the conduct addressed in the warning letter does not recur and/or no further disciplinary action has been taken with regard to the conduct addressed in the warning letter, said warning letter shall be removed from the employee's personnel file.

19.2 Employees covered by this Agreement may examine their training files and/or Department personnel files in the presence of the Personnel Officer or a designated supervisor. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations.

19.3 Employees shall be notified of any and all complaints received involving them, in as reasonably timely a manner as possible, prior to the initiation of further investigation within the Communications Division of the complaint, except complaint material in the internal investigation files which resides solely in those internal investigation files.

19.4 The City agrees that in establishing new and/or revising existing standards of dress, the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such standards.

19.5 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.

19.6 There shall be a supervisor or acting supervisor available on each shift, which may or may not be a sworn Police Officer.

19.7 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

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**19.8** A shift differential of twenty-five cents (25¢) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:45 p.m. and 7:45 a.m. Effective September 1, 1988, this rate will be increased to thirty-five cents (35¢) per hour for hours actually worked as described above. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 4:00 p.m. and 8:00 a.m., in which case it will be paid for all hours of overtime work for that shift.

**19.9 List of Employees:** The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, used only for official Guild business, and returned to the Employer. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

**19.10 Bulletin Boards:** The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be officially identified as the Seattle Police Dispatchers' Guild.

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ARTICLE 20 - SAVINGS CLAUSE

20.1 If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

20.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

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ARTICLE 21 - ENTIRE AGREEMENT

21.1 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.

21.2 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, each party voluntarily and unqualifiedly agrees 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 22 - SUBORDINATION OF AGREEMENT

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

22.2 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 23 - TERM OF AGREEMENT

23.1 This Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1989. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to August 31, 1989. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

SEATTLE POLICE DISPATCHERS GUILD

CITY OF SEATTLE  
Executed under authority  
of Ordinance \_\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

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APPENDIX A

A.1 Effective September 1, 1986 through October 31, 1986:

* Police Communications Dispatcher I	8.32	8.66	8.96	9.35	9.69
* Police Communications Dispatcher II	9.69	10.06	10.42	10.85	11.27
* Police Communications Dispatcher III	10.42	10.85	11.27	11.70	12.17

\*Pursuant to City Ordinance No. 115319, the September 1, 1986 hourly wage rates for each classification listed below will be increased effective November 1, 1986 to reflect a comparable worth adjustment as follows:

Police Communications Dispatcher I	8.64	8.97	9.35	9.68	10.08
Police Communications Dispatcher II	10.08	10.42	10.84	11.27	11.71
Police Communications Dispatcher III	10.84	11.27	11.71	12.18	12.64

A.1.1 Effective March 1, 1987 through August 31, 1987:

Police Communications Dispatcher I	8.77	9.10	9.49	9.83	10.23
Police Communications Dispatcher II	10.23	10.58	11.00	11.44	11.89
Police Communications Dispatcher III	11.00	11.44	11.89	12.36	12.83

A.2 Effective September 1, 1987 through August 31, 1988:

Police Communications Dispatcher I	8.90	9.24	9.63	9.98	10.38
Police Communications Dispatcher II	10.38	10.74	11.17	11.61	12.07
Police Communications Dispatcher III	11.17	11.61	12.07	12.55	13.02

A.2.1 Effective September 1, 1987 through August 31, 1988, Police Communications Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount of forty-seven cents (47¢) per hour while performing in such training capacity.

A.3 Effective September 1, 1988, the base wage rates, effective as of March 1, 1987 shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma area Consumer Price Index semiannual average for January through June 1988 over the same period in 1987; provided, however, said percentage increase shall not be less than one and one-half percent (1 1/2%) nor shall it exceed six percent (6%). The index used shall be the Consumer Price Index for Urban Wage

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Earners and Clerical Workers (CPI-W), All Items, Revised Series (1967=100), for the first half of calendar year 1988 as published by the Bureau of Labor Statistics. The percentage increase in the Consumer Price Index shall be based upon the semiannual average index points as computed by the Bureau of Labor Statistics under the following formula:

$$\frac{\left( \text{Semiannual Average 1st Half 1988, Seattle-Tacoma CPI-W} \right) - \left( \text{Semiannual Average 1st Half 1987, Seattle-Tacoma CPI-W} \right)}{\text{Semiannual Average 1st Half 1987, Seattle-Tacoma CPI-W}} \times 100$$

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

A.3.1

Effective September 1, 1988 through August 31, 1989 the premium pay for Police Communications Dispatcher II's while performing in the training capacity described in Section A.2.1 shall be adjusted to equal 3.92% of the current top step pay rate for Police Communication Dispatcher II.

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**City of Seattle  
Personnel Department**

Charles Royer, Mayor  
Everett S. Rosmith, Personnel Director



November 9, 1987

REC'D OMS NOV 9 1987

TO: City Council  
City of Seattle

VIA: Mayor Charles Royer

Attention: Jim Ritch, Director  
Office Of Management and Budget

FROM: Everett S. Rosmith  
Personnel Director *Bice H  
for  
GSR*

SUBJECT: Attached Proposed Ordinance Authorizing a Collective Bargaining Agreement with Seattle Police Dispatchers' Guild

The attached proposed ordinance authorizes a three-year collective bargaining agreement covering approximately 71 Dispatchers in the Seattle Police Department. The major provisions of this agreement parallel previous agreements with the Coalition of Professional and Technical Engineers (Local 17), Service Employees (Local 6) and the Joint Crafts Council as follows:

Term

Three years, expiring August 31, 1989.

Wages

- a) First-year increase of .5% effective September 1, 1986 and an additional 1.5% effective March 1, 1987.
- b) Second-year increase of 1.5% effective September 1, 1987.
- c) Third-year adjustment effective September 1, 1988 based on 90% of the increase in the Seattle-Tacoma area CPI-W, with a minimum of 1.5% and a maximum of 6%.

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Medical

Consistent with the City's health care cost containment policy, substantive changes have been negotiated which provide for present enrollees either paying the increases in cost of the existing King County Basic/Major Medical plan or enrolling in the new King County Medical Comprehensive Plan. Corresponding cost savings have been negotiated affecting enrollees in the City's Group Health (or alternative Health Maintenance Organization) plan.

Dental

The City will continue to pay 100% of the premiums for the Washington Dental Service plan covering employees and dependents for calendar years 1987, 1988 and 1989.

Industrial Insurance

The agreement includes a revised industrial insurance supplement effective if and when the applicable Municipal Code section is revised to reflect the following proposed changes:

- a) The current supplement equal to 100% of the employee's gross pay for the first five days of time loss would be deleted.
- b) The supplement by which the employee is currently paid 80% of his/her gross pay through 255 scheduled workdays would be paid through 261 scheduled workdays.

Major issues unique to the settlement with the Police Dispatchers are as follows:

Scheduling

Effective January 1, 1988, the normal schedule for employees in the Communications Division shall be five consecutive days worked, followed by two consecutive days off; followed by five consecutive days worked, followed by three consecutive days off, adjusted to provide 120 furlough days per year. (In order to receive 120 furlough days, the Guild agrees to give up the twelve holidays and the compensatory time earned for working on premium pay holidays that were previously cited in their collective bargaining agreement.) The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the total of 120 furlough days per year.

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The above agreement will not result in additional costs to the City since the Dispatchers are trading their holidays and compensatory time earned from working premium pay holidays for the 5/2 - 5/3 schedule. Up until now, the Dispatchers have worked a 6 days on/2 days off schedule, with the Department owing each employee approximately 13 additional furlough days per year. The Dispatchers argued that because of the stress involved in doing their jobs, they'd rather not have to work six days in a row. It was their preference to give up all holidays and other discretionary time off in order to have a less rigorous weekly schedule.

Because of significant employee turnover in the Communications Center (approximately an annual rate of 20% turnover for 1986 and 1987) and the problem of "burnout" among civilian dispatchers, the Police Department was open to looking at alternative work schedules.

#### Management Rights

The City obtained additional language pertaining to management's right to determine rules relating to acceptable employee conduct. The City agreed that discipline, as well as discharge, had to be for just cause.

#### Labor-Management Meetings

The City limited a general past practice by adding language to the contract that Labor-Management Committee members could be on on-duty status for up to a maximum of only three hours per month for such meetings.

#### Grievance Procedure

The City eliminated a duplicative step in the Dispatchers' grievance procedure to bring their process in line with what is contained in our Local 17 collective bargaining agreements.

#### Shift Differential

Effective September 1, 1988, shift differential pay for working the "swing shift" and the "graveyard shift" will be increased from .25 cents per hour to .35 cents per hour. (This is in keeping with what most other City employees who receive shift differential get.)

In addition to the above, approximately a dozen other minor issues relating primarily to working conditions or administrative concerns were resolved.

Supplemental to the collective bargaining agreement is a job-sharing pilot project. The City has agreed to implement job-sharing for two full-time Dispatcher positions on a pilot project basis for one year beginning January 1988. At the conclusion of the trial period, either the City or the Guild may discontinue the job-share program if either feels that it is not in their best interest to do otherwise. Only those employees willing to be assigned to the "graveyard" shift are eligible to be picked to job share. Cost of additional benefits for the above is minimal since the pilot project only involves two full-time positions.

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City Council  
November 9, 1987  
Page 4

The cost of salary increases per the attached analysis is estimated at \$2,868 applicable to 1986 and at \$38,713 for the calendar year 1987.

Should you have any questions concerning the provisions of this settlement, please call Lizanne Lyons, Labor Negotiator, at 684-7874. Questions concerning processing of this legislation and implementation of the agreement may be addressed to Phyllis Dwyer, Labor Relations Analyst, at 684-7871.

ESR:llg  
Attachment

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ESTIMATED COST OF SALARY INCREASES FOR SEATTLE POLICE DISPATCHERS GUILD  
 SEPTEMBER 1, 1986 - DECEMBER 31, 1987

Affected Employees/Base Wage Rates

There are approximately 71 regular employees under the Seattle Police Dispatchers Guild labor agreement. The average base hourly rate as of January 1986 is estimated at \$10.00. (Source: Labor Relations Salary Step Distribution Report, 3/30/87).

<u>% Salary Increases</u>	<u>Effective Dates</u>	<u>Applicable Time Frames</u>
.5%	9/1/86	Sep-Dec 1986 (696 hours) +Jan-Feb 1987 (348 hours)
+ 1.5%	3/1/87	Mar-Aug 1987 (1,044 hours)
+ 1.5%	9/1/87	Sep-Dec 1987 (696 hours)

<u>Average Base Hourly Rates</u>				<u>Cents Per Hour Increase Over \$10.00</u>
9/1/86	\$10.00	X 1.005	= \$10.05	\$ .05
3/1/87	10.05	X 1.015	= 10.20	.20
9/1/87	10.20	X 1.015	= 10.35	.35

<u>Cost Calculations</u>		<u>1986</u>	<u>1987</u>
9/86 - 12/86	71 X \$ .05 X 696 =	\$2,471	
1/87 - 2/87	71 X .05 X 348 =		\$ 1,235
3/87 - 8/87	71 X .20 X 1,044 =		14,825
9/87 -12/87	71 X .35 X 696 =		<u>17,296</u>
Subtotal		\$2,471	\$33,356
Pension and F.I.C.A.*	X 1.1606	X 1.1606	X 1.1606
Total		<u>\$2,868</u>	<u>\$38,713</u>

\*City contribution rates in 1987 are 8.91% for pension and 7.15% for F.I.C.A.

WS:ws  
 SPDGCCOST  
 11/5/87

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C-239-X

# Affidavit of Publication

## City of Seattle

### ORDINANCE 113724

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and the Seattle Police Dispatchers' Guild, effective through August 31, 1988, superseding inconsistent or distances, and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and the Seattle Police Dispatchers' Guild, as the representative of certain City employees, expired on August 31, 1986; and

WHEREAS, said employees continued to work after August 31, 1986, on condition that the subject of their wages was and continued to be negotiated during collective bargaining; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of a personnel and recommended by the Mayor in the memorials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with the Seattle Police Dispatchers' Guild, effective through August 31, 1988. The agreement is substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and the Seattle Police Dispatchers' Guild," with "Appendix A" thereto setting forth the rates of pay for the classes of positions listed therein effective September 1, 1986, March 1, 1987, and September 1, 1987.

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

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

Section 4. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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

Passed by the City Council the 23rd day of November, 1987, and signed by me in open session in authentication of its passage this 23rd day of November, 1987.

**SAM SMITH,**  
President of the City Council.  
Approved by me this 30th day of November, 1987.

**CHARLES ROYER,**  
Mayor.  
Filed by me this 30th day of November, 1987.

Attest: **NORWARD J. BROOKS,**  
City Comptroller and City Clerk.  
(Seal) By **MARGARET CARTER,**  
Deputy Clerk.

Publication ordered by **NORWARD J. BROOKS,** Comptroller and City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, December 3, 1987.  
(C-239-X)

## STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a .....  
Ordinance No. 113724

was published on December 3, 1987

*A. Spicuzza*  
Subscribed and sworn to before me on

December 3, 1987

*Dorothy L. ...*  
Notary Public for the State of Washington,  
residing in Seattle.

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