

ORDINANCE No.

114861

COUNCIL BILL No.

107703

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Officers' Guild, effective through August 31, 1992, superseding inconsistent ordinances, and providing payment therefor.

COMPTROLLER FILE No.

Introduced:	DEC 4 1989	By:	Galle
Referred:	DEC 4 1989	To:	Finance + Personnel
Referred:		To:	
Referred:		To:	
Reported:	DEC 1 1 1989	Second Reading:	DEC 1 1 1989
Third Reading:	DEC 1 1 1989	Signed:	DEC 1 1 1989
Presented to Mayor:	DEC 1 2 1989	Approved:	
Returned to City Clerk:		Published:	
Vetoed by Mayor:		Veto Published:	
Passed over Veto:		Veto Sustained:	

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

Honorable President:

Your Committee on

Finance and Personnelto which was referred the within Council Bill No. 107703  
report that we have considered the same and respectfully recommendPass12/7/89Vote 8-0*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.

*107703*

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

*Pass*

*12/7/89*

*Vote 8-0*

*Virginia Galle*

Committee Chair

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OK



#27  
C.B.107703

ORDINANCE 114861

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Officers' Guild, effective through August 31, 1992, superseding inconsistent ordinances, and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and Seattle Police Officers' Guild, as the representative of certain City employees, expired on August 31, 1989; and

WHEREAS, said employees continued to work after August 31, 1989, on condition that the subject of their wages was and continued to be negotiated during collective bargaining; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Personnel and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with the Seattle Police Officers' Guild, effective through August 31, 1992, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and Seattle Police Officers' Guild," with Appendix "D" thereto setting forth the rates of pay for the classes of positions listed therein effective September 1, 1989.

Section 2. Effective September 1, 1989, the following assignment-level titles are hereby established:

Police Officer - Academy Instructor

Police Sergeant - Academy Instructor

Police Officer - DWI-AM/PM Enforcement

Police Sergeant - DWI-AM/PM Enforcement

Section 3. Effective September 1, 1989, the monthly rates of compensation of the designated positions and assignments in the police department shall be as follows:

Police Officer                      \$2545 - 2727 - 2852 - 2962 - 3110

Police Sergeant                    \$3428 - 3576

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Incremental salary attached to certain positions:

Police Officer - Detective	\$124
Police Sergeant - Detective	\$124
Police Officer - Detective - Bomb Squad	\$280
Police Sergeant - Detective - Bomb Squad	\$280
Police Officer - Detective - Homicide	\$187
Police Sergeant - Detective - Homicide	\$187
Police Officer - Diver	\$ 93
Police Sergeant - Diver	\$ 93
Police Officer - Motorcycle	\$ 93
Police Sergeant - Motorcycle	\$ 93
Police Officer - Radio Dispatcher	\$ 93
Police Sergeant - Radio Dispatcher	\$ 93
Police Officer - Chief Communications Dispatcher	\$156
Police Sergeant - Chief Communications Dispatcher	\$156
Police Officer - Canine	\$ 93
Police Sergeant - Canine	\$ 93
Police Officer - ERT	\$ 93
Police Sergeant - ERT	\$ 93
Police Officer - Patrol	\$ 47
Police Sergeant - Patrol	\$ 47
Police Officer - Hostage Negotiator	\$ 93
Police Sergeant - Hostage Negotiator	\$ 93
Police Officer - Academy Instructor	\$ 93
Police Sergeant - Academy Instructor	\$ 93
Police Officer - DWI - AM/PM Enforcement	\$ 47
Police Sergeant - DWI - AM/PM Enforcement	\$ 47

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(To be used for all Ordinances except Emergency.)

Section 4. The Police Department is hereby authorized to use unexpended and unencumbered salary funds accumulating in the budget to pay the compensation authorized in Sections 1 and 3. The City Comptroller is authorized to draw and the City Treasurer to pay the warrants drawn for the compensation authorized in Sections 1 and 3.

Section 5. The Salary Ordinance and any other ordinance insofar as inconsistent herewith are hereby superseded.

Section 6. Execution and delivery of the collective bargaining 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 7. 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 11<sup>th</sup> day of December, 1989,  
and signed by me in open session in authentication of its passage this 11<sup>th</sup> day of  
December, 1989.

President of the City Council.

Approved by me this 15<sup>th</sup> day of December, 1989.  
Charles P. Ryan  
Mayor.

Filed by me this 15<sup>th</sup> day of December, 1989.  
Norward J. Brooks

Attest: City Comptroller and City Clerk.

(SEAL)

Published

By Theresa Dunbar  
Deputy Clerk.

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through August 31, 1992

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## AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

### PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

## ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department up to and including the rank of Sergeant for the purposes of bargaining with the Employer.

Section 2. The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.

Section 3. The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.

Section 4. Guild Presidency. Effective January 1, 1988, at the Guild's option, the City will assign the police officer or sergeant who is elected Guild President to work in the Guild office on a full-time basis. This is with the clear understanding that the City will submit regular monthly bills to the Guild, and the Guild will reimburse the City in full for the salary and cost of all City-paid benefits received by the Guild President. The City will not pay for or contribute to any compensation items or benefits, including pension benefits, for the President if such contribution is deemed to be illegal because the President is not an employee on active police duty.

Section 5. It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.

- a. The Employer shall afford Guild representatives a reasonable amount of time while on duty status to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
- b. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.



- c. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed 10 consecutive days per meeting, and the sum total of all such absences shall not exceed 120 workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence; and such reimbursement shall be due quarterly.
- d. Time off for contract negotiations shall be handled in accordance with Article XVII, Section 2, of this Agreement.

Section 6. Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.

Section 7. The Guild officials shall furnish Police Administration in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials and the area they serve.

## ARTICLE II - UNION MEMBERSHIP AND DUES

Section 1. Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or contribute an amount equivalent to the regular monthly dues of the Guild to the Guild or contribute a like amount to the Police Charity Fund or non-religious charity. When contributed to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

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

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

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.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement.

Failure by an employee to abide by the above provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of State Law, City Charter and Civil Service Rules which provisions are paramount and shall prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days' notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.



Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.

Section 3. The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild or amounts contributed to the Police Charity Fund in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

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

### ARTICLE III - DISCIPLINARY AND GRIEVANCE PROCEDURES

Section 1. The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are attached as Appendix "A" and incorporated into this Agreement by this reference; provided, however, that notwithstanding the hearing procedure enumerated in Appendix "A," it is understood that if deemed appropriate by the Chief of the Department discipline or discharge may be implemented immediately.

Section 2. There shall be established a "grievance" procedure. This procedure shall be in accordance with the grievance procedure attached as Appendix "B" and incorporated into this Agreement by this reference.

Section 3. The parties agree that a Conference Board shall be established in accordance with Appendix "C" and incorporated into this Agreement by this reference.



#### ARTICLE IV - EMPLOYMENT PRACTICES

Section 1. Working Out of Classification. Any employee who is assigned by written directive to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.

When the civilianization of nine police officer dispatchers has been completed, civilian dispatchers will be allowed to work out of classification in the Guild bargaining unit position of Chief Dispatcher in the Seattle Police Communications Center, as necessary.

#### Section 2. Personnel Files.

- a. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable.
- b. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.
- c. After three years from the date of a written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief for the removal of the reprimand from his/her personnel file. The Chief shall consider the circumstances and the employee's request for such removal and advise the employee of his decision.
- d. Internal investigation files shall not be retained longer than the current year plus three years from the date the investigation was initiated, except for cases that remain pending, are on appeal, are subject to a court order requiring their preservation, or where pending civil, criminal, disciplinary or administrative proceedings make it appropriate to retain the file for a longer period of time.

Section 3. Rehires. In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which he occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps; in addition, the Chief of the Seattle Police Department may also grant vacation credits in accordance with the rehired Officers' past service time.

Section 4. Non-discrimination. It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not discriminate against any employee by reason of race, creed, color, sex, national origin, religious belief, marital status or sexual orientation.

Section 5. Indefinite Suspensions. On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony, the employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police to the Civil Service Commission, the Chief of Police shall abide by the decision of such Commission or any final Court decision resulting from an appeal of the Civil Service Commission determination as provided by law with regard to back pay or lost benefits.

Section 6. Privacy. It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Division or Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above.

Section 7. Physical Fitness.

A. General

1. It is essential to the police profession that every officer be physically fit. Implementation of the Department's policy on physical fitness for police officers and sergeants requires that these officers, regardless of rank or duty assignment, be physically fit to adequately perform police functions.

B. Definitions

1. Physical Fitness: The term physical fitness is defined as being able to satisfactorily pass weight, blood pressure and fitness tests administered by the Seattle Police Department.
2. Stamina: A combination of muscular and cardiovascular endurance, stamina is the most important aspect of fitness. Cardiovascular fitness should be the basis for all physical training because of its contribution to overall health. Muscular endurance is closely associated with cardiovascular endurance. It is the physical characteristic that will allow prolonged activity at a moderate tempo.



3. Strength: This is the ability to manipulate weight. It is essential that a police officer be able to handle his or her own body weight.
4. Weight/Blood Pressure Standards: Determined by the Department's standard range of Blood Pressure and Weight Measurements. (See Appendix H.) Officers will be required to meet the Physical Fitness Test standards, as well as Weight/Blood Pressure standards.

#### C. Compliance

1. Employees must maintain the ability to pass the weight, blood pressure and physical fitness tests referred to above on an annual basis, and each officer is to be tested on an annual basis. Officers who are out of compliance with any of the weight, blood pressure or PFT standards will be tested semi-annually until they demonstrate compliance.
  - i. Continued inability to pass these tests will result in disciplinary action being taken in accordance with the following:
    - (1) First Incidence of Non-Compliance: Counseling, with recommendations as to how to achieve compliance.
    - (2) Second Incidence of Non-Compliance (six months after first incident): Written reprimand.
    - (3) Third Incidence of Non-Compliance (six months after second incident): 3% reduction in base salary, to continue until compliance is achieved.
  - ii. Employees within 20 pounds of the weight standard shall not be deemed to be out of compliance with the weight standard for the purpose of the imposition of discipline; however, said employees will not be eligible for First Class status. Employees who fail to comply with the weight standard but who narrow the amount they're out of compliance by at least 50% since their last test shall be deemed to be in compliance for the purposes of the imposition of discipline.

Employees who exceed the Department's weight standards but who are able to satisfactorily document that such is the case because of their unusually high level of muscle, as compared to body fat, may qualify for First Class status.

#### D. Physical Fitness Test (PFT)

1. The Police Department's physical fitness test will measure acceptable levels of physical fitness for all police officers and sergeants. The test is mandatory for police officers and Sergeants under 50 years of age; the test is optional for officers and Sergeants 50 years of age and over, who may not be disciplined for failing to meet the standards called for by this program.
  - i. Test Events and Standards: The test consists of three events: pullups (or, optional flexed arm hang), bent-knee situps and a 2-mile run. These events are designed to test the strength and stamina of the upper body (shoulder girdle), the midsection and the lower body. Additionally, the run measures the efficiency of the cardiovascular system. To successfully pass the test an officer must complete the minimum requirement for each event. Failure to meet the required minimum in any event constitutes failure of the entire test. Minimum acceptable performance and First Class Designation Standards are listed below:

	Pullups or Flexed Arm Hang (Optional Choice)	Situps (in 1 minute)	2-Mile Run (minutes)
Minimum Qualifications	3 (or 10 seconds flexed arm hang)	18	22 minutes
First Class	10 (or 30 seconds flexed arm hang)	36	less than 18 minutes

The test will be conducted in a single session. Movement from one event to another should provide adequate rest between events. Officers may wear appropriate gym attire and gym shoes are recommended.

#### 2. Performance of Events:

- i. Pullups. The bar is grasped with both palms facing either forward or to the rear and the arms are fully extended (dead hang). Feet must be free of the ground. The position of the hands may be changed during the exercise as long as the performer is not assisted or does not dismount from the bar. Pull your body up with the arms until your chin is over the bar, then lower yourself until the arms are fully extended again; this is one repetition. The movement must be fully completed to count. Repeat as many times as possible. Kicking motions such that the feet and/or knees do not rise above waist level are permitted as long as the pullup remains a vertical movement. The body will be kept from swinging by an assistant holding an extended arm in front of the knees of the officer on the bar. Resting is allowed in the up or down position, but resting with the chin supported by the bar is not allowed.



- ii. Flexed Arm Hang (optional). The individual stands on a support or, if necessary, is assisted by others to reach the starting position. Both palms must face in the same direction. The elbows are flexed so that the chin is over or level with the bar. Once the individual is set in the starting position, the support or assistance is removed and one attempts to maintain elbow flexion for as long as possible. The score is the length of time in seconds that some degree of flexion at the elbow is maintained. The chin may not rest on the bar during the exercise.
  - iii. Bent-Knee Situps. The time limit is 1 minute. To assume the correct starting position, the officer lies on his or her back (supine position) with knees flexed and both feet flat on the ground. One repetition consists of raising the upper body from the supine position until the head breaks an imaginary plane through the knees and returning to the supine position. Repeat as many times as possible during the time limit. During this movement, the hands must remain behind the head and the feet must remain on the ground. Upon return to the supine position, the shoulder blades must touch the ground to complete the repetition; neither the head nor the hands need touch the ground. An assistant will grasp the participant's feet or legs below the knee in whatever manner is most comfortable for the participant. Kneeling or sitting on the feet is permitted. Resting during the exercise is permitted in either the up or the down position.
  - iv. Run. The object of this event is to complete the measured course as rapidly as possible. Walking is allowed.
- E. Employees achieving First Class status shall receive an additional 1.5% in salary for the specific time period during which they are in compliance with all standards.
- F. Employees may receive medical exemptions from the PFT. Requests for such exemptions shall be accompanied by supporting medical documentation specifying why the officer's engaging in the testing process could be injurious to the officer's health, and shall not be unreasonably denied. Upon the City's request, the officer submitting the request for a medical exemption shall be examined by a City-chosen physician, who shall issue a separate report on the need for the medical exemption. The City may test employees with medical exemptions from the PFT more frequently than a semi-annual basis. No physical fitness premium pay will be granted to employees with medical exemptions.
- G. Testing under this plan shall commence within two months of the signing of this contract; the progressive discipline system and the 1.5% First Class status pay referred to herein shall not commence until September 1, 1990.

Section 8. Seattle Center Employee Parking. Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

Section 9. Smoking Policy.

- a. Three temporary smoking rooms, which do not also serve as employee lunch rooms, will be established in the Public Safety Building effective January 1, 1990. All other city facilities which house 25 or more police officers will have at least one temporary smoking room available per building as of the same date. However, after December 31, 1990, each of the above rooms will be permanently removed and there will cease to be smoking rooms available to employees.
- b. During the calendar year of 1990, each Guild member will have one opportunity to either attend a smoking cessation program offered in the community or receive treatment by a hypnotist or acupuncturist and to be reimbursed for 50% of said costs up to a maximum of \$250.
- c. All other provisions of Ordinance #113836, as amended, pertaining to the Citywide smoking policy will be enforced as written.

Section 10. Goodwill Games. During the period from July 12, 1990 to August 7, 1990, the following shall apply:

- a. Bargaining unit members will receive double-time overtime pay for all hours worked in excess of 56 in one payroll week.
- b. Bargaining unit members assigned to work the Goodwill Games who work more than ten (10) hours a shift and who do not have access to food, will be provided meals by the Department.
- c. The City agrees to limit the number of police reserves to be used for the Goodwill Games to sixty-five (65).
- d. Sleeping facilities (e.g., cots in the Police Department gym) will be provided to those officers working sixteen (16) or more hours per shift.



## ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. Hours of Duty. The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day shall be eight (8) hours a day, including mealtime. For purposes of an eight (8) hour day in the Patrol Division, employees shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift, to check out and finish shift completion tasks. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in the Patrol Division and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Patrol Division and the Communications Center shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide 104 furlough days per year. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time. Except in the event of annual Seafair events, the Goodwill Games in 1990, unusual occurrence, civil disorder or national disaster, no employee shall be required over his objection to work in the excess of six (6) consecutive days. In the case of annual Seafair events and the Goodwill Games in 1990, the Department will first ask for volunteers to work overtime to supplement staffing; then assign bargaining unit members working a five days on, two days off schedule to work overtime if more staffing is required; before, finally, assigning overtime to employees in the Patrol Division. When employees are assigned overtime for Seafair events or the Goodwill Games, those with the highest serial numbers will be called on first.

(In the event Judicial Action, the Congress, or the U.S. Department of Labor renders a decision exempting municipal police from the Fair Labor Standards Act, Article V, Section 1, will revert to language and practices in effect on August 31, 1985).

Section 2. Overtime. Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day.

For purposes of calculating eligibility for overtime under the Fair Labor Standards Act, holidays, vacation, and sick leave time will be counted as hours worked.

The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one hour for lunch), such schedule will be worked without additional compensation.

Section 3. Overtime Minimum Pay. In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1½) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he shall not normally be required to perform duties unrelated to the particular reasons for which he was called back to duty. In the event an employee has, by his own action, failed to submit reports, statements, etc., concerning an event during his previous tour of duty and has failed to have reports properly approved by his supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

Section 4. Overtime Pay for Court Appearances. The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.

- a. If the session starts less than two and one-half (2½) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1½) rate of pay on an hour-by-hour basis.
- b. If the session starts two and one-half (2½) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1½) rate of pay.
- c. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one regular work week and the beginning of the first shift of the next regularly scheduled work week.



- d. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 ½) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)
- e. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

Section 5. Compensatory Time. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensable time off. Notwithstanding Section 4(a) of this Article, all such compensable time off shall be at time and one-half (1 ½).

Section 6. Standby. The Employer and the Guild agree that the use of off-duty standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty standby status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty standby premium shall cease at that time. Thereafter, normal overtime rules shall apply.

- a. Standby time at the 10% rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain at home in a state of readiness to respond to a summons to duty and for which discipline may attach for failure to respond.
- b. Sergeants who were assigned to Homicide prior to September 1, 1984 will remain at the 50% standby rate and the 4% Specialty Pay rate for the remainder of their tenure in Homicide. Sergeants assigned to that unit on or after September 1, 1984 will come under the new 10% Standby rate and the new 6% Specialty Pay provision.

- c. The Employer and the Guild agree that the issuance of a bell boy communicator to an employee does not always constitute placing the employee on standby status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the communicator. It is agreed that the Homicide Unit will be on standby at the 10% rate for 8 hours per day unless a third shift is implemented and that the Bomb Squad will be on standby and will be issued a bell boy. Other units will be assigned standby as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.
- d. In the case of riot or other large scale disturbance or incident requiring mass police presence, employees placed on standby shall be compensated at the rate of 50% for each hour on standby.

Section 7. During the term of this Agreement a joint committee shall be established upon the written request of the Guild or the Employer to explore the pros and cons of innovative shifts.



## ARTICLE VI - SALARIES

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

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## ARTICLE VII - DEPARTMENTAL WORK RULES

Section 1. Notification of Changes. The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

Survey reports, such as the IACP Report, received by the Employer and the information contained therein are considered confidential management information. Such reports shall be disseminated if significant changes in working conditions as outlined in this section are contemplated or if, in the judgment of the Chief of Police, the advice and counsel of the Guild leadership would serve the best interest of the Seattle Police Department. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

Section 2. Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$450.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. Effective September 1, 1990, the annual clothing allowance will increase to \$500 and effective September 1, 1991, it will increase to \$550. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers after the signing of this contract will be eligible for a one-time reimbursement of up to \$500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

Section 3. Work Rotation. The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

- a. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.



- b. In certain specialized units (Traffic, SPU, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and CCIS), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules, otherwise the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.
- c. Except for the last sentence, the provisions of Section 3b above shall not apply to traffic control work at Kingdome events.

Section 4. No police officer shall be required to work without a firearm except as provided below:

- a. The employer may require a police officer to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
- b. Within that ten (10) day period the officer will receive a psychological evaluation, at the department's expense, and the results of that evaluation will determine continuation of the officer's temporary assignment. This position would not be considered to be a limited duty assignment.

Section 5. Bulletin Boards. The Seattle Police Officers' Guild shall be entitled to maintain one (1) bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Detective Division.

Section 6. Menial Tasks. The Employer shall not require an employee to perform work defined as janitorial in nature. An employee shall be responsible for the appearance of his work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his uniform, weapons and other items of personal equipment in his care and possession.

Section 7. Sickness/Serious Injury in the family. In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

Section 8. Employees covered by this agreement shall be allowed to engage in off-duty employment subject to departmental off-duty work rules in effect September 1, 1980.

- a. The Employer and Guild agree that effective September 1, 1984 ownership or partial ownership in a private security business will be prohibited; provided, however, any employee engaged in such business prior to that date will not be subject to this prohibition.

Section 9. It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.

Section 10. Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days notice prior to the effective date of the transfer.



## ARTICLE VIII - HOLIDAYS

Section 1. Employees covered by this Agreement 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 and Ordinance 97220 as amended, and all others in conflict herewith are hereby superseded. A holiday shall be defined as commencing at 2000 hours on the day preceding the actual date of the holiday and ending at 2000 hours on the date of the holiday for those employees working a 6/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

- a. The Employer and the Guild agree that for Christmas and New Year's the holiday hours for Harbor and Communications shall commence at 1600 hours on the day preceding the actual holiday and end at 1600 hours on the day of the holiday; whereas for Homicide and Robbery, the Christmas and New Year's holiday hours shall commence at 1600 hours on the day preceding the day of observance for the holiday which is recognized by the City and end at 1600 hours on the day of observance.

Section 2. Individuals employed on or before October 1 of a calendar year shall be entitled to use of a personal holiday, as referenced in Ordinance 97220, during that calendar year.

Section 3. Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1 ½) 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.

Washington's Birthday  
Memorial Day  
Independence Day (July 4th)  
Labor Day  
Thanksgiving Day  
The day immediately following Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr.'s Birthday

Section 4. Whenever an employee has actually worked a holiday covered in Section 1 of this Article and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his straight time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his holiday time off.

Section 5. When an employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the timesheet.

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## ARTICLE IX - VACATIONS

**Section 1.** Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 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.

**Section 2.** "Regular pay status" is defined as regular straight-time hours of work plus any paid 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.

**Section 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>	<u>Vacation</u>	<u>EQUIVALENT ANNUAL</u>		<u>MAXIMUM</u>	
<u>Hours on Regular</u>	<u>Earned</u>	<u>VACATION FOR</u>		<u>VACATION</u>	
<u>Pay Status</u>	<u>Per Hour</u>	<u>FULL-TIME EMPLOYEE</u>		<u>BALANCE</u>	
		<u>Years of</u>	<u>Working Days</u>	<u>(Hours)</u>	<u>(HOURS)</u>
		<u>Service</u>	<u>Per Year</u>		
0 through 08320 . . .	.0460	0 through 4 . . .	12	(96)	192
08321 through 13720 . . .	.0577	5 through 9 . . .	15	(120)	240
13721 through 18720 . . .	.0615	10 through 14 . . .	16	(128)	256
18721 through 29120 . . .	.0692	15 through 19 . . .	18	(144)	288
29121 through 39520 . . .	.0769	20 . . . . .	20	(160)	320
39521 through 41600 . . .	.0807	21 . . . . .	21	(168)	336
41601 through 43680 . . .	.0846	22 . . . . .	22	(176)	352
43681 through 45760 . . .	.0885	23 . . . . .	23	(184)	368
45761 through 47840 . . .	.0923	24 . . . . .	24	(192)	384
47841 through 49920 . . .	.0961	25 . . . . .	25	(200)	400
49921 through 52000 . . .	.1000	26 . . . . .	26	(208)	416
52001 through 54080 . . .	.1038	27 . . . . .	27	(216)	432
54081 through 56160 . . .	.1076	28 . . . . .	28	(224)	448
56161 through 58240 . . .	.1115	29 . . . . .	29	(232)	464
58241 through 60320 . . .	.1153	30 . . . . .	30	(240)	480
60321 and over . . . . .					

Section 4. An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on January 2, 1985 exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through December 31, 1985, after which date all vacation hours in excess of the maximum vacation balance allowed for in Section 3 and 4 shall be lost, and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1985 grace period proviso.

Section 5. Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

Section 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.

Section 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.

Section 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 department head.

Section 9. (a) An employee who retires or resigns or who is laid off after more than six (6) months service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

Section 9. (b) "Resign" for purposes of this Section shall be defined as the employee giving two (2) weeks prior written notice of such intent to resign.

Section 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.



Section 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.

Section 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.

Section 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.

Section 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.

Section 15. In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.

Section 16. All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE X - PENSIONS

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

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## ARTICLE XI - MEDICAL COVERAGE

Section 1. Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150.

Section 2. For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended.

Section 3. For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.

Section 4. For the calendar years 1990, 1991, and 1992 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 2 and 3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for each calendar year during the term of this agreement.

Section 5. For the calendar years 1990, 1991, and 1992 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 2 and 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 1990, 1991, and 1992. 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 1990, 1991, and 1992.

Section 6. The King County Blue Shield Plan shall consist of 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.

Inpatient alcoholism and psychiatric treatment are limited to \$2,000 per year; outpatient psychiatric treatment is paid at 50% to \$500 per year.

- 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.

Section 7. The City has the right to continue its comprehensive utilization review program under the King County Blue Shield Plan. The program may include, but not be limited to, the following elements:

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

Section 8. Effective on or after September 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.

Section 9. The health care programs cited in Section 2 and Section 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 Guild. 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.

Section 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 2, 3 and 9.



Section 11. The issue of whether or not police retirees may participate in the City's under-age-65 medical plan, at their own cost, but at the group rate which the City is able to obtain, shall be tied to the outcome achieved by the Seattle Police Management Association on this same matter for their collective bargaining agreement which will become effective September 1, 1989. (For example, if an arbitrator awards the Seattle Police Management Association (SPMA) the right for retirees to participate in the City's under-age-65 medical plan, then the same right will be passed on to the Seattle Police Officers' Guild (SPOG). Or, if the SPMA drops this issue in a settlement prior to arbitration, then the matter will also be dropped by the SPOG.)

## ARTICLE XII - DENTAL CARE

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

Section 2. For the calendar years 1990, 1991, and 1992, the City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The maximum monthly dental premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for the calendar years 1990, 1991, and 1992.

Section 3. The Employer shall provide through its dental care plan orthodontic coverage for dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of \$1,000 in benefits for each eligible dependent. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

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### ARTICLE XIII - SICK LEAVE AND LONG TERM DISABILITY

Section 1. Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 11 below.

Section 2. Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended and as provided in Section 10 below. Upon retirement or death, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's retirement.

Section 3. For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the City will make available a long term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

The LTD program shall be provided via an insurance policy with Standard Insurance Company under Policy 441446, as amended effective October 1, 1989. However, it is understood that Policy 441446 or any alternative insurance policy is not part of this Agreement but that this Agreement only obligates the City to provide the major long term disability benefits covered by the initial policy. Any disagreement over the terms of such an insurance policy shall not be subject to the grievance procedure contained herein, but such disagreement shall be subject to other remedies provided by law.

Section 4. The LTD program cited in Section 3 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Seattle Police Officers' Guild in its capacity as the representative of the affected employees.

Section 5. Beginning with the premium payment for October 1989, the City's contribution toward the cost of the LTD program shall be thirty-two and one-half cents (\$.325) per one hundred dollars (\$100) of insured earnings. The eligible employees' share of the cost shall be ninety-four and one-half cents (\$.945) per one hundred dollars (\$100) of insured earnings.

Section 6. Effective upon payment for the January 1990 premium, the eligible employees' share of the cost shall be sixty-three and one-half cents (\$.635) per one hundred dollars (\$100) of insured earnings. The City's share shall remain at thirty-two and one-half cents (\$.325) per one hundred dollars (\$100) of insured earnings. Any subsequent increases to the LTD January 1990 premium rate of ninety-six cents (\$.96) per one hundred dollars (\$100) of insured earnings shall be paid by the eligible employees through the date payment is made to cover the premium due for the month of September 1992.

Section 7. During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long term disability benefits covered by Section 3 above and provide an alternative plan either through self insurance or another insurance carrier.

Section 8. During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 3 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit in effect on October 1, 1989, the City shall have the option of 1) continuing the LTD program through self insurance, 2) changing insurance carriers, 3) officially reopening negotiations with the Guild over whether or not to continue to provide LTD coverage and, if so, with what benefits or 4) continuing to provide LTD through the existing insurance carrier. If option number 3 is selected by the City, said negotiations shall commence no later than thirty (30) calendar days after the City has given the Guild written notice of its intent to renegotiate the LTD program cited in this Article.

Section 9. The LTD benefits covered by Section 3 above do not have to remain exactly the same as the benefits in effect on October 1, 1989, and the language or any changes thereto in the insurance policy providing for long term disability benefits need not be negotiated with the Guild; provided, however, the substance of the major long term disability benefits in effect as of October 1, 1989, shall remain substantially the same unless changed pursuant to Section 8, option 3, of this Article or future labor negotiations.

Section 10. The LTD program as covered by Sections 3 through 9 of this Article and the City's obligation thereunder shall become null and void if 1) the state or federal government offers non-occupational disability coverage to affected employees or mandates that the City make available coverage for non-occupational disabilities or 2) the City and any police officers covered by the long term disability provisions under this Article are required to participate in the federal Social Security program.

Section 11. Sick Leave Incentive. Effective September 1, 1986, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:

- a) Employees who use no sick leave in a payroll year, shall have sixteen (16) hours of additional sick leave credited to their account for the next year;
- b) Employees who use two (2) days or less of sick leave in a payroll year, shall have twelve (12) hours of additional sick leave credited to their account for the next year;
- c) Employees who use four (4) days or less of sick leave in a payroll year, shall have eight (8) hours of additional sick leave credited to their account for the next year.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

- d) Incentive sick leave may be used only after all regular sick leave has been used.



- e) Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 2 above.
- f) If an employee is absent from work due to an on duty injury or illness or a leave of absence, for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.

#### ARTICLE XIV - FALSE ARREST INSURANCE

Section 1. The City shall provide false arrest insurance either through self- insurance or an insurance policy which conforms to the policy attached hereto as Appendix E and incorporated into the Agreement by this reference. It is the intent of the parties to provide no less benefits for false arrest insurance than currently enjoyed by members of the bargaining unit. Administration of the plan will be in accordance with prior practice or as mutually agreed upon in writing.

Section 2. The Exclusions section of Policy No. PL-8703 shall be amended as follows:

6. d., paragraph 3.

It is further understood and agreed that coverage is specifically included to cover active Police Officers on "off duty" activities while in the performance of a legitimate law enforcement function as reflected by the inclusion of the Seattle Police Officers Guild and any member in good standing as a Name Insured;



## ARTICLE XV - MANAGEMENT RIGHTS

Section 1. The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the Police Officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Conference Board for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

Section 2. Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Section 4. Subject to the provisions of this Agreement, the Employer reserves the right:

- (a) To recruit, hire, assign, transfer or promote members to positions within the department;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine methods, means, and personnel necessary for departmental operations;
- (d) To control the departmental budget;
- (e) To determine reasonable rules relating to acceptable employee conduct.
- (f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
- (g) To manage and operate its Departments except as may be limited by provisions of this Agreement.

## ARTICLE XVI - PERFORMANCE OF DUTY

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.

Section 2. Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.



## ARTICLE XVII - RETENTION OF BENEFITS

Section 1. Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

Section 2. All benefits shall remain as they presently are, except that the Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half ( $\frac{1}{2}$ ) of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.

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

## ARTICLE XVIII - SUBORDINATION OF AGREEMENT

Section 1. It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

Section 2. It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

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



## ARTICLE XIX - SAVINGS CLAUSE

Section 1. If any Article of this Agreement or any Addendum hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

## ARTICLE XX - ENTIRE AGREEMENT

Section 1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild 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.

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



## ARTICLE XXI - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing by both parties, and shall remain in effect through August 31, 1992. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 1992 (as stipulated in R.C.W. 41.56.440) but not more than one hundred and forty-five (145) days prior to August 31, 1992.

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

Section 3. Upon thirty (30) days' advance written notification, the City may require that the Guild meet for the purpose of negotiating amendments to this Agreement which relate solely to the findings of the M. M. Bell study.

Section 4. Upon thirty (30) days' advance written notification within the first year of the collective bargaining agreement, the Guild may require that the City meet for the purpose of negotiating amendments to this Agreement which relate solely to the following issues:

- a. The definition of "conduct unbecoming an officer" and the extent to which the Department can discipline employees for off-duty behavior; as well as the issue of administrative reviews as such relates to the Department's Complaint Hearing Procedure.
- b. The assignment of light duty for LEOFF II employees. If the Guild chooses to compel the City to negotiate on the aforementioned issue, the Guild's opening proposal shall be confined to that delineated below:

Light Duty: If a LEOFF II employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

1. The employee shall provide the employer with the physician's release, which shall state the physical limitations of the employee.
2. When work is available, the employer shall offer the employee the opportunity to perform work which is within the employee's physical ability to perform.
3. The light duty work shall continue until the employee's physician releases the employee for full duty.

4. The employer shall have the right to conduct an independent medical examination to determine the extent of the employee's disability or the prognosis for the employee. Disputes between the employee's and the employer's physician shall be resolved by a third physician selected jointly by both physicians.
5. Employees shall suffer no loss of wages or benefits during the light duty assignment.
6. This provision shall apply only to temporarily disabled employees. The parties agree to be bound by state, federal and other applicable laws with respect to permanently disabled employees.

Signed this 29<sup>th</sup> day of December 1989.

SEATTLE POLICE OFFICERS' GUILD

CITY OF SEATTLE  
Executed under the Authority  
of Ordinance 114861.

Robert A. Shilling Jr.

R. Alan Sorenson

Nancy C. Bailey

Charles Royce  
Mayor



## APPENDIX A - COMPLAINT HEARING AND INTERNAL INVESTIGATION PROCEDURES

### 1. Complaint Hearing Procedures

- (a) When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been recommended as sustained, and the penalty for that infraction may result in suspension, demotion or dismissal, the Bureau Commander of the accused employee shall immediately notify him of such fact, together with his disciplinary recommendation and his right to a complaint hearing, provided such right is exercised within five business days. The Chief of Police shall notify the employee of his right to a complaint hearing in the event the Chief of Police recommends a sustained finding and proposes a penalty of suspension, demotion or dismissal; provided that if deemed appropriate by the Chief of Police discipline or discharge may be implemented immediately.
- (b) The employee has five business days from the time of notification in which to waive or exercise his right to a complaint hearing. The employee shall notify his commanding officer within five business days, otherwise he will be deemed to have waived his right to a complaint hearing. At this time the waiver may not be rescinded; provided, however, that in those cases where the employee has waived his right to a complaint hearing, following notification by his Bureau Commander of his disciplinary recommendation, the employee shall have five business days to request such a hearing, following notification of the disciplinary decision made by the Chief of Police if the penalty proposed by the Chief of Police exceeds that recommended by the Bureau Commander. If the employee exercises his right to a complaint hearing, he shall have adequate time to prepare his defense after he has been fully informed of the nature of the charges that have been lodged against him.
- (c) The appropriate command will notify the Internal Investigation Division that the employee has waived his rights. In addition to the circumstances under which a Complaint Advisory Board is convened under paragraph (b) above, the Chief of Police may convene a Complaint Advisory Board if such a review is desired before finalizing a disciplinary decision.

- (d) The Complaint Advisory Board shall be comprised of four (4) voting members; a Chairperson, of the rank of major or over, two employees of the rank of lieutenant or higher, and one sworn employee from the bargaining unit appointed by the Guild. The Department shall use its best efforts to distribute its appointments to the Complaint Advisory Board among command personnel. In cases of complaints from outside the Department, a fifth non-voting member of the Board shall be a citizen participant appointed by the Mayor. The citizen participant (1) shall certify to the Mayor in writing whether the citizen complaint received a full, fair and impartial hearing, and (2) may request the Chief of Police, in writing, to review the decision of the Board. The employee shall have the right to challenge any member of the Board for cause and will be allowed to exercise one preemptory challenge of members of the Board. The Chairperson shall have the right to challenge the employee appointed by the Guild for cause. When the Board is evenly split on what its recommendation will be (i.e., there's a tie vote), both points of view will be conveyed in writing to the Chief.
- (e) The employee will be given an opportunity to present a full and complete defense to the accusations presented at the hearing. The employee may be granted a continuance by the Chairperson for the purpose of presenting a full and complete defense. If facts are presented during the hearing that would support additional or alternative charges of misconduct that were not made prior to the convening of the Board, the Board may not render a decision on those charges until the employee has been advised of them and provided an opportunity to respond. The employee may request that the hearing be continued in order to have an adequate opportunity to prepare a response to such additional or alternative charges. The Chairperson may also continue the hearing if further investigation by the Internal Investigations Section of the facts supporting such charges is warranted.
- (f) The employee may ask any member of the Department or an attorney for assistance in the presentation of his case, with the exception of personnel from the Internal Investigations Division or the Police Legal Advisors.
- (g) The employee may record the proceedings at his own expense. Such recording may be through audio tape or stenographic means.
- (h) The Guild shall be notified whenever a complaint hearing is scheduled. The Guild may assign any elected officer of the Guild to sit in as an observer.
- (i) Complaint Advisory Boards are not judicial tribunals, and any evidence pertinent to the issue may be presented. The Chairperson shall decide any question of procedure or acceptability of evidence, accepting any evidence which is reasonably relevant to the present charges. No statements made by the accused employee can be used against him in a criminal prosecution. The Legal Advisor may be present as an advisor on procedural matters. The Complaint Advisory Board will consider the investigation reports, statements and other documents, testimony of witnesses, and such other evidence as it deems appropriate. The Chairperson, at his/her discretion, may order the employee or any other member of the Department to appear.



(j) When an accused officer is to be interviewed or is required to make a statement relative to a complaint against him/her, that officer will be apprised of:

- (1) the general or specific law(s), rule(s), regulation(s) or procedure(s) he/she is alleged to have violated; and
- (2) the general nature of the act(s) which constitutes the basis for the complaint.

Nothing in this provision shall function to limit the scope of the investigation and the accused officer is obligated to participate in and respond to questions asked during the interview or for purposes of the required statement.

Additional acts, allegations or circumstances may be made the subject of a separate interview or statement.

(k) Upon conclusion of the presentation of evidence by both sides, the Board will reach a decision by secret ballot. The employee will be advised of the results of the balloting prior to implementation of any disciplinary action that may be recommended.

(l) On the basis of its findings, the Board will recommend one of the following actions to the Chief of Police:

- (1) Further investigation with specific recommendations;
- (2) Finding a charge unfounded;
- (3) Finding a charge not sustained;
- (4) Finding a charge sustained and listing their recommendations; and
- (5) Exonerating the officer.

(m) If a sustained finding is to be recommended, the Board will then consider previous disciplinary actions taken against the employee in determining appropriate action in the present case. The Board shall not be bound by previous recommendations in determining the severity of the disciplinary action they recommend.

(n) Except for the subject employee, an employee ordered by the Chairperson to attend a Complaint Advisory Board (provided for in this Appendix) as a witness during his/her off-duty time shall be compensated in accordance with Article V, Section 4 (Overtime Pay for Court Appearances), of this Agreement. In the event all the charges in the complaint are exonerated or unfounded by the Chief of Police, the subject employee will also be entitled to the overtime provision in Article V, Section 4, as approved by the Chairperson.

## 2. Internal Investigations Procedures

- (a) Except in cases of criminal investigations, or where the complexity of the investigation requires that the investigation take more time, or where an employee fails to cooperate or fully respond in a timely manner, the Internal Investigations Section will use its best efforts to complete its investigation so that the review of the file may begin within ninety (90) days from the date of notification to the officer of the initiation of the investigation. To respond in a timely manner an employee who is a witness or an accused must submit a full and complete written statement in response to a request within ten (10) days after the receipt of the request. Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to the Internal Investigations Section. After ninety (90) days from the date of notification, they will be advised of the reasons for any delay in the completion of the investigation.
- (b) When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency, that employee will be afforded his/her rights under the Police Officers' Bill of Rights by that City agency.
- (c) Except in cases of criminal allegations or where the employee conceals acts of misconduct, no disciplinary action will result from a complaint of misconduct where the complaint is made to the Internal Investigations Section more than three years after the date of the incident which gave rise to the complaint.
- (d) The Internal Investigations Section shall conduct a preliminary investigation on every anonymous complaint before determining whether to proceed with a full investigation of the complaint.
- (e) No individual other than the employee or members of the Internal Investigations Section may review an officer's file without the permission of the officer's Assistant Chief, the Legal Advisors or the Chief of Police, except pursuant to a court order or by operation of law.
- (f) The Internal Investigations Section shall maintain a record showing which files have been removed from the IIS office, the date of removal, and where the files have been transferred to.
- (g) An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The Internal Investigations Section shall consider the circumstances and not unreasonably deny such access.
- (h) It is agreed by the Employer and the Guild that it is in the public interest and to their mutual benefit to maintain the confidentiality of internal disciplinary proceedings and Internal Investigations Section files to the extent that the circumstances may reasonably allow.



## APPENDIX B - GRIEVANCE PROCEDURE

Section 1. Any dispute between the Employer and the Guild 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) matters under Article IV, Section 4, Non-discrimination, (2) Public Safety Civil Service Commission Rules or Regulation specified in this Agreement, if there be such, and (3) disciplinary/discharge action taken by the Employer shall not be subject to this Article.

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

- Step 1. Any alleged grievance shall be taken up by the aggrieved employee with his/her immediate supervisor within fifteen (15) calendar days of the alleged contract violation.
- Step 2. If the grievance is not resolved within thirty (30) calendar days of the alleged contract violation, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. If the Guild supports the grievance, it shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail and the remedy sought. The Guild shall submit the written grievance to the aggrieved employee's Captain and/or Major within forty-five (45) calendar days of the alleged contract violation with a copy to the aggrieved employee's Bureau Chief and the City Director of Labor Relations.
- Step 3. If the grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police 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 Guild 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 Officers' Guild or his/her designee within the Guild

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

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

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

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

- (a) The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- (b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- (c) The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case.
- (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 4 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 to this Agreement.



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

Section 3. The time limits for processing a grievance stipulated in Section 2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Appendix B Section 2.

Section 4. Failure by an employee or the Guild 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 Guild to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 5. Grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance.

Section 6. If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Guild's reason(s) for non-acceptance must be presented in writing when and if the grievance is reinitiated at the next step of the grievance procedure.

Section 7. A grievance decision at any step of the procedure in Section 2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 4. A decision at Step 1, 2 or 3 shall be subject to review and/or reversal by the Employer at any time; provided, however, a decision at Step 3 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 3 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.

Section 8. Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

Section 9. As an alternative to answering the Step 3 grievance or conducting an investigation or hearing at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.

### APPENDIX C - CONFERENCE BOARD

There shall be a Department Conference Board consisting of three (3) employees named by the Guild and three (3) representatives of the Department named by the Chief of the Department. The Chief of the Department, or his representative, shall sit as one of the three (3) employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. It is also agreed that either party may add additional members to its Conference Board committee whenever deemed appropriate. The City Director of Labor Relations or his designee shall be requested to attend Conference Board meetings, and shall be provided an agenda in advance. The Conference Board shall meet not less than quarterly and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the welfare of the employees. The purpose of the Conference Board is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a consultative capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the procedure outlined in Appendix B, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the City representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations or his designee shall be in attendance and no such changes shall be made without the express approval of same. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting, and minutes shall be kept. Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.



## APPENDIX D - SALARIES

Section 1. Salaries shall be in accordance with the following schedule:

### Effective September 1, 1989:

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Police Officer	\$2545	\$2727	\$2852	\$2962	\$3110
Police Sergeant	\$3428	\$3576			

In order to reach a settlement with the Guild in the instant case, the City agrees that if Seattle Fire Fighters (Local 27) receive a retroactive wage increase effective September 1, 1989 which is greater than 6.5%, then Guild members will receive that percentage amount above 6.5% which would be equal to what the Fire Fighters received as of September 1, 1989. (For example, if Seattle Fire Fighters receive a retroactive wage increase of 7%, effective September 1, 1989, then Guild members' wages would be adjusted by an additional .5% also effective September 1, 1989.) The above provision will not be construed by the parties as setting a precedent for future wage settlements.

### Effective September 1, 1990:

An across-the-board salary increase will be given to Police Officers and Sergeants equal to one hundred percent (100%) of the increase from July 1989 to July 1990 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 2% or greater than 7%. Longevity and specialty pay premiums are to be adjusted in accordance with the new salary schedule effective September 1, 1990.

### Effective September 1, 1991:

An across-the-board salary increase will be given to Police Officers and Sergeants equal to one hundred percent (100%) of the increase from July 1990 to July 1991 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 2% or greater than 7%. Longevity and specialty pay premiums are to be adjusted in accordance with the new salary schedule effective September 1, 1991.

Section 2. Percentage salary premiums based upon the top pay step of the classification, Police Officer, shall be paid for the following assignments in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars</u>
<u>Effective September 1, 1989:</u>		
Detective, while assigned from any classification in Section 1	4%	\$124
*Detective-Bomb Squad, while assigned from any classification in Section 1	9%	\$280
**Detective-Homicide, while assigned from any classification in Section 1	6%	\$187
Diver, while assigned from any classification in Section 1	3%	\$ 93
Motorcycle Officer, while assigned from any classification in Section 1	3%	\$ 93
Radio Dispatcher, while assigned from any classification in Section 1	3%	\$ 93
Chief Dispatcher, while assigned from any classification in Section 1	5%	\$156
Canine Officer, while assigned from any classification in Section 1	3%	\$ 93
ERT Members, while so assigned from any classification in Section 1	3%	\$ 93
Hostage Negotiators, while so assigned from any classification in Section 1	3%	\$ 93



<u>Assignment</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars</u>
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Effective September 1, 1989:  
(continued)

Academy Instructor, while so assigned from any classification in Section 1	3%	\$ 93
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\*Includes 4% Detective and 5% hazardous duty premium pay.

\*\*Applies only to new Sergeants in Homicide on or after September 1, 1984. Effective September 1, 1989 Sergeants assigned to Homicide prior to September 1, 1984 shall receive 4%.

The above premiums shall be in addition to the regular salary of officers as specified in Section 1. There will be no pyramiding of specialty pays.

Section 3. Longevity premiums based upon the top pay step of the classification, Police Officer, shall be added to salaries in Section 1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars</u> <u>Effective September 1, 1989</u>
Completion five (5) five years of service	2%	\$ 62
Completion of ten (10) years of service	4%	\$124
Completion of fifteen (15) years of service	6%	\$187
Completion of twenty (20) twenty years of service	8%	\$249

### PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Effective September 1, 1989, patrol officers and sergeants (including those assigned to Seattle Center, Mounted Patrol and Harbor unit) will be eligible for longevity premium pay, based upon the top pay step of the classification Police Officer in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective September 1, 1989</u>
Completion five (5) five years of service	2%	\$ 62
Completion of ten (10) years of service	6%	\$187
Completion of fifteen (15) years of service	11%	\$342
Completion of twenty (20) twenty years of service	12%	\$373

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

### PATROL PREMIUM

An additional 1.5% of the base monthly, top-step salary for a police officer shall be paid as a premium to patrol officers and patrol sergeants.

Effective September 1, 1989, new hires will not be eligible to receive patrol premium pay until they have completed 5 years of service. However, police officers and sergeants hired prior to September 1, 1989 will receive patrol premium pay once their probationary period has been completed.

Effective September 1, 1989, police officers and sergeants assigned to the D.W.I. Squad and A.M./P.M. Enforcement Squads will also be eligible to receive patrol premium pay. (However, they will not be eligible for patrol longevity.)



#### PHYSICAL FITNESS

Pursuant to Article IV, Section 7, effective September 1, 1990, an employee's salary may be increased by 1.5% of his/her current base salary for compliance with "First Class" physical fitness standards or reduced by 3% of his/her current base salary for continued non-compliance with minimum physical fitness standards.

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APPENDIX E - FALSE ARREST INSURANCE

The City shall provide false arrest insurance in accordance with the FALSE ARREST AND OTHER SUPPLEMENTAL PERILS policy Certificate No. NAT-73-2199 effective as of December 1, 1973, and shall maintain the benefits therein for the life of this Agreement.

The City shall provide the Guild with a copy of said policy.

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## APPENDIX F - EQUIPMENT REQUIRED

1. ....

### 2. Firearms

- a. All uniformed officers of the Seattle Police Department, while on duty, shall be armed with a department-issued 38 Special four-inch barrel revolver; except that the Director of Training, on request, may approve a privately owned 38 Special revolver or a 357 Magnum caliber revolver with no less than four-inch and no more than six-inch barrel. Uniformed members are prohibited from carrying chrome or nickel plated revolvers with pearl or white horn grips, with the exception of the motorcycle drill team uniforms. While in uniform, officers shall have no more than one sidearm visible.
- b. Officers assigned to plainclothes duty shall be armed with a 38 Special revolver or a 357 Magnum caliber revolver with no less than a two-inch and no more than a six-inch barrel; provided any weapon other than department-issued must be approved by the Director of Training.

Exception: On certain types of assignments such as undercover investigative uses, a bureau commander may authorize the use of semi-automatic pistols or other special type weapons.

- c. All of the requirements for officers on duty shall apply to officers off duty while working at any employment where police authority is required.
- d. Reserve and special police officers shall abide by the same regulations as specified herein for department members.
- e. Supervisory officers in uniform or non-uniform assignments, whose duties require their continued presence inside a police building, may be armed with the 38 Special revolver, with a barrel length of no less than two-inch and no more than six-inch.

### 3. Ammunition

- a. Officers covered by this Agreement shall be provided with 38 cal. ammunition which will be of the best possible quality available for Police purposes.
- b. Officers shall be allowed to purchase and use 357 cal. ammunition, one of the restrictions being that they carry Department issue 38 cal. ammunition as their extra rounds. Officers who choose to exercise the option of using 357 cal. ammunition shall purchase only that ammunition which is authorized by the department, that ammunition being of the best possible quality available for Police purposes.

## APPENDIX G - POLICE OFFICERS' BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Seattle Police Department. The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or a suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such Complaint.
- B. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.
- C. The interrogation (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild before being interrogated. An attorney of his/her own choosing and/or a representative of the Seattle Police Officers' Guild may be present during the interrogation but may not participate in the interrogation except to counsel the employee. Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
- D. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls, and rest periods.
- E. The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- F. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.



# APPENDIX H - WEIGHT AND BLOOD PRESSURE CHARTS

## WEIGHT CHART FOR MEN

Height in inches	Minimum (all ages)	Age 21-30		Age 31-40		Age 41-50		Age 51-60	
		std	max	std	max	std	max	std	max
66"	131	144	164	148	167	152	170	154	172
67"	134	148	167	152	170	156	173	158	175
68"	137	153	168	157	174	161	177	163	179
69"	140	158	172	162	179	166	181	168	183
70"	145	163	177	167	183	171	186	173	188
71"	149	169	181	173	189	177	192	179	194
72"	153	175	187	179	195	183	198	185	200
73"	157	182	193	185	201	190	204	192	206
74"	162	189	199	193	207	197	211	199	213
75"	167	197	205	201	214	204	218	206	220
76"	172	203	211	207	220	211	224	213	226
77"	177	210	218	214	228	218	231	220	233
78"	182	217	224	221	235	225	238	227	240
79"	187	224	231	228	243	232	245	234	247

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# BLOOD PRESSURE CHART FOR MEN

Age	Normal Range		Hypertension Level	
	Systolic/Diastolic Upper#	Lower#	Systolic/Diastolic Upper#	Lower#
20-24	105-140	62-88	150	95
25-29	108-140	65-90	150	96
30-34	110-145	68-92	155	98
35-39	110-145	68-92	160	100
40-44	110-150	70-94	165	100
45-49	110-155	70-96	170	104
50-54	115-160	70-98	175	106
55-59	115-165	70-98	180	108
60-64	115-170	70-100	190	110

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# WEIGHT CHART FOR WOMEN

Height in inches	Minimum (all ages)	Age 21-30		Age 31-40		Age 41-50		Age 51-60	
		std	max	std	max	std	max	std	max
59	102	116	121	120	128	124	133	126	135
60	104	118	123	122	131	126	136	128	138
61	106	120	125	124	134	128	139	130	141
62	108	122	128	126	137	130	143	132	145
63	110	125	131	129	140	133	145	135	147
64	112	129	134	133	143	137	148	139	151
65	114	132	136	136	146	140	151	142	153
66	116	136	141	140	149	144	155	146	157
67	118	140	145	144	153	148	158	150	161
68	122	144	149	148	157	152	162	154	164
69	126	148	153	152	161	156	165	160	170
70	130	152	157	156	164	160	169	162	172
71	134	155	160	159	167	163	172	165	174
72	138	159	164	163	170	167	175	169	178

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# BLOOD PRESSURE CHART FOR WOMEN

Age	Normal Range		Hypertension Level	
	Systolic/Diastolic Upper#	Lower#	Systolic/Diastolic Upper#	Lower#
20-24	100-130	60-85	140	90
25-29	102-130	60-86	140	92
30-34	102-135	60-88	145	95
35-39	105-140	65-90	150	98
40-44	105-150	65-92	165	100
45-49	105-155	65-96	175	105
50-54	110-165	70-100	180	108
55-59	110-170	70-100	185	108
60-64	115-175	70-100	190	110

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**City of Seattle  
Personnel Department**

Dwight K. Imanaka, Acting Personnel Director  
Norman B. Rice, Mayor



February 27, 1990

TO: Gail A. Keefe  
Assistant City Clerk

FROM: Bill Hauskins *Bill*  
Director of Labor Relations

SUBJECT: Labor Agreement with the Seattle Police Officers' Guild

Attached is a signed copy of the new Labor Agreement between the City of Seattle and the Seattle Police Officers' Guild, effective through August 31, 1992. This Labor Agreement is executed by the City in accordance with Ordinance No. 114861.

Please return the duplicate copy of this memo with a notation of the file number assigned to the new Labor Agreement.

BH:tc  
Attachment

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1990 FEB 28 PM 12:24  
COMPTROLLER AND CITY CLERK

m/cityclrk.mou

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# City of Seattle

Executive Department-Office of Management and Budget

Kenneth R. Bounds, Director  
Charles Royer, Mayor



November 27, 1989

The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

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

REQUESTING  
DEPARTMENT: Personnel

SUBJECT: AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Officers' Guild, effective through August 31, 1992, 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 Rick Painter.

Sincerely,

Charles Royer  
Mayor

by

KENNETH R. BOUNDS  
Budget Director

KB/rp/mha

Enclosure

cc: Director, Personnel

#10,922

COPY RECEIVED

NOV 27 1989

SEATTLE CITY ATTORNEY

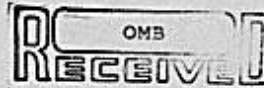
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**City of Seattle  
Personnel Department**

Everett S. Rosmith, Personnel Director  
Charles Royer, Mayor

November 22, 1989



NOV 22 1989

TO: City Council  
City of Seattle

843895

VIA: Mayor Charles Royer

Attention: Ken Bounds, Director  
Office of Management and Budget

FROM: Everett S. Rosmith *ESR*  
Personnel Director

SUBJECT: Proposed Ordinance Authorizing the 1989 - 1992 Collective Bargaining Agreement with Seattle Police Officers' Guild

The attached proposed ordinance authorizes execution of a three-year collective bargaining agreement with the Seattle Police Officers' Guild. As of November 14, 1989, a majority of Guild members ratified the tentative agreement. The principal provisions of this settlement are:

Base Wages

- A. Effective September 1, 1989, a first-year, across-the-board increase of 5.5%. If the Fire Fighters receive a wage increase effective September 1, 1989, after the pending appeal of the Kienast award is resolved, which is greater than 6.5%, then the City will retroactively adjust the Guild's first-year wage increase by the percentage amount above 6.5% received by the Fire Fighters.
- B. Effective September 1, 1990 and September 1, 1991, second- and third-year adjustments equal to 100% of the U.S. CPI-W (July to July) with a minimum of 2% and a maximum of 7%.

Longevity Pay Provisions Effective September 1, 1989

Longevity pay for all non-patrol police officers and sergeants will continue at 2 - 4 - 6 - 8% of the top-step police officer's base wage for 5 - 10 - 15 - 20 years of service respectively. The settlement provides a new longevity schedule for Patrol Division officers and sergeants to encourage the more experienced employees to either

remain in or transfer back to that Division. The Patrol Longevity schedule consists of 2 - 6 - 11 - 12% for 5 - 10 - 15 - 20 years of service respectively.

Specialty Pay Provisions Effective September 1, 1989

- A. New hires on or after September 1, 1989, will be required to complete five years of service in order to be eligible for the 1.5% patrol specialty pay currently provided for employees assigned to patrol work regardless of their length of service.
- B. The 1.5% patrol premium will be extended to police officers and sergeants assigned to particular traffic enforcement squads which provide substantial backup to patrol; these are the DWI squad and the enforcement squads working the AM or PM shifts. The aforementioned employees will not, however, be eligible for the patrol longevity pay.
- C. Police officers and sergeants assigned as detectives will receive an increase of 1% in their specialty pay, from 3% to 4%.
- D. A new specialty pay of 3% will be provided to police officers and sergeants assigned as instructors at the Police Academy.

Medical

- A. For the calendar years 1990, 1991 and, 1992, the City will continue to pay 100% of the monthly premium for coverage under the King County Medical (KCM) Comprehensive Plan.
- B. For the calendar years 1990, 1991, and 1992, the City will continue to pay 80% of the monthly premiums for coverage under the Group Health Cooperative (GHC) and the Pacific Health plans. Employees will pay the remaining 20% of said premiums.
- C. If an arbitrator awards or the City agrees to extend to Seattle Police Management Association retirees the right to participate in the City's under-age-65 medical plan, at their own cost, this right will be extended to members of the Guild, as well.
- D. The City will have the flexibility to change insurance carriers or to self-insure during the term of the new agreement, as long as benefits remain substantially the same.

Dental

For the calendar years 1990, 1991, and 1992, the City will continue to pay 100% of the dental care premium for the current benefit level.



Clothing Allowance

- A. Effective September 1, 1989, the annual clothing allowance will be increased from \$400 per year to \$450 per year.
- B. Effective September 1, 1990, the annual clothing allowance will be increased from \$450 per year to \$500 per year.
- C. Effective September 1, 1991, the annual clothing allowance will be increased from \$500 per year to \$550 per year.
- D. Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers after the signing of this contract will be eligible for a one-time reimbursement of up to \$500/each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

Civilianization

Although specific language will not be incorporated into the new collective bargaining agreement, the parties have agreed as a part of this settlement that the City has the right to civilianize Guild bargaining unit work in accordance with the following provision:

If a minimum of 70 new police officer positions (including the sixteen METRO officers who are currently not being paid by the City) are added to the Seattle Police Department as a result of Proposition I or other budgetary means, then 22 positions which are currently represented by the Guild may be concurrently civilianized. No layoffs will occur as a result of the above civilianization — the affected police officers and sergeants will be reassigned to new positions within the Seattle Police Department.

Smoking Policy

- A. Three temporary smoking rooms, which do not also serve as employee lunch rooms, will be established in the Public Safety Building effective January 1, 1990. All other city facilities which house 25 or more police officers will have at least one temporary smoking room available per building as of the same date. However, after December 31, 1990, each of the above rooms will be permanently removed and there will cease to be smoking rooms available to employees.
- B. During the calendar year of 1990, each Guild member will have one opportunity to either attend a smoking cessation program offered in the community or receive

treatment by a hypnotist or acupuncturist and to be reimbursed for 50% of said costs up to a maximum of \$250.

- C. All other provisions of Ordinance #113836, as amended, pertaining to the Citywide smoking policy will be enforced as written.

#### Disciplinary Procedures

Comprehensive changes have been made to the collective bargaining agreement and the SPD Manual with respect to due process, confidentiality issues, access to information within the Department, time frames for disciplinary procedures, and the composition of the panels which make recommendations to the Chief on disciplinary matters. The City has a reopener on the disciplinary issue tied to the findings of the M. M. Bell Study and the Guild has a reopener with respect to defining "conduct unbecoming an officer" and administrative reviews.

#### Physical Fitness

A physical fitness program will be implemented by the Police Department early in 1990. Effective September 1, 1990, the program will include incentive and disincentive pay provisions, whereby Guild members maintaining a "first-class" fitness rating will receive an additional 1.5% of their base wages and those failing to meet the minimum fitness standards will be subject to progressive disciplinary actions, including a 3% reduction in base wages. Physical fitness testing will be mandatory for all police officers and sergeants under 50 years of age and optional for those 50 years of age or older.

#### Callbacks and Court-Time Compensation

The overtime minimum pay guaranteed for all callbacks is reduced from four hours to three hours. Pyramiding court callbacks within the same three-hour period or with regular shift time is disallowed.

#### Duration

The new collective bargaining agreement covers the period from September 1, 1989 through August 31, 1992. (The parties have agreed to re-open the agreement upon request of either party for negotiating proposed amendments regarding disciplinary procedures, and/or light duty assignments.)

#### Miscellaneous

In addition to the above provisions, the settlement includes the following: 1) greater flexibility for the Police Department to change shift schedules for Community Police Teams, Proactive Teams and the Gang Squad in order to avoid the payment of



overtime; 2) special compensation provisions during the Goodwill Games (July 12 - August 7 of 1990) — for which the City will be reimbursed; 3) vacation scheduling by seniority; 4) clarification of holiday language and the establishment of a threshold for new employees earning personal holidays; 5) the requirement that days granted to Guild officers due to union business, for which they reimburse the City, not conflict with scheduled court appearances; and 6) the method by which overtime will be calculated under the Fair Labor Standards Act.

#### First-Year Cost

The attached summary estimates the cost of the settlement for the period September 1, 1989 through August 31, 1990 at \$3,354,916. This amount includes the impact of the 5.5% base wage increase on the cost of longevity pay, specialty pay, and the City's pension contribution. The estimate does not reflect the significant savings anticipated from civilianizing and/or abrogating 22 positions and the reduced cost of callback/court-time compensation. (For example, the savings from abrogating three police clerk positions should be approximately \$105,000; while the annual savings from the Guild's concession on callbacks/court-time compensation should be approximately \$200,000.)

Should you have any questions regarding the provisions of the new collective bargaining agreement with Seattle Police Officers' Guild, please call Lizanne Lyons (4-7874). Questions regarding the attached legislation may be addressed to Phyllis Dwyer (4-7871).

ESR:llc  
Attachments

m/spogcba.mem

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SEATTLE POLICE OFFICERS' GUILD  
SUMMARY OF ADDITIONAL FIRST-YEAR COSTS

September 1, 1989 — August 31, 1990

A.	WAGES <sup>1</sup>	<u>\$2,413,198</u>
B.	OTHER BENEFITS:	
	- Health Care	\$427,656
	- Patrol Longevity	342,960
	- Goodwill Games (assuming reimbursement for overtime costs)	30,500
	- Uniform Allowance	55,150
	- Specialty Pays	85,452
	 TOTAL	 <u>\$3,354,916</u>

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<sup>1</sup>Includes additional roll-up costs associated with pension, specialty and longevity pays.

p/spogsumm.adn

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**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**

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