

ORDINANCE No. 114025

*Police Department*

COUNCIL BILL No. 106768

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

**The City of Seattle--Legisla**

**REPORT OF COMMITTEE**

Honorable President:  
Your Committee on Finance and Personnel  
to which was referred the within Council Bill No. 106768  
report that we have considered the same and respectfully rec

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

Introduced: JUN 6 1988	By: GALLE
Referred: JUN 6 1988	To: <i>Finance &amp; Personnel</i>
Referred:	To:
Referred:	To:
Reported: JUN 20 1988	Second Reading: JUN 20 1988
Third Reading: JUN 20 1988	Signed: JUN 20 1988
Presented to Mayor: JUN 21 1988	Approved: JUN 30 1988
Returned to City Clerk: JUN 30 1988	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <b>OK</b>

*Pass 6/16/88*

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*Virginia Galle*  
Committee Chair

Law Department

# The City of Seattle--Legislative Department

## REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on

Finance and Personnel

to which was referred the within Council Bill No.

106768

report that we have considered the same and respectfully recommend that the same:

Pass 6/16/88

Personnel

Virginia Gale

Committee Chair

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C.B. 106768

ORDINANCE 114025

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

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director 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 Seattle Police Management Association, effective through August 31, 1989, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and Seattle Police Management Association," with "Appendix A" thereto setting forth rates of pay for the classes of positions listed therein effective September 1, 1986, September 1, 1987 and January 1, 1988.

Section 2. The Seattle Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in the 1988 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 ordinances insofar as inconsistent herewith are hereby superseded.

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

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(To be used for all Ordinances except Emergency.)

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

Passed by the City Council the 20<sup>th</sup> day of June, 1988,  
and signed by me in open session in authentication of its passage this 20<sup>th</sup> day of June, 1988.  
*[Signature]*  
resident of the City Council.

Approved by me this 30<sup>th</sup> day of June, 1988.  
*[Signature]*  
Mayor.

Filed by me this 30<sup>th</sup> day of June, 1988.

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

By: *Margaret Carter*  
Deputy Clerk.

(SEAL)

Published .....

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

Effective through August 31, 1989

FILED  
CITY OF SEATTLE  
JUN 22 1989

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

This Agreement is between the City of Seattle (hereinafter called the Employer or the City) and the Seattle Police Management Association (hereinafter called the Association) for the purpose of setting forth the wages, hours and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

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ARTICLE I - RECOGNITION AND BARGAINING UNIT

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

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

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

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

1.3.1 Upon sufficient notification the Employer shall grant an Association officer or designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) work days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

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## ARTICLE 2 - UNION MEMBERSHIP AND DUES

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

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

- a. Joining the Seattle Police Management Association.
- b. Paying an amount equivalent to the regular dues to the Police Charity Fund.
- c. Paying an amount equivalent to the regular dues to the Association without any membership rights.
- d. Employees who satisfy the religious exemption requirements of RCW 41.56.12<sup>2</sup> shall contribute an amount equivalent to regular Association 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.

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

When an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days' written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue. If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the City Director of Labor Relations in writing, with a copy to the Chief of Police and employee, of such employee's failure to abide by Section 2.1. In this notice the Association will, if it is still seeking such, specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association, and the Employer shall effectuate the discharge.

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

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

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

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### ARTICLE 3 - EMPLOYMENT PRACTICES

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

3.2 The rank of Police Major is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Police Major shall be at the discretion of the Employer. Employees as selected shall serve at the sole pleasure of the Chief of Police, with the exception being that a reassignment in rank or disciplinary action taken as a result of misconduct must be for just cause.

3.3 Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

#### 3.4 Overtime and Executive Leave.

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

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

3.4.3 Periods of work beyond eight hours per day which are of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under Sections 3.4.1 and 3.4.2.

3.4.4 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1½) rate in the form of either a cash payment or time off.

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

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

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

3.5 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day or six (6) days one week and four (4) days the following week or any other variation specifically approved by the Employer on a case-by-case basis.

### 3.6 Standby

3.6.1 Standby time shall be defined as that period of time during which an employee is required to remain in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond. However, the issuance of a bell boy communicator to an employee does not constitute placing the employee on standby, and no employee shall be restricted in his or her movement or activities by the issuance of the communicator.

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

3.7 Whenever an employee is assigned for a period of two consecutive weeks or more by the Employer via written directive to perform all of the duties and accept all of the responsibility of a higher paid position normally filled by a superior police officer who is temporarily absent due to illness, vacation or travel on City business, he/she shall be paid at the first pay step of the higher position while continuously performing the work of the higher paid position. Opportunities for temporary work out-of-class for vacancies due to vacation, illness, leave of absence or similar circumstances in the following three positions may, at the Employer's discretion, be made available to any supervisory employee in the Police Department: Captain's position in the Records Division; Major's position in the Crime Prevention Division; and, Assistant Chief's position in the Administrative Services Bureau.



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

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

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

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

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

3.13 Sickness/Serious Injury in the Family. In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or his/her designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

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

3.15 Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Each employee shall be paid \$400.00 annually to cover the cost of replacement of said items. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

3.16 Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-two and one-half cents (\$0.225) per mile.

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

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ARTICLE 4 - SALARIES

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

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## ARTICLE 5 - HOLIDAYS

**5.1** Employees shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday.

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

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Washington's Birthday  
Memorial Day  
Labor Day  
Thanksgiving Day  
The day immediately following Thanksgiving Day  
Christmas Day

**5.3** Whenever an employee has actually worked a holiday covered in Section 5.1 and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her straight time hourly rate for said holiday time.

**5.4** Employees assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.

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ARTICLE 6 - VACATIONS

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

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

6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>	
<u>ACCRUAL RATE</u> Hours on Regular Pay Status	<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>		<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

6.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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

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

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

6.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.

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

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

6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

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

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

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

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

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ARTICLE 7 - PENSIONS

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

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## ARTICLE 8 - MEDICAL COVERAGE

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

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

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

8.4 For the calendar years 1987, 1988 and 1989 during the term of this Agreement, the City shall pay one hundred percent (100%) of the King County Blue Shield Plan's monthly premium for the medical care programs cited in Sections 8.2 and 8.3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for each calendar year during the term of this Agreement.

8.5 For the calendar years 1987, 1988 and 1989 during the term of this Agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's monthly premium and eighty percent (80%) of the Pacific Health Plan's monthly premium for the medical care programs cited in Sections 8.2 and 8.3, now funded by the City. Employees that subscribe to the Group Health Cooperative Plan or to the Pacific Health Plan shall pay the remaining twenty percent (20%) of the monthly premium cost for each calendar year during the term of this Agreement.

The City will provide a vision care benefit under the Group Health Cooperative Insurance Plan. The City shall pay eighty percent (80%) of the additional cost for providing this benefit for the calendar years 1988 and 1989. Employees that subscribe to the Group Health Cooperative Plan shall pay the remaining twenty percent (20%) of the additional cost for this benefit for the calendar years 1988 and 1989.

8.6 Effective January 1, 1988, the basic/major medical benefit plan structure of the King County Blue Shield Plan shall be replaced by a comprehensive benefit plan structure as follows:

- a) Life time maximum benefit: \$1,000,000
- b) Benefits are paid at 80% of usual, reasonable and customary charges up to \$2,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year.

Chemical dependency and psychiatric treatment are as follows:

Chemical Dependency: Inpatient and outpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to a maximum of \$10,000 every two calendar years; \$20,000 lifetime maximum.

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Psychiatric Treatment: Inpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to \$2,000 per year. Outpatient: Paid at 50% to \$500 per year (does not accumulate toward out-of-pocket limit).

c) Deductible: \$100 per covered person per calendar year. If three or more covered family members satisfy \$300 in eligible deductible expenses in a calendar year, no further deductible will be required from any family members during that calendar year. The deductible is payable by the employee before any benefits of the plan, as described above, are payable.

d) The above medical plan will include vision care and chiropractic care.

8.7 Effective on or after July 1, 1987, the City has the right to implement a comprehensive utilization review program under the King County Blue Shield Plan, consistent with the one that was agreed to with other represented City employees as of that date. This program would consist of the following elements:

- Pre-admission notification and review.
- Mandatory outpatient surgery.
- Second surgical opinion.
- Continued stay review.
- Catastrophic case management.
- Discharge planning.

8.8 Effective on or after July 1, 1987, the City has the right to implement certain benefit deductions on prescriptions and emergency room charges under the Group Health Cooperative Insurance Plan, consistent with the benefit deductions that were agreed to with other represented City employees as of that date.

8.9 The health care programs cited in Section 8.2 and Section 8.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Association. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

8.10 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 8.2, 8.3 and 8.9.

## ARTICLE 9 - DENTAL CARE

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

9.2 During calendar years 1987, 1988 and 1989, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 9.1 above.

9.3 The maximum monthly dental care premiums per covered employees, including his/her dependents, the Employer shall assume shall be the premium rates established for the calendar years 1987, 1988 and 1989.

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

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

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ARTICLE 10 - SICK LEAVE

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

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

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## ARTICLE II - MANAGEMENT RIGHTS

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

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

- A. To recruit, hire, assign, transfer or promote employees;
- B. Notwithstanding Article 3.2, to suspend, demote and/or discharge employees or take other disciplinary action with just cause;
- C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
- D. To determine work schedules and the location of departmental headquarters and facilities; and
- E. To control the departmental budget.

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

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



ARTICLE 12 - WORK STOPPAGES

12.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

12.2 The Employer shall not engage in lockout.

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ARTICLE 13 - SUBORDINATION OF AGREEMENT

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

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

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ARTICLE 14 - SAVINGS CLAUSE

14.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

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ARTICLE 15 - ENTIRE AGREEMENT

15.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

15.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Association for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

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## ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) a reassignment in rank from Major to Captain which was not the result of misconduct, and (3) Article 7 - Pensions, shall not be subject to the procedure delineated in this Article.

16.2 A grievance as defined in Section 16.1 of this Article shall be processed in accordance with the following procedures:

**STEP 1.** Any alleged grievance shall be submitted in writing to the Association by the aggrieved employee within fifteen (15) calendar days of the alleged contract violation. If the Association supports the grievance, it shall be reduced to written form by the Association, stating the section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The written grievance shall be submitted to the aggrieved employee's commanding officer within thirty (30) calendar days of the alleged contract violation, with a copy to the aggrieved employee's Bureau Chief, the Chief of Administrative Services, the Police Department Director of Personnel and the City Director of Labor Relations.

**STEP 2.** If the grievance is not resolved pursuant to Step 1 above, it shall be reduced to writing in the same manner described in Step 1. The Association shall forward the Step 2 grievance to the City Director of Labor Relations with a copy to the Chief of Police, the Chief of Administrative Services, the Police Department Director of Personnel and the Bureau Chief of the aggrieved employee within sixty (60) calendar days of the alleged contract violation. The Director of Labor Relations or his designee shall either investigate the grievance or convene a Grievance Board as described below. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within twenty (20) calendar days of receipt of the written grievance or the adjournment of the Grievance Board. The Chief of Police shall, within ten (10) working days thereafter, provide the Association with his/her written decision on the grievance with a copy to the City Director of Labor Relations. If a Grievance Board is convened by the Director of Labor Relations, it shall consist of:

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

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

Member - President of the Seattle Police Management Association or his/her designee within the Association.

**STEP 3.** If the contract grievance is not settled at Step 2, either the Association or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 2 and be accompanied by the following information:

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

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

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

- a. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association and employees involved.
- c. The cost of the arbitrator shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- e. Any arbitrator selected under Step 3 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties of this Agreement.



- f. If the grievance is submitted to the American Arbitration Association, the arbitrator shall be selected from a list of five names obtained from the American Arbitration Association. If the Employer and the Association cannot agree on one arbitrator from said list, then each party will strike one name alternately, until only one name remains. The party to strike the first name will be determined by a coin toss.

16.3 The time for processing a grievance stipulated in Section 16.2 may be extended for stated periods of time by mutual written agreement between the Employer and the Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 16.2.

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

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

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

16.7 A grievance decision at any step of the procedure in Section 16.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

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

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

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

## ARTICLE 17 - POLICE OFFICERS' BILL OF RIGHTS

17.1 The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the provisions of this Article shall be followed.

17.1.2 Internal investigation defined. For the purposes of this Article, the term "internal investigation" means an investigation by or under the authority of the Chief of Police of activities, circumstances or events pertaining to the conduct or acts of an employee. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts are or may be the basis for filing a criminal charge against the employee, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension or other discipline of such officer.

17.1.3 Officer advised of alleged misconduct. Every officer who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, he/she is suspected of:

1. Committing a criminal offense;
2. Misconduct which would be grounds for termination, suspension or other disciplinary action; or that he/she may not be qualified for continued employment with the Police Department.

At the time of the interview such officer shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

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

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

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

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17.1.6 Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion. The employee being interviewed shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods. All interviewing shall be limited in scope to activities, circumstances or events which pertain to the conduct or acts of the employee under investigation that form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.

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

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## ARTICLE 18 - CONFERENCE BOARD

18.1 There shall be a Police Department Conference Board consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or his/her representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its Conference Board committee whenever deemed appropriate. A representative of the City Personnel Department shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance.

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

18.3 The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultive capacity to the Chief of Police.

18.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

18.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

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ARTICLE 19 - DURATION OF AGREEMENT

19.1 Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1989. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 1989 as stipulated in RCW 41.56.440.

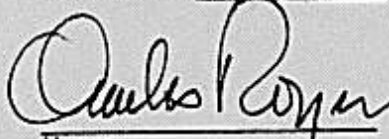
19.2 Any contract changes desired by either party must be included in the opening letter described in Section 19.1 and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

Signed this 12<sup>th</sup> day of July, 1988.

SEATTLE POLICE MANAGEMENT  
ASSOCIATION

CITY OF SEATTLE  
Executed under the authority  
of Ordinance 114025.

  
President

  
Mayor

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APPENDIX A - SALARIES

A.1 The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1986, through August 31, 1987.

Police Lieutenant	\$3529	\$3674	\$3828
Police Captain	\$4057	\$4226	\$4402
Police Communications Director	\$4057	\$4226	\$4402
Police Major	\$4860	\$5062	

A.2 The following rates of pay are effective September 1, 1987, through December 31, 1987.

Police Lieutenant	\$3684	\$3836	\$3996
Police Captain	\$4236	\$4412	\$4596
Police Communications Director	\$4236	\$4412	\$4596
Police Major	\$5074	\$5285	

A.3 The following rates of pay are effective January 1, 1988, through August 31, 1988.

Police Lieutenant	\$3709	\$3861	\$4021
Police Captain	\$4265	\$4441	\$4625
Police Communications Director	\$4265	\$4441	\$4625
Police Major	\$5108	\$5319	

A.4 Effective September 1, 1988, the base wage rates enumerated in Section A.3 shall be increased by ninety percent (90%) of the percentage increase from July 1987 to July 1988 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W). The salary increase will in no case be less than 3% or greater than 7%.

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

A.6 Effective September 1, 1986, a salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad while so assigned.



City of Seattle  
Personnel Department

Everett S. Rossmith, Personnel Director  
Charles Royer, Mayor



July 14, 1988

TO: Mike Saunders  
Assistant City Clerk

FROM: Bill Hauskins *Bill*  
Director of Labor Relations

SUBJECT: Collective Bargaining Agreement with the Seattle Police  
Management Association

Attached is a signed copy of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association which is effective through August 31, 1989. This agreement was executed by the City in accordance with Ordinance No. 114025.

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

BH:ia  
Attachments

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JUL 14 1988  
FBI - SEATTLE

M7/MISC7-12/5

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

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**City of Seattle**

Executive Department-Office of Management and Budget

James P. Ritch, Director  
Charles Royer, Mayor

May 20, 1988

O.K.  
#9967 *[Handwritten Signature]*  


**COPY RECEIVED**

MAY 24 1988

The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Douglas N. Jewett  
CITY ATTORNEY

*[Handwritten Signature]*

*[Handwritten Signature]*

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 Seattle Police Management Association, effective through August 31, 1989, superseding inconsistent ordinances, and providing payment therefor.

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

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Phyllis Dwyer, 684-7871

Sincerely,

Charles Royer  
Mayor

by *[Handwritten Signature]*

JAMES P. RITCH  
Budget Director

JR/ns/fa

Enclosure

cc: Director, Personnel

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**City of Seattle  
Personnel Department**

Everett S. Rosmith, Personnel Director  
Charles Royer, Mayor

OMB  
RECEIVED



May 20, 1988

MAY 20 1988

839537

TO: City Council  
City of Seattle

VIA: Mayor Charles Royer

Attention: Jim Ritch  
Budget Director

FROM: Everett S. Rosmith *ESR*  
Personnel Director

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

The attached proposed ordinance authorizes a three-year collective bargaining agreement effective through August 31, 1989, with Seattle Police Management Association. This bargaining unit includes approximately 57 employees in the ranks of Police Lieutenant, Police Captain and Police Major. The new agreement is partly based on the recent binding interest arbitration award by Carlton J. Snow.

ARBITRATOR'S AWARD

Wages

First-year increase of 4% effective September 1, 1986, second-year increase of 4.4% effective September 1, 1987 and third-year adjustment effective September 1, 1988 based on 90% of the increase from July 1987 to July 1988 in the U.S. City Average CPI-W, with a minimum of 3% and a maximum of 7%.

Specialty Pay

Effective September 1, 1986, a salary premium based on 5% of his/her actual base wage rates shall be paid to the Police Lieutenant assigned to the Bomb Squad while so assigned. The Bomb Squad specialty pay was previously based on 5% of top step, Police Officer base wage rates.

### Discipline

A new provision stating that discharge or other disciplinary action will be for just cause. (However, when Majors, who are currently exempt from Civil Service, are reduced to the rank of Captain for reasons other than misconduct, just cause need not be shown.) Disciplinary issues may be grieved and arbitrated under the contract.

A joint labor-management committee will be formed to review and make recommendations with respect to changes in the Seattle Police Department Manual on disciplinary procedures.

### NEGOTIATED PROVISIONS

Settlement was reached between the parties on a number of issues prior to arbitration. These negotiated changes in the collective bargaining agreement are summarized as follows:

#### Medical Care/Wages

In exchange for the City absorbing the cost of increases in 1987 medical and dental premiums for the entire calendar year, the Association agreed to allow the City to implement a utilization review program under the King County Medical Plan and deductibles on prescriptions and emergency room charges under the Group Health Cooperative Plan effective July 1987.

Medical care cost containment provisions already in effect for Seattle Police Officers' Guild were extended to SPMA members. Effective January 1, 1988, the Association agreed to adopt the King County Medical Comprehensive Plan as last proposed by the City, with the exception that additional vision care will be added so that the SPMA's Comprehensive Plan will be identical to the Plan covering members of the Seattle Police Officers' Guild.

Effective January 1, 1988, employees subscribing to Group Health Cooperative will pay 20% of the cost of their insurance premium each month. The City will pay the remaining 80% of the premium.

Also effective January 1, 1988 and as a straight dollar for dollar trade-off for agreeing to the City's medical proposal, Lieutenants will receive an additional \$25 per month, Captains will receive an additional \$29 per month and Majors will receive an additional \$34 per month in salary. This wage increase is above and beyond the wages awarded by Arbitrator Snow.



City Council  
May 20, 1988  
Page 3

#### Out-of-Class Assignments

Civilians may work out of class in the following sworn positions: Captain in Charge of Records; Major in Charge of Crime Prevention; and Assistant Chief in Charge of Administrative Services. This was a management flexibility issue of concern to the Police Department.

#### Callback

A minimum callback of two hours will be established for Lieutenants. The Association had requested a four-hour callback.

#### Holiday Premium Pay

Martin Luther King's Birthday is added as another holiday on which premium pay can be earned if the holiday is worked. This results in a total of eight premium-pay holidays which is the same as provided Police Guild members.

Employees assigned to units that are traditionally closed or operate with a reduced staff on holidays may elect to work on those days but will not be entitled to holiday premium pay.

#### Mileage Reimbursement

The mileage reimbursement rate was increased to \$0.225 per mile based on the January 15, 1988 IRS audit rate.

#### Cost Impact of Wage Increases

The cost impact of increases in base wages and Bomb Squad specialty pay for the first two years (September 1, 1986-August 31, 1988) of the three-year agreement totals \$371,445.

Any questions you may have regarding the provisions of the new three-year agreement with Seattle Police Management Association may be addressed to Lizanne Lyons, Labor Negotiator (4-7874). Phyllis Dwyer (4-7871) will be coordinating other aspects of processing and implementing the legislation.

ESR:dbt  
Attachments

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# 6  
C.B. 106768

FOR COUNCIL MEETING  
6/20/88

Finance and Personnel Committee  
C.B. 106768

Authorizes a 3-year collective bargaining agreement, partially based on a binding interest arbitration award, with the Seattle Police Management Association. The agreement is effective September 1986 through August 1989 and affects approximately 57 Police employees in the ranks of Lieutenant, Captain and Major.

Financial impact of this agreement for the first two years (September 1986 through August 1988) is \$371,445. Third year increases (September 1988 through August 1989) are to be based on 90% of the 1987-1988 CPI, with a minimum/maximum range of 3% - 7%.

Committee Recommendation: PASS.

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

Effective through August 31, 1989

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

This Agreement is between the City of Seattle (hereinafter called the Employer or the City) and the Seattle Police Management Association (hereinafter called the Association) for the purpose of setting forth the wages, hours and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

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ARTICLE I - RECOGNITION AND BARGAINING UNIT

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

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

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

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

1.3.1 Upon sufficient notification the Employer shall grant an Association officer or designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) work days in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

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## ARTICLE 2 - UNION MEMBERSHIP AND DUES

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

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

- a. Joining the Seattle Police Management Association.
- b. Paying an amount equivalent to the regular dues to the Police Charity Fund.
- c. Paying an amount equivalent to the regular dues to the Association without any membership rights.
- d. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Association 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.

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

When an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days' written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue. If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the City Director of Labor Relations in writing, with a copy to the Chief of Police and employee, of such employee's failure to abide by Section 2.1. In this notice the Association will, if it is still seeking such, specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association, and the Employer shall effectuate the discharge.

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

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

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

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### ARTICLE 3 - EMPLOYMENT PRACTICES

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

3.2 The rank of Police Major is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Police Major shall be at the discretion of the Employer. Employees as selected shall serve at the sole pleasure of the Chief of Police, with the exception being that a reassignment in rank or disciplinary action taken as a result of misconduct must be for just cause.

3.3 Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

#### 3.4 Overtime and Executive Leave.

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

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

3.4.3 Periods of work beyond eight hours per day which are of less than one (1) hour duration or which are performed to complete or fulfill the employee's regular duties may not be accumulated for compensation as overtime work or for time off as overtime work under Sections 3.4.1 and 3.4.2.

3.4.4 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1½) rate in the form of either a cash payment or time off.

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

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

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

3.5 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day or six (6) days one week and four (4) days the following week or any other variation specifically approved by the Employer on a case-by-case basis.

### 3.6 Standby

3.6.1 Standby time shall be defined as that period of time during which an employee is required to remain in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond. However, the issuance of a bell boy communicator to an employee does not constitute placing the employee on standby, and no employee shall be restricted in his or her movement or activities by the issuance of the communicator.

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

3.7 Whenever an employee is assigned for a period of two consecutive weeks or more by the Employer via written directive to perform all of the duties and accept all of the responsibility of a higher paid position normally filled by a superior police officer who is temporarily absent due to illness, vacation or travel on City business, he/she shall be paid at the first pay step of the higher position while continuously performing the work of the higher paid position. Opportunities for temporary work out-of-class for vacancies due to vacation, illness, leave of absence or similar circumstances in the following three positions may, at the Employer's discretion, be made available to any supervisory employee in the Police Department: Captain's position in the Records Division; Major's position in the Crime Prevention Division; and, Assistant Chief's position in the Administrative Services Bureau.



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

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

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

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

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

3.13 Sickness/Serious Injury in the Family. In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or his/her designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

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

3.15 Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Each employee shall be paid \$400.00 annually to cover the cost of replacement of said items. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

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**3.16** Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-two and one-half cents (\$0.225) per mile.

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

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ARTICLE 4 - SALARIES

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

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## ARTICLE 5 - HOLIDAYS

5.1 Employees shall be allowed twelve (12) holidays off per year with pay, or twelve (12) days off in lieu thereof, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday.

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

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Washington's Birthday  
Memorial Day  
Labor Day  
Thanksgiving Day  
The day immediately following Thanksgiving Day  
Christmas Day

5.3 Whenever an employee has actually worked a holiday covered in Section 5.1 and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her straight time hourly rate for said holiday time.

5.4 Employees assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.

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ARTICLE 6 - VACATIONS

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

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

6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>	
<u>ACCRUAL RATE</u> Hours on Regular Pay Status	<u>Vacation</u> Earned Per Hour	<u>EQUIVALENT ANNUAL</u> <u>VACATION FOR</u> <u>FULL-TIME EMPLOYEE</u>		<u>HOURS</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

6.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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

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

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

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

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

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

6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

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

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

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

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

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ARTICLE 7 - PENSIONS

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

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## ARTICLE 8 - MEDICAL COVERAGE

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

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

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

8.4 For the calendar years 1987, 1988 and 1989 during the term of this Agreement, the City shall pay one hundred percent (100%) of the King County Blue Shield Plan's monthly premium for the medical care programs cited in Sections 8.2 and 8.3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for each calendar year during the term of this Agreement.

8.5 For the calendar years 1987, 1988 and 1989 during the term of this Agreement, the City shall pay eighty percent (80%) of the Group Health Cooperative Plan's monthly premium and eighty percent (80%) of the Pacific Health Plan's monthly premium for the medical care programs cited in Sections 8.2 and 8.3, now funded by the City. Employees that subscribe to the Group Health Cooperative Plan or to the Pacific Health Plan shall pay the remaining twenty percent (20%) of the monthly premium cost for each calendar year during the term of this Agreement.

The City will provide a vision care benefit under the Group Health Cooperative Insurance Plan. The City shall pay eighty percent (80%) of the additional cost for providing this benefit for the calendar years 1988 and 1989. Employees that subscribe to the Group Health Cooperative Plan shall pay the remaining twenty percent (20%) of the additional cost for this benefit for the calendar years 1988 and 1989.

8.6 Effective January 1, 1988, the basic/major medical benefit plan structure of the King County Blue Shield Plan shall be replaced by a comprehensive benefit plan structure as follows:

- a) Life time maximum benefit: \$1,000,000
- b) Benefits are paid at 80% of usual, reasonable and customary charges up to \$2,000 per person during each calendar year; then are paid at 100% of usual and customary charges for the remainder of the year.

Chemical dependency and psychiatric treatment are as follows:

Chemical Dependency: Inpatient and outpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to a maximum of \$10,000 every two calendar years; \$20,000 lifetime maximum.

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Psychiatric Treatment: Inpatient: Paid at 80% to out-of-pocket limit, then paid at 100% to \$2,000 per year. Outpatient: Paid at 50% to \$500 per year (does not accumulate toward out-of-pocket limit).

c) Deductible: \$100 per covered person per calendar year. If three or more covered family members satisfy \$300 in eligible deductible expenses in a calendar year, no further deductible will be required from any family members during that calendar year. The deductible is payable by the employee before any benefits of the plan, as described above, are payable.

d) The above medical plan will include vision care and chiropractic care.

8.7 Effective on or after July 1, 1987, the City has the right to implement a comprehensive utilization review program under the King County Blue Shield Plan, consistent with the one that was agreed to with other represented City employees as of that date. This program would consist of the following elements:

- Pre-admission notification and review.
- Mandatory outpatient surgery.
- Second surgical opinion.
- Continued stay review.
- Catastrophic case management.
- Discharge planning.

8.8 Effective on or after July 1, 1987, the City has the right to implement certain benefit deductions on prescriptions and emergency room charges under the Group Health Cooperative Insurance Plan, consistent with the benefit deductions that were agreed to with other represented City employees as of that date.

8.9 The health care programs cited in Section 8.2 and Section 8.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Association. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.

8.10 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 8.2, 8.3 and 8.9.

## ARTICLE 9 - DENTAL CARE

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

9.2 During calendar years 1987, 1988 and 1989, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 9.1 above.

9.3 The maximum monthly dental care premiums per covered employees, including his/her dependents, the Employer shall assume shall be the premium rates established for the calendar years 1987, 1988 and 1989.

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

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

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ARTICLE 10 - SICK LEAVE

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

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

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## ARTICLE 11 - MANAGEMENT RIGHTS

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

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

- A. To recruit, hire, assign, transfer or promote employees;
- B. Notwithstanding Article 3.2, to suspend, demote and/or discharge employees or take other disciplinary action with just cause;
- C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
- D. To determine work schedules and the location of departmental headquarters and facilities; and
- E. To control the departmental budget.

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

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

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ARTICLE 12 - WORK STOPPAGES

12.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

12.2 The Employer shall not engage in lockout.

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ARTICLE 13 - SUBORDINATION OF AGREEMENT

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

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

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ARTICLE 14 - SAVINGS CLAUSE

14.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

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ARTICLE 15 - ENTIRE AGREEMENT

15.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

15.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Association for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

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## ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) a reassignment in rank from Major to Captain which was not the result of misconduct, and (3) Article 7 - Pensions, shall not be subject to the procedure delineated in this Article.

16.2 A grievance as defined in Section 16.1 of this Article shall be processed in accordance with the following procedures:

STEP 1. Any alleged grievance shall be submitted in writing to the Association by the aggrieved employee within fifteen (15) calendar days of the alleged contract violation. If the Association supports the grievance, it shall be reduced to written form by the Association, stating the section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The written grievance shall be submitted to the aggrieved employee's commanding officer within thirty (30) calendar days of the alleged contract violation, with a copy to the aggrieved employee's Bureau Chief, the Chief of Administrative Services, the Police Department Director of Personnel and the City Director of Labor Relations.

STEP 2. If the grievance is not resolved pursuant to Step 1 above, it shall be reduced to writing in the same manner described in Step 1. The Association shall forward the Step 2 grievance to the City Director of Labor Relations with a copy to the Chief of Police, the Chief of Administrative Services, the Police Department Director of Personnel and the Bureau Chief of the aggrieved employee within sixty (60) calendar days of the alleged contract violation. The Director of Labor Relations or his designee shall either investigate the grievance or convene a Grievance Board as described below. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within twenty (20) calendar days of receipt of the written grievance or the adjournment of the Grievance Board. The Chief of Police shall, within ten (10) working days thereafter, provide the Association with his/her written decision on the grievance with a copy to the City Director of Labor Relations. If a Grievance Board is convened by the Director of Labor Relations, it shall consist of:

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

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

Member - President of the Seattle Police Management Association or his/her designee within the Association.

STEP 3. If the contract grievance is not settled at Step 2, either the Association or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the parties relative to the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 2 and be accompanied by the following information:

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

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

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

- a. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association and employees involved.
- c. The cost of the arbitrator shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.
- d. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- e. Any arbitrator selected under Step 3 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties of this Agreement.



- f. If the grievance is submitted to the American Arbitration Association, the arbitrator shall be selected from a list of five names obtained from the American Arbitration Association. If the Employer and the Association cannot agree on one arbitrator from said list, then each party will strike one name alternately, until only one name remains. The party to strike the first name will be determined by a coin toss.

16.3 The time for processing a grievance stipulated in Section 16.2 may be extended for stated periods of time by mutual written agreement between the Employer and the Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 16.2.

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

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

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

16.7 A grievance decision at any step of the procedure in Section 16.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

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

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

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

## ARTICLE 17 - POLICE OFFICERS' BILL OF RIGHTS

17.1 The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the provisions of this Article shall be followed.

17.1.2 Internal investigation defined. For the purposes of this Article, the term "internal investigation" means an investigation by or under the authority of the Chief of Police of activities, circumstances or events pertaining to the conduct or acts of an employee. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts are or may be the basis for filing a criminal charge against the employee, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension or other discipline of such officer.

17.1.3 Officer advised of alleged misconduct. Every officer who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, he/she is suspected of:

1. Committing a criminal offense;
2. Misconduct which would be grounds for termination, suspension or other disciplinary action; or that he/she may not be qualified for continued employment with the Police Department.

At the time of the interview such officer shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

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

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

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

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17.1.6 Interviewing procedures. Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion. The employee being interviewed shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods. All interviewing shall be limited in scope to activities, circumstances or events which pertain to the conduct or acts of the employee under investigation that form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.

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

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## ARTICLE 18 - CONFERENCE BOARD

18.1 There shall be a Police Department Conference Board consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or his/her representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its Conference Board committee whenever deemed appropriate. A representative of the City Personnel Department shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance.

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

18.3 The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultive capacity to the Chief of Police.

18.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

18.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

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ARTICLE 19 - DURATION OF AGREEMENT

19.1 Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1989. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 1989 as stipulated in RCW 41.56.440.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

SEATTLE POLICE MANAGEMENT  
ASSOCIATION

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

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APPENDIX A - SALARIES

A.1 The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1986, through August 31, 1987.

Police Lieutenant	\$3529	\$3674	\$3828
Police Captain	\$4057	\$4226	\$4402
Police Communications Director	\$4057	\$4226	\$4402
Police Major	\$4860	\$5062	

A.2 The following rates of pay are effective September 1, 1987, through December 31, 1987.

Police Lieutenant	\$3684	\$3836	\$3996
Police Captain	\$4236	\$4412	\$4596
Police Communications Director	\$4236	\$4412	\$4596
Police Major	\$5074	\$5285	

A.3 The following rates of pay are effective January 1, 1988, through August 31, 1988.

Police Lieutenant	\$3709	\$3861	\$4021
Police Captain	\$4265	\$4441	\$4625
Police Communications Director	\$4265	\$4441	\$4625
Police Major	\$5108	\$5319	

A.4 Effective September 1, 1988, the base wage rates enumerated in Section A.3 shall be equal to ninety percent (90%) of the increase from July 1987 to July 1988 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W). The salary increase will in no case be less than 3% or greater than 7%.

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

A.6 Effective September 1, 1986, a salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad while so assigned.



FIRST AND SECOND YEAR SALARY COST SUMMARY - SPMA ARBITRATION AWARD  
9/1/86 - 8/31/88

Item	Current Cost (9/85 Rates)	9/1/86-8/31/87 Added Cost	9/1/87-8/31/88 Added Cost	1st and 2nd Year Added Cost*
Base Wages	\$2,677,140	\$106,956	\$241,608	\$348,564
Specialty Pay	1,596	612	716	1,328
Subtotal	\$2,678,736	\$107,568	\$242,324	\$349,892
+ Pension @ 6.16%	<u>165,010</u>	<u>6,626</u>	<u>14,927</u>	<u>21,552</u>
Total	\$2,843,746	\$114,194	\$257,251	\$371,445**

\* Cost is calculated for each of the first two years of the three-year agreement (where the rates of pay are known) as the difference in cost over the current cost at 1985 rates.

\*\* Percentage increase in first and second year cost over current cost 13.1%.

DB:pst

c/27cont1

1. CURRENT BASE WAGE RATES, EFFECTIVE 9/1/85

Classification	Start	6 mos.	18 mos.	Total
Police Lieutenant	3,393	3,533	3,681	
Number of Employees	(0)	(4)	(33)	(37)
Police Captain & Communications Director	3,901	4,063	4,233	
Number of Employees	(0)	(2)	(13)	(15)
Police Major	4,673	4,867		
Number of Employees	(0)	(5)		(5)
Total Number of Employees				(57)

1a. BASE WAGE RATES, 9/1/86 - 8/31/87

Classification	Start	6 mos.	18 mos.	Total
Police Lieutenant	3,529	3,674	3,828	
Number of Employees	(0)	(4)	(33)	(37)
Police Captain & Communications Director	4,057	4,226	4,402	
Number of Employees	(0)	(2)	(13)	(15)
Police Major	4,860	5,062		
Number of Employees	(0)	(5)		(5)
Total Number of Employees				(57)

1b. BASE WAGE RATES, 9/1/87 - 12/31/87

Classification	Start	6 mos.	18 mos.	Total
Police Lieutenant	3,684	3,836	3,996	
Number of Employees	(0)	(4)	(33)	(37)
Police Captain & Communications Director	4,236	4,412	4,596	
Number of Employees	(0)	(2)	(13)	(15)
Police Major	5,074	5,285		
Number of Employees	(0)	(5)		(5)
Total Number of Employees				(57)

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1c. BASE WAGE RATES, 1/1/88 - 8/31/88

Classification	Start	6 mos.	18 mos.	Total
Police Lieutenant Number of Employees	3,709 (0)	3,861 (4)	4,021 (33)	(37)
Police Captain & Communications Director Number of Employees	4,265 (0)	4,441 (2)	4,625 (13)	(15)
Police Major Number of Employees	5,108 (0)	5,319 (5)		(5)
Total Number of Employees				(57)

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2. CURRENT ANNUAL COST OF BASE WAGES (rates effective 9/1/85)

	Number Employees	Monthly Rate	Annual Cost
Police Lieutenant	0	3,393	0
	4	3,533	169,584
	33	3,681	1,457,676
Subtotal	37		\$1,627,260
Police Captain, etc.	0	3,901	0
	2	4,063	97,512
	13	4,233	660,348
Subtotal	15		\$757,860
Police Major	0	4,673	0
	5	4,867	292,020
Subtotal	5		\$292,020
Total	57	TOTAL COST	\$2,677,140

2a. ANNUAL COST OF BASE WAGES, 9/1/86 - 8/31/87

	Number Employees	Monthly Rate	Annual Cost
Police Lieutenant	0	3,529	0
	4	3,674	176,352
	33	3,828	1,515,888
Subtotal	37		\$1,692,240
Police Captain, etc.	0	4,057	0
	2	4,226	101,424
	13	4,402	686,712
Subtotal	15		\$788,136
Police Major	0	4,860	0
	5	5,062	303,720
Subtotal	5		\$303,720
Total	57	TOTAL COST	\$2,784,096
		LESS CURRENT COST -	2,677,140
		1ST-YEAR ADDED COST	\$106,956

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2b. FOUR MONTH COST OF BASE WAGES, 9/1/87 - 12/31/87

	Number Employees	Monthly Rate	4 Month Cost
Police Lieutenant	0	3,684	0
	4	3,836	61,376
	33	3,996	527,472
Subtotal	37		\$588,848
Police Captain, etc.	0	4,236	0
	2	4,412	35,296
	13	4,596	238,992
Subtotal	15		\$274,288
Police Major	0	5,074	0
	5	5,285	105,700
Subtotal	5		\$105,700
Total	57	TOTAL COST	\$968,836

2c. EIGHT MONTH COST OF BASE WAGES, 1/1/88 - 8/31/88

	Number Employees	Monthly Rate	8 Month Cost
Police Lieutenant	0	3,709	0
	4	3,861	123,552
	33	4,021	1,061,544
Subtotal	37		\$1,185,096
Police Captain, etc.	0	4,265	0
	2	4,441	71,056
	13	4,625	481,000
Subtotal	15		\$552,056
Police Major	0	5,108	0
	5	5,319	212,760
Subtotal	5		\$212,760
Total	57	TOTAL COST (1/88 - 8/88)	\$1,949,912
		PLUS COST (9/87 - 12/87)	968,836
ANNUAL COST OF BASE WAGES, (9/1/87 - 8/31/88)			2,918,748
LESS CURRENT COST			- 2,677,140
2ND-YEAR ADDED COST			\$241,608

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3. CURRENT ANNUAL COST OF BOMB SQUAD SPECIALTY PAY (EFFECTIVE 9/1/85)

	Number Employees	Monthly Rate	Annual Cost
Police Lieutenant Bomb Squad (5% of P.O.)	1	133	1,596

3a. ANNUAL COST OF BOMB SQUAD SPECIALTY PAY (EFFECTIVE 9/1/86)

	Number Employees	Monthly Rate	Annual Cost
Police Lieutenant Bomb Squad (5% of Actual Base Rate)	1	184	2,208
		LESS CURRENT COST	- 1,596
		1ST-YEAR ADDED COST	\$612

3b. FOUR MONTH COST OF BOMB SQUAD SPECIALTY PAY, (9/1/87 - 12/31/87)

	Number Employees	Monthly Rate	4 Month Cost
Police Lieutenant Bomb Squad (5% of Actual Base Rate)	1	192	768

3b. EIGHT MONTH COST OF BOMB SQUAD SPECIALTY PAY, (1/1/88 - 8/31/88)

	Number Employees	Monthly Rate	8 Month Cost
Police Lieutenant Bomb Squad (5% of Actual Base Rate)	1	193	1,544

TOTAL ANNUAL COST EFFECTIVE 9/1/87 (\$768 + \$1,544)	\$2,312
LESS CURRENT COST	- 1,596
2ND-YEAR ADDED COST	\$716

4. 1988 PENSION RATE FOR LEOFF I EMPLOYEES = 6.16%

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

*Virginia Galle*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE

C S 20 2R

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C-541-X

# Affidavit of Publication

## City of Seattle

ORDINANCE 114025

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

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director 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 Seattle Police Management Association, effective through August 31, 1989, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and Seattle Police Management Association," with "Appendix A" thereto setting forth rates of pay for the classes of positions listed therein effective September 1, 1986, September 1, 1987, and January 1, 1988.

Section 2. The Seattle Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in the 1988 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 ordinances insofar as inconsistent herewith are hereby superseded.

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

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 20th day of June, 1988, and signed by me in open session in authentication of its passage this 20th day of June, 1988.

SAM SMITH,  
President of the City Council.  
Approved by me this 30th day of June, 1988.

CHARLES ROYER,  
Mayor.  
Filed by me this 30th day of June, 1988.

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, July 14, 1988.  
(C-541-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. 114025

was published on July 14, 1988

*B. Gleason*  
Subscribed and sworn to before me on  
July 14, 1988

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

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.