

2L ORDINANCE No. 114958

3L COUNCIL BILL No. 107813

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Management Association, effective through August 31, 1992; fixing compensation and providing certain conditions of employment for certain positions and assignments in the Seattle Police Department; superseding inconsistent ordinances, and providing payment therefor.

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

Introduced:	By:
Feb 13, 1990	Sibong A
Referred:	To:
Feb 13, 1990	Finance, Budget + Mgmt
Referred:	To:
Referred:	To:
Reported: FEB 26 1990	Second Reading: FEB 26 1990
Third Reading: FEB 26 1990	Signed: FEB 26 1990
Presented to Mayor: FEB 27 1990	Approved: MAR 6 1990
Returned to City Clerk: MAR 6 1990	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, Budget

to which was referred the within Council Bill No. 107813  
report that we have considered the same and respectfully recommend

PASS 3-0 2/21/90  
Vote 5-0

Committee Chair

OK



8

13

*Law Department***The City of Seattle--Legislative Department**Date Reported  
and Adopted**REPORT OF COMMITTEE**

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OK

Committee Chair

CB 107817

ORDINANCE 114958

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Seattle Police Management Association, effective through August 31, 1992; fixing compensation and providing certain conditions of employment for certain positions and assignments in the Seattle Police Department; superseding inconsistent ordinances, and providing payment therefor.

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

WHEREAS, certain employees in Police Department nonrepresented assignments also continued to work after August 31, 1989, on condition that their wages and certain conditions of employment would continue to be consistent with the negotiated collective bargaining agreements between the City and Seattle Police Management Association; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Acting Personnel Director and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with Seattle Police Management Association, effective through August 31, 1992, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and Seattle Police Management Association," with "Appendix A" thereto setting forth rates of pay for the classes of positions listed therein effective September 1, 1989, and January 1, 1990.

Section 2. As requested by the Acting Personnel Director and recommended by the Mayor in the materials attached hereto, the base monthly rates of compensation of designated represented and nonrepresented positions and assignments in the Police Department shall be as follows:

Effective September 1, 1989

Police Lieutenant	\$4054	\$4220	\$4395
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1	Police Lieutenant	\$4662	\$4854	\$5056
2	(assigned) Director of Goodwill Games			
3	Police Captain	\$4662	\$4854	\$5056
4	Police Communications Director	\$4662	\$4854	\$5056
5	Administrative Assistant to the Chief of Police	\$4662	\$4854	\$5056
6	Police Major		\$5583	\$5813
7	Police Major — Inspectional Services		\$5583	\$5813

if Seattle Fire Fighters (Local 27) receive a retroactive wage increase effective September 1, 1989, which is greater than six and one-half percent (6.5%), the base monthly rates for positions and assignments designated herein shall be increased effective September 1, 1989, by the percentage amount received by Seattle Fire Fighters above six and one-half percent (6.5%).

Section 3. Effective September 1, 1990, the base wage rates enumerated in Section 2 shall be increased by 100 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%.

Section 4. Effective September 1, 1991, the base wage rates set forth in Section 2 as adjusted pursuant to Section 3 above shall be increased by one hundred percent (100%) of the percentage 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%.

Section 5. Effective September 1, 1989, a salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad while so assigned.

1 Section 6. Effective January 1, 1990, certain employees in positions and  
2 assignments designated in Section 2 shall be eligible for longevity premium pay in  
3 addition to the base monthly rates of compensation authorized herein in accordance with  
4 the following schedule:

<u>Years of Service</u>	<u>Longevity Pay Formula</u>
5 Completion of fifteen (15) years of service	6 Three percent (3%) of top 7 step, base monthly rate of 8 Police Lieutenant
9 Completion of twenty (20) years of service	10 Four percent (4%) of top 11 step, base monthly rate of 12 Police Lieutenant

13 Section 7. Effective January 1, 1990, Police Majors assigned to Inspectional  
14 Services shall receive sixty (60) hours of executive leave per calendar year under the  
15 provisions applicable to Police Majors in the collective bargaining agreement authorized  
16 in Section 1.

17 Section 8. Effective January 1, 1990, sworn personnel assigned Police  
18 Lieutenant-Director of Goodwill Games, Administrative Assistant to the Chief of Police,  
19 and Police Major-Inspectional Services shall be covered by the medical and dental plan  
20 options provided to Seattle Police Management Association bargaining unit members in  
21 the collective bargaining agreement authorized in Section 1.

22 Section 9. Police Department employees in the designated ranks of Police  
23 Lieutenant, Police Captain, Police Major, Assistant Chief of Police, and Chief of Police  
24 shall receive clothing allowances according to the following schedule:

<u>Effective Date</u>	<u>Annual Allowance</u>
25 September 1, 1989	26 \$450
27 September 1, 1990	28 \$500
September 1, 1991	\$550

Section 10. The Police Department is hereby authorized to use unexpended and  
unencumbered salary funds accumulating in the 1990 Budget to pay the compensation  
authorized herein. The City Comptroller is authorized to draw and the City Treasurer  
to pay the warrants drawn for the compensation authorized herein.



(To be used for all Ordinances except Emergency.)

Section 11. The Salary Ordinance and any other ordinances insofar as inconsistent herewith are hereby superseded.

Section 12. Execution and delivery of the agreement authorized in Section 1 hereof and any act consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 13. 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 26<sup>th</sup> day of February, 1990  
and signed by me in open session in authentication of its passage this 26<sup>th</sup> day of  
February, 1990

[Signature]  
President of the City Council.

Approved by me this 6<sup>th</sup> day of March, 1990

[Signature]  
Mayor.

Filed by me this 6<sup>th</sup> day of March, 1990

[Signature]  
Attest: City Comptroller and City Clerk.

(SEAL)

Published.....

By [Signature]  
Deputy Clerk.

**AGREEMENT**

**By and Between**

**THE CITY OF SEATTLE**

**and**

**SEATTLE POLICE MANAGEMENT ASSOCIATION**

**Effective through August 31, 1992**

**FILED**  
**CITY OF SEATTLE**  
**1990 MAR 21 PM 2:56**  
**COMPTROLLER AND CITY CLERK**



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

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

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

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

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

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

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

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



## ARTICLE 2 - UNION MEMBERSHIP AND DUES

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

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

- a. Joining the Seattle Police Management Association.
- b. Paying an amount equivalent to the regular dues to the Police Charity Fund.
- c. Paying an amount equivalent to the regular dues to the Association without any membership rights.
- d. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Association dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

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

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

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

2.3 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Association or amounts contributed to the Police Charity Fund in lieu of

Association dues. The amounts deducted shall be transmitted twice each month to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Association by the Employer.

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



Association dues. The amounts deducted shall be transmitted twice each month to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Association by the Employer.

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

### ARTICLE 3 - EMPLOYMENT PRACTICES

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

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

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

#### 3.4 Overtime and Executive Leave.

3.4.1 Except as otherwise provided in Sections 3.4.2 and 3.4.3 Lieutenants (except those working a six (6) and two (2) schedule) shall either be (a) compensated at the rate of time and one-half (1 ½) or (b) provided with one and one-half (1 ½) hours off for each hour worked in excess of forty (40) in a work-week when ordered by the Employer to work such hours.

3.4.2 The work period for Lieutenants working a six (6) and two (2) schedule (6 days on and 2 days off) shall be the equivalent of eighty (80) hours biweekly on an annualized basis. Lieutenants working the six (6) and two (2) schedule shall either be (a) compensated at the rate of time and one-half (1 ½) or (b) provided with one and one-half (1 ½) hours off for each hour worked in excess of his/her regularly scheduled six (6) day work period when ordered by the Employer to work such hours. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 6/2 schedule.

3.4.3 Effective May 1, 1987, Lieutenants who have worked overtime and are thereby eligible for overtime compensation will be allowed the choice of whether they will be a) compensated by a cash payment at the rate of time and one-half; or b) compensated by receiving additional paid leave at the rate of time and one-half for all overtime hours worked up to forty or in excess of ninety in a payroll year. The Department Bureau Commanders will have sole discretion in deciding the form of compensation due to Lieutenants eligible for overtime for all overtime hours worked from forty through ninety in a payroll year.



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

3.4.5 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1 ½) rate in the form of either a cash payment or time off.

3.4.6 Management employees of the rank of Police Captain and Police Major may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain will be granted fifty (50) hours of noncumulative paid Executive Leave per calendar year, and each Major will be granted sixty (60) hours of noncumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated. Each Captain will have the option of cashing out a maximum of ten (10) hours of Executive Leave each calendar year, and each Major will have the option of cashing out a maximum of twenty (20) hours of Executive Leave each calendar year; provided that the employee gives the Police Department notice by July 1 of each such year. Any such Executive Leave cashout will be paid on the first pay date in August of that calendar year.

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

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

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

### 3.6 Standby

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



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

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

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

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

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

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

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

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

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

3.15 Clothing Allowance. Employees shall purchase clothing and equipment in accordance with department standards. Each employee shall be paid \$450.00 annually to cover the cost of replacement of said items. Effective September 1, 1990, the annual clothing allowance will increase to \$500.00 and effective September 1, 1991, it will increase to \$550.00. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

3.16 Effective upon the date of signing of this Agreement, employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-five and one-half cents (\$0.255) per mile.

3.16.1 The cents per mile mileage reimbursement rate cited above shall be adjusted on January 15, 1991 and January 15, 1992 to reflect the United States Internal Revenue Service audit rate then in effect on those specific dates for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

3.17 Physical Fitness. All employees will be required to take current weight and blood pressure tests at least once a year.

3.18 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 Association 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.



#### ARTICLE 4 - SALARIES

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

## ARTICLE 5 - HOLIDAYS

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

5.2 Employees who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (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.

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

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

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



## ARTICLE 6 - VACATIONS

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

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

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

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>	
<u>ACCRUAL RATE</u>	<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 18720 . . .	.0577	5 through 9 . . .	15	(120)	240
18721 through 29120 . . .	.0615	10 through 14 . . .	16	(128)	256
29121 through 39520 . . .	.0692	15 through 19 . . .	18	(144)	288
39521 through 41600 . . .	.0769	20 . . . . .	20	(160)	320
41601 through 43680 . . .	.0807	21 . . . . .	21	(168)	336
43681 through 45760 . . .	.0846	22 . . . . .	22	(176)	352
45761 through 47840 . . .	.0885	23 . . . . .	23	(184)	368
47841 through 49920 . . .	.0923	24 . . . . .	24	(192)	384
49921 through 52000 . . .	.0961	25 . . . . .	25	(200)	400
52001 through 54080 . . .	.1000	26 . . . . .	26	(208)	416
54081 through 56160 . . .	.1038	27 . . . . .	27	(216)	432
56161 through 58240 . . .	.1076	28 . . . . .	28	(224)	448
58241 through 60320 . . .	.1115	29 . . . . .	29	(232)	464
60321 and over . . . . .	.1153	30 . . . . .	30	(240)	480

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

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE 7 - PENSIONS

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

## ARTICLE 8 - MEDICAL COVERAGE

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

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

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

8.4 For the calendar years 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 8.2 and 8.3, now funded by the City. The maximum monthly medical premiums per covered employee, including his/her dependents, the City will assume will be the premium rates established for each calendar year during the term of this Agreement.

8.5 For the calendar years 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 8.2 and 8.3, now funded by the City. Employees that subscribe to the Group Health Cooperative Plan or to the Pacific Health Plan shall pay the remaining twenty percent (20%) of the monthly premium cost for each calendar year during the term of this Agreement.

The City will provide a vision care benefit under the Group Health Cooperative Insurance Plan. The City shall pay eighty percent (80%) of the additional cost for providing this benefit for the calendar years 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.

8.6 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.

Chemical dependency and psychiatric treatment are as follows:



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

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

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

8.7 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.

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

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

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

## ARTICLE 9 - DENTAL CARE

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

9.2 During calendar years 1990, 1991 and 1992, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 9.1 above.

9.3 The maximum monthly dental care premiums per covered employees, including his/her dependents, the Employer shall assume shall be the premium rates established for the calendar years 1990, 1991 and 1992.

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

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



## ARTICLE 10 - SICK LEAVE AND LONG TERM DISABILITY

10.1 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.

10.2 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. Effective October 1, 1989, 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.

10.3 Effective October 1, 1989, 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.

10.4 The LTD program cited in Section 10.3 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 Management Association in its capacity as the representative of the affected employees.

10.5 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.

10.6 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.

10.7 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 10.3 above and provide an alternative plan either through self insurance or another insurance carrier.

10.8 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 10.3 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 Association 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 Association written notice of its intent to renegotiate the LTD program cited in this Article.

10.9 The LTD benefits covered by Section 10.3 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 Association; 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 10.8, option 3, of this Article or future labor negotiations.

10.10 The LTD program as covered by Sections 10.3 through 10.9 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.

10.11 Sick Leave Incentive. Effective January 1, 1990, 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, for example, employees who use no sick leave in the payroll year ending December 19, 1989, shall have sixteen (16) hours of additional sick leave credited to their account for 1990;
- 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 10.2 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 11 - MANAGEMENT RIGHTS

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

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

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

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



## ARTICLE 12 - WORK STOPPAGES

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

12.2 The Employer shall not engage in lockout.

### ARTICLE 13 - SUBORDINATION OF AGREEMENT

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

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



#### ARTICLE 14 - SAVINGS CLAUSE

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

## ARTICLE 15 - ENTIRE AGREEMENT

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

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



## ARTICLE 16 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE 17 - POLICE OFFICERS' BILL OF RIGHTS

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

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

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

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

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

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

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

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



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

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

## ARTICLE 18 - CONFERENCE BOARD

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

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

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

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

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



ARTICLE 19 - DURATION OF AGREEMENT

19.1 Except as otherwise herein provided, this Agreement shall become effective upon signing by both parties and shall remain in effect through August 31, 1992. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 1992 as stipulated in RCW 41.56.440.

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

Signed this 9<sup>th</sup> day of March, 1990.

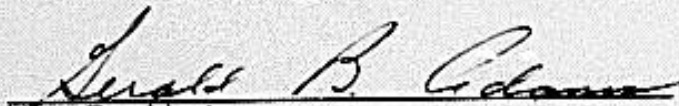
SEATTLE POLICE MANAGEMENT ASSOCIATION

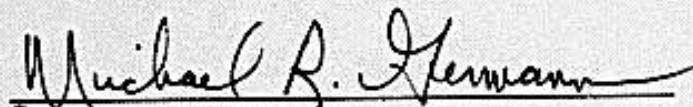
CITY OF SEATTLE

Executed under the authority  
of Ordinance 114 958.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

## APPENDIX A - SALARIES

A.1 The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1989, through August 31, 1990.

Police Lieutenant	\$4054	\$4220	\$4395
Police Captain	\$4662	\$4854	\$5056
Police Communications Director	\$4662	\$4854	\$5056
Police Major	\$5583	\$5813	

In order to reach a settlement with the Association 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 Association 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 Association 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.

A.2 Effective September 1, 1990, the base wage rates enumerated in Section A.1 shall be increased by 100 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 pay will be adjusted in accordance with the new salary schedule effective September 1, 1990.

A.3 Effective September 1, 1991, the base wage rates set forth in Section A.1 as adjusted pursuant to Section A.2 above shall be increased by one hundred percent (100%) of the percentage 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 pay will be adjusted in accordance with the new salary schedule effective September 1, 1991.

A.4 In the event the "Consumer Price Index" becomes unavailable, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for the purposes of computing such increase, and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

A.5 Effective September 1, 1989, a salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad while so assigned.



A.6 Effective January 1, 1990, longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries in Section A.1 during the life of this Agreement in accordance with the following schedules:

<u>Longevity</u>	<u>Percentage</u>	<u>Monthly Equivalent in Dollars Effective January 1, 1990</u>
Completion of fifteen (15) years of service	3%	\$132
Completion of twenty (20) twenty years of service	4%	\$176

**City of Seattle  
Personnel Department**

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



March 21, 1990

**TO:** Gail Keefe  
Assistant City Clerk

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

**SUBJECT:** Collective Bargaining Agreement with the Seattle Police Management Association

Attached is a signed copy of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association which is effective through August 31, 1992. This agreement was executed by the City in accordance with Ordinance No. 114958.

BH:dbk  
Attachment

FILED  
CITY OF SEATTLE  
1990 MAR 21 PM 2:56  
COMPTROLLER AND CITY CLERK

m/Coll.Barg.SPMA



# City of Seattle

Executive Department-Office of Management and Budget

Norman B. Rice, Mayor

February 2, 1990

COPY RECEIVED

FEB 02 1990

SEATTLE CITY ATTORNEY



The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

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

REQUESTING  
DEPARTMENT: Personnel

SUBJECT: An ordinance authorizing a collective bargaining agreement between the City of Seattle and Seattle Police Management Association, effective through August 31, 1992; fixing compensation and providing certain conditions of employment for certain positions and assignments in the Seattle Police Department; 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 Jo Whitehorse Cochran (4-8086).

Sincerely,

Norman B. Rice  
Mayor

by

*Andrew J. Lofton for*

ANDREW J. LOFTON  
Acting Budget Director

AL/jc/lw

Enclosure

cc: Personnel Director

OMB  
RECEIVED

FEB 6 1990

841578

# STATE OF WASHINGTON - KING COUNTY

24348  
City of Seattle

-55-

No.

## City of Seattle

1990-0017 Publication

The full text of the following or portions thereof, as published in the City of Seattle, is hereby certified to be a true and correct copy of the original as the same appears in the City of Seattle.

### ORDINANCE 15490

Authorizing a utility, engineering and design services for the City of Seattle, to be provided through August 31, 1990, for the purpose of providing certain services of engineering and design for the City of Seattle, and providing payment therefor.

### ORDINANCE 15491

Authorizing money to pay certain utility charges and ordering the payment thereof.

### ORDINANCE 15492

Relating to the Department of Human Resources, and authorizing the City of Seattle, to make an appropriation from the Department of Human Resources, for the purpose of providing certain services of engineering and design for the City of Seattle, and providing payment therefor.

### ORDINANCE 15493

Relating to the Office of Management and Finance, making an appropriation from the Department of Human Resources, for the purpose of providing certain services of engineering and design for the City of Seattle, and providing payment therefor.

### ORDINANCE 15494

Relating to the Engineering Department, making an appropriation from the Department of Human Resources, for the purpose of providing certain services of engineering and design for the City of Seattle, and providing payment therefor.

### ORDINANCE 15495

Increasing certain expenditures authorized in the City Budget of various City departments to provide utility services for certain City employees consistent with the Department of Human Resources, and by Ordinance 15490 on May 11, 1990, by appropriation, reduction, reappropriation, and transfer from the "Management Department Fund" account in the Department of Finance General, and by reimbursable and partially reimbursable appropriations from various other funds.

### ORDINANCE 15496

Authorizing an expenditure from the Judgment/Claims Fund, to be reimbursed by the Drainage and Waste Water Fund, to settle the claims of Seattle University, PC1991.

### ORDINANCE 15497

Retiring, reclassifying and fixing compensation for certain employee positions in various City departments, and providing payment therefor.

Publication ordered by HOWARD J. BROOKS, Comptroller and City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, March 12, 1990.  
2/13/90

## Affidavit of Publication

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

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

T/O 114958 114959 114960

was published on

03/12/90

The amount of the fee charged for the foregoing publication is the sum of \$ C. Powell which amount has been paid in full.

Subscribed and sworn to before me on

MAR 12 1990

John May  
Notary Public for the State of Washington,  
residing in Seattle