

**CITY OF SEATTLE**  
**ORDINANCE** 126761  
**COUNCIL BILL** 120505

AN ORDINANCE relating to City employment; authorizing a Memorandum of Understanding between The City of Seattle and PROTEC17; amending Ordinance 126725, which adopted the 2023 budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, Police Data Technicians provide a critical function to The City of Seattle (“the City”) processing data for Seattle Police Department planning and operations; and

WHEREAS, the City has identified a challenge with recruiting and retaining Police Data Technicians in recent years; and

WHEREAS, the City and PROTEC17 entered into negotiations and came to an agreement on changes to the rate of pay for Police Data Technicians; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on the behalf of The City of Seattle to execute a memorandum of understanding with PROTEC17, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding Re: Retroactive Wages for Police Data Technician Job Series.”

Section 2. In order to pay for necessary costs and expenses in 2023, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2023 Budget, appropriations for the following items in the 2023 Budget are increased from the funds shown, as follows:

<b>Item</b>	<b>Fund</b>	<b>Department</b>	<b>Budget Summary Level</b>	<b>Amount</b>
2.1	General Fund (00100)	Seattle Police Department	Leadership & Administration (BO-SP-P1600)	\$882,176
<b>Total</b>				<b>\$882,176</b>

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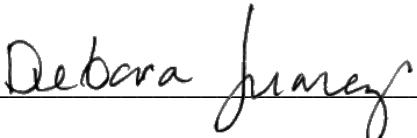
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Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.


4 Passed by 3/4 of the members of the City Council the 7th day of  
5 February, 2023, and signed by me in open session in authentication of its  
6 passage this 7th day of February, 2023.

7   
8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 13th day of February, 2023.

10   
11 Bruce A. Harrell, Mayor

12 Filed by me this 13th day of February, 2023.

13   
14 Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16 Attachments:  
17 Attachment 1 - Memorandum of Understanding Re: Retroactive Wages for Police Data  
18 Technician Job Series: City of Seattle and PROTEC17  
19 Exhibit A - Addendum to Memorandum of Understanding between The City of Seattle  
20 and PROTEC17

## 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

## ADDENDUM TO MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SEATTLE AND PROTEC17

Negotiated Hourly Wage Rates for the Police Data Technician Class Series

<b>Current Rates</b>					
<b>Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Pol Data Tech Trne		24.55	25.46	26.52	27.46
Pol Data Tech		28.90	30.01	31.11	32.23
Pol Data Tech,Sr		30.58	31.65	32.92	34.14
Pol Data Tech Supv		34.14	35.50	36.93	38.31

<b>New Rates (effective January 5, 2022)</b>					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Pol Data Tech Trne		30.23	31.35	32.65	33.81
Pol Data Tech		35.58	36.95	38.31	39.68
Pol Data Tech,Sr		37.65	38.97	40.53	42.04
Pol Data Tech Supv		42.04	43.71	45.47	47.17