

MEMORANDUM OF UNDERSTANDING

RE: RETROACTIVE WAGES FOR POLICE DATA TECHNICIAN JOB SERIES

City of Seattle and PROTEC17

In response to PROTEC17's ("Union") Demand to Bargain dated December 19, 2019 requesting to bargain the impacts of the decision of the Seattle Police Department ("SPD") to revise the duties of the Police Data Technician series, the City of Seattle ("City") and the Union (collectively, the "Parties") bargained in good faith over the impacts and hereby enter into the following Agreement:

- A. The City agrees to adjust the wage tables for the Police Data Technician series to provide a one-time 23.13% wage adjustment, retroactive to January 5, 2022, as reflected in the attached wage table. This adjustment is made in acknowledgment of both the increase in duties performed by the series and the hiring and retention issues within the unit.
- B. Retroactive wage payments reflecting the 23.13% wage adjustment shall be made only to current employees of the City of Seattle who are employed on the Effective Date of this Agreement as defined below. Individuals who are not City of Seattle employees on the Effective Date of this Agreement will not receive or be entitled to any retroactive wage payments pursuant to this Agreement.
- C. The "Effective Date of this Agreement" is the date indicated next to each signature below. If the dates are different, then the latest date will be used as the "Effective Date of this Agreement." However, if the all the signatures have not been completed by December 5, 2022 that date will serve as the "Effective Date of the Agreement."
- D. The Parties agree:
 - 1. They have fulfilled their bargaining obligations with respect to the Union's Demand to Bargain dated December 19, 2019, and the terms and conditions provided in this MOU reflect the Parties' agreement reached during bargaining.
 - 2. To permanently relinquish the right to pursue the Demand to Bargain any further about the subject of retroactive wages for Police Data Technicians.
 - 3. To waive and release all legal and equitable claims or potential claims that the Union have or may have had against the City, its officers, agents, and employees arising out of or relating in any way to the issues raised in this Demand to Bargain.

E. The City and the Union agree:

1. This Agreement and the terms agreed to herein set no precedence or practice by the City, or between the City and its employees, and/or the Union. Neither party will attempt to rely upon this Agreement or any term set forth herein as establishing any precedent or practice, or evidencing any past practice, between the Parties.
2. This agreement represents the full and entire agreement between the City and the Union. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein.
3. In the event of any dispute over the application, interpretation, or enforceability of this Agreement, the Parties agree to discuss the dispute and attempt to reach resolution in good faith. If such a resolution cannot be reached, the dispute shall be subject to the exclusive remedy of the grievance procedure set forth in the Parties' collective bargaining agreement.

For the City of Seattle:

For PROTEC17:

Bruce C. Harrell 11/17/2022
Bruce Harrell, Mayor Date

mw 11/15/2022
Mark Watson, Business Rep. Date

Danielle Malcolm 11/18/2022
Danielle Malcolm, Negotiator Date

For the Seattle Police Department:

AD 11/15/2022
Adrian Diaz, Chief of Police Date