

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Danielle Malcolm Chase Munroe	Candice Foote

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective from January 1, 2024, through December 31, 2027; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle (“City”) and the Seattle Police Management Association (“SPMA”). The collective bargaining agreement is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2024, through December 31, 2027. This legislation affects approximately 80 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 13.8 percent in 2024, 4 percent in 2025, 4 percent in 2026, and 3 percent in 2027. In the event the average annual percentage increase in base wages covering years 2024 through 2026 exceeds 4.5 percent, the SPMA may elect to reopen the agreement to renegotiate the 2027 base wage increase. Lieutenants who work the 4/3 schedule receive 10 hours’ pay for their regularly scheduled 10-hour day, with additional compensation for hours worked in excess of 10 hours (excluding meal period). This does not increase costs. Captains who work certain events will receive compensation at the Captain's top-step hourly rate of pay, in lieu of flex time (compensatory time).

The City and SPMA agreed to continue health care cost sharing the same as in previous agreements: the City will pay up to 7 percent of annual health care cost increases, and then additional costs will be covered by the Rate Stabilization Fund (“Fund”). Once the Fund is exhausted, the City will pay 85 percent, and employees will pay 15 percent of any additional costs.

The collective bargaining agreement provides for other working conditions, including:

- Employees returning to the rank of Captain from an executive level position will have their time as Assistant or Deputy Chief counted towards their step placement and receive a prorated share of executive leave.
- The City will provide a total annual match of employees’ contributions to the City’s voluntary deferred compensation program of a maximum of 3 percent of the top step base salary of Police Lieutenant.

- Employees receiving State Paid Family and Medical Leave (“SPFML”) may continue to use their accrued leave to supplement the SPFML benefit payment, consistent with the prior pilot.
- 180-day period for investigations may be extended by up to 60 days where the Force Review Board refers allegations of Type 3 use of force.
- Grievance settlements may be made retroactive up to 30 days prior to the initial filing of the grievance (previously up to 15 days).

The collective bargaining agreement is pending ratification by union membership. The Mayor is therefore not authorized to execute the agreement unless and until it has been ratified by SPMA union membership.

## 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ Yes ☐ No

Labor Relations developed the following estimates to approximate the costs of ratifying the agreement:

2024-2027						
	(Baseline)	2024 (Year 1)	2025 (Year 2)	2026 (Year 3)	2027 (Year 4)	4 year total
Wages						
2024 - Baseline (FPR from job code)	\$20,938,772					
2024 113.8%		\$23,828,323				
2025 104.0%			\$24,781,456			
2026 104.0%				\$25,772,714		
2027 103.0%					\$26,545,895	
						\$100,928,388
Flextime conversion			\$83,766	\$87,117	\$89,730	\$260,613
Executive leave cashout change max cost			\$132,111	\$137,395	\$141,517	\$411,024
<b>Total</b>	<b>\$20,938,772</b>	<b>\$23,828,323</b>	<b>\$24,997,333</b>	<b>\$25,997,226</b>	<b>\$26,777,142</b>	<b>\$101,600,024</b>
<b>Cost over baseline</b>		<b>\$2,889,551</b>	<b>\$4,058,561</b>	<b>\$5,058,454</b>	<b>\$5,838,370</b>	<b>\$17,844,936</b>

Separate, future legislation, as required, will be forwarded by the City Budget Office to authorize additional appropriations for City departments. This legislation is expected in 2026 and will appropriate funds from existing planning reserves in the General Fund Financial Plan. No additional funding is required beyond these reserves.

### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

No.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

N/A

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

Legislation is required to implement bargained-for wages and changes to union members' working conditions. If the agreement is not legislated, employees will continue to receive the same wages that became effective on January 4, 2023. There may be other implications and legal risks for not authorizing this legislation.

**Please describe how this legislation may affect any City departments other than the originating department.**

This legislation has costs to the Seattle Police Department and operational impacts to the Office of Police Accountability and Seattle Police Department.

### 4. OTHER IMPLICATIONS

**a. Is a public hearing required for this legislation?**

No.

**b. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**c. Does this legislation affect a piece of property?**

No.

**d. Please describe any perceived implications for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Further implementation of the accountability ordinance and the City's commitment to constitutional policing, with further incorporation of inputs from the City's Police Accountability System (Community Police Commission, Office of Police Accountability, and Office of the Inspector General), would have a positive effect on communities of color and other vulnerable and historically disadvantaged communities.

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

- iii. **What is the Language Access Plan for any communications to the public?**  
N/A

**e. Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No.

- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No.

**Summary Attachments:**

Summary Attachment 1 – Bill Draft of Agreement By and Between The City of Seattle and Seattle Police Management Association