

CITY OF SEATTLE
ORDINANCE 126958
COUNCIL BILL 120720

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers’ Guild; establishing a premium pay for staffing special events and allowing additional flexibility in the City’s use of non-commissioned employees to staff special events; commencing a Dual Dispatch Alternative Response Pilot Project; removing the geographical limitation of park rangers to Downtown parks; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (the “City”) permits many large festivals and events to take place throughout the year, requiring various levels of police presence to ensure public safety, crowd control, and traffic control; and

WHEREAS, reduced staffing levels in the Seattle Police Department have required the City to fill the majority of required police positions at special events through mandatory overtime; and

WHEREAS, some work at special events does not require the skills of commissioned officers and may be performed by non-commissioned employees; and

WHEREAS, the City and the Seattle Police Officers’ Guild (the “Guild”) have had in place since April 24, 2008, a Letter of Agreement limiting the geographical scope within which the City may use park rangers in Downtown parks; and

WHEREAS, the City and the Guild have worked collaboratively to establish an Alternative Response Program Pilot in the city of Seattle, allowing for Community Crisis Responders to respond to non-emergency situations; and

WHEREAS, the City and the Guild entered into negotiations, and came to a tentative agreement regarding staffing issues at special events, the City’s Dual Dispatch Alternative Response

1 Pilot Project, and the use of park rangers in City parks, as memorialized in the attached
2 Memorandum of Understanding; and

3 WHEREAS, the City Council will consider an amendment to the 2024 Budget, currently under
4 review, to cover compensation items authorized in the attached Memorandum of
5 Understanding; NOW, THEREFORE,

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

7 Section 1. As requested by the Seattle Human Resources Director and recommended by
8 the Mayor, the Mayor is authorized on behalf of the City to execute a Memorandum of
9 Understanding with the Guild, substantially in the form attached to this ordinance as Attachment
10 1 and identified as “Memorandum of Understanding Between the City of Seattle and the Seattle
11 Police Officers’ Guild.”

12 Section 2. Special Event Premium and Staffing Special Events. For Tier 1, Tier 2, and
13 Tier 3 special events that occur between October 1, 2023, and January 1, 2024, all Guild
14 bargaining unit members who work a special event will be paid a special event premium of \$225.
15 The special event premium is a fixed-rate premium that will be paid in addition to any overtime
16 rate otherwise applicable to the hours worked.

17 For special events that occur between January 2, 2024, and January 2, 2026, all Guild
18 bargaining unit members who volunteer during the volunteer period and who are selected to
19 work special events, as set forth in and in accordance with the attached Memorandum of
20 Understanding, shall be paid a special event premium of \$225 for working a special event. The
21 special event premium is a fixed-rate premium that will be paid in addition to the overtime rate
22 otherwise applicable to the hours worked.

1 Special event assignments that occur between January 2, 2024, and January 2, 2026, may
2 be filled by limited commissioned/non-commissioned personnel as set forth in the attached
3 Memorandum of Understanding.

4 Section 3. Dual Dispatch Alternative Response Pilot Project. The City will conduct a
5 Dual Dispatch Alternative Response Pilot Project, beginning in the fall of 2023 and running
6 through 2025, as set forth in the attached Memorandum of Understanding. The goal of the pilot
7 project is to evaluate ways to diversify the City’s emergency response options in a collaborative
8 approach with law enforcement. The Memorandum of Understanding sets forth the parameters
9 upon which the City and the Guild have agreed, which will allow the City to conduct the pilot in
10 a safe and effective manner.

11 Section 4. Park Rangers in City Parks. As set forth in the attached Memorandum of
12 Understanding, the City and the Guild will modify their 2008 Letter of Agreement (“LOA”) to
13 remove the geographical limitation confining park rangers to Downtown parks. Park rangers may
14 operate in any City park, subject to the other limitations remaining in the 2008 LOA.

15 Section 5. Any act consistent with the authority of this ordinance and prior to its effective
16 date is ratified and confirmed.

1 Section 6. 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 the City Council the 5th day of December, 2023,
5 and signed by me in open session in authentication of its passage this 5th day of
6 December, 2023.

7 

8 President Pro Tem of the City Council

9 Approved / returned unsigned / vetoed this 8th day of December, 2023.

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11 Bruce A. Harrell, Mayor

12 Filed by me this 8th day of December, 2023.

13 

14 Scheereen Dedman, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Memorandum of Understanding Between the City of Seattle and the Seattle
18 Police Officers’ Guild
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MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officer's Guild

The purpose of this Memorandum of Understanding between the City of Seattle (the "City") and the Seattle Police Officer's Guild (the "Guild") is to memorialize agreements reached between the parties to address staffing issues related to special events and the City's planned dual-dispatch pilot project.

RECITALS

1. Special event staffing: The City permits many large festivals and events to take place throughout the year that require some level of police presence to ensure public safety, control crowds and control traffic. Reduced staffing levels in the City's police department have required the City to fill the majority of required police positions at special events through required overtime. To reduce the need for mandatory overtime and to mitigate the additional workload associated with special events, the parties have agreed on a set of staffing procedures and a fixed-rate premium for work at all special events from October 1, 2023, through January 2, 2026. The details of the parties' agreements are set forth in this Memorandum.
2. Dual dispatch alternative response: The City will conduct a pilot project beginning in the fall of 2023 and running through 2025. The goal of the pilot project is to evaluate ways to diversify the City's emergency response options in a collaborative approach with law enforcement. This will allow a dual dispatch of sworn and non-sworn personnel to defined calls for service as set forth in the pilot project. During the pilot, the parties intend to gather data and experience about the safety and effectiveness of permitting unarmed, non-sworn personnel to respond to certain calls, including those that may involve a mental or behavioral health issue. This Memorandum describes the parameters upon which the parties have agreed that will allow the City to conduct the pilot in a safe and effective manner.
3. Park Rangers: The parties have had in place an agreement since April 24, 2008, that limits the geographic scope within which the City can use park rangers to downtown parks. Through this Memorandum, the parties have agreed to remove the downtown parks geographic limitation from the City's use of park rangers, leaving other existing limits on their use and authority in place.

AGREEMENT

Now, therefore, the parties agree as follows:

Special Event Staffing for October 1, 2023 – January 2, 2026

1. For Tier 1, Tier 2 and Tier 3 events that occur from October 1, 2023, through January 1, 2024, all SPOG bargaining unit members who work the special event will be paid a special event premium of \$225. The special event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked.
2. For special events that occur between January 2, 2024, and January 2, 2026:
 - a. The determination of the staffing needed for each special event has been made by SPD through its Seattle Police Operations Center ("SPOC"). This consideration takes into account a variety of factors, including without limitation the size and location of the event, the extent to which the event is anticipated to require the skills of commissioned officers as opposed to other non-commissioned employees, any unique circumstances regarding the event that present unique safety issues for officers and/or the community, and the availability of commissioned officers. The parties also recognize i) the need to ensure sufficient staffing for other work that requires the expertise and training of commissioned officers; ii) the value of expanding the pool of officers willing to volunteer for special event work in order to minimize drafting; and iii) the value of creating an incentive for current officers to continue their work at the City.
 - b. SPD, acting through SPOC, will determine both the number of employees needed at the special event and the appropriate mix of commissioned and/or non-commissioned personnel to staff the event. Once a determination as to how many commissioned officers and sergeants are needed, the Department will request volunteers from the SPOG bargaining unit to fill that pre-determined number of commissioned positions needed for the event. While the ultimate staffing determination will be made by SPD, the parties will establish a quarterly meeting to discuss any problems or concerns related to special event staffing. Specific suggestions made by the Guild will be considered in good faith by the City.
 - c. Once the staffing plan for a special event is set, the Department will put out the volunteer opportunities to fully commissioned personnel as described below. All SPOG bargaining unit members who volunteer during the volunteer period and who are selected to work the special event will be paid a special event premium of \$225 for working the special event. The special

event premium is a fixed-rate premium associated with the special event overtime that will be paid in addition to the overtime rate otherwise applicable to the hours worked.

- Events with more than 60 days' notice, the volunteer period will be open until at least 45 days before the event.
 - Events with between 60 and 45 days' notice, the volunteer period will be open for at least one week.
 - Events with less than 45 days' notice or if there are unanticipated changes to a pre-planned event that require significant additional staff, the Department will determine whether to have a volunteer period and the duration of the volunteer period; provided that the Department will not unreasonably refuse to permit a volunteer period to avoid the special event premium.
- d. If the fully-commissioned positions in the special event staffing plan are not filled by volunteers from the SPOG bargaining unit, each position may be filled by either limited-commission/non-commissioned personnel or, where necessary, the Department may draft uniformed police officers. The determination to use non-commissioned personnel or uniformed police officers for each of the remaining positions shall be made by the Seattle Police Department.
- e. For closed (not open to the public) corporate events or commercial/media/film events, SPOG members may volunteer for overtime at 1.5 times their regular hourly rate of pay. The timeline for volunteering for such events will be determined by SPD following consultation with SPOG. If there are insufficient volunteers, fully-commissioned personnel positions may be contracted out.

Alternate Response Pilot Project

1. The City's Dual Dispatch Alternate Response Pilot Project will involve up to 24 FTE, not including administrative personnel. Positions will be staffed with individuals trained to deal with mental and behavioral health or social welfare issues ("Community Crisis Responders" or "CCRs").
2. Dual dispatch can occur to two types of calls if the information received by the dispatcher indicates the call is nonviolent: 1) person down, and 2) welfare checks on adults where minors are not present and where the adult is not in the driver's seat of a vehicle. During the course of the pilot project, the parties may evaluate

additional call types that may be suitable for dual dispatch and may mutually agree in writing to expand the types of calls covered by this agreement.

3. Dual dispatch means that police and CCR will be dispatched at the same time.
 - a. If the police get there first, they assess the situation. They can take immediate action if they believe it is appropriate or wait for the CCR if reasonable to do so.
 - b. If the CCR gets there first, they wait until an officer has assessed the scene in a manner the officer deems appropriate. It will be the Officer's responsibility to make the determination as to who will make the initial direct contact (recognizing that an objective of the pilot project is to allow an initial direct contact by the CCR where it is safe and appropriate with the understanding that situations can be dynamic and unpredictable). A CCR does not approach unless cleared to do so by the Officer assessing the scene.
 - c. After the call is turned over, the Officer may remain at the scene or leave, at Officer's discretion. While there, the Officer will attempt to keep the scene safe but cannot guarantee the safety of the CCR.
 - d. The Officer holds the discretion to turn the call over to a CCR, and to reinsert into the call. The Officer is the ultimate authority on the call.
 - e. The Officer has the ability to advise the CCR to disregard if the officer's assessment is that the CCR is inappropriate for the call.
4. Dispatching a CCR will not impact the number of officers that are dispatched to the call.
5. The CCR will be responsible for writing a report that will be uploaded into the report writing system utilized by officers so that law enforcement is able to have the follow-up information.
6. SPOG will have at least one representative on the committee that is designing the Pilot Project to work through the operational details of the pilot.
7. Coordination with CCRs is governed by this agreement. Officers will remain obligated to follow the Department's current de-escalation policy (SDPM 8.100). References in that policy to team tactics and additional resources refer to coordination with and use of additional sworn personnel.

8. By entering into this Memorandum, neither party is waiving any claims or arguments regarding management rights or the bargaining obligations associated with future alternate response measures the City may seek to pursue.

Park Rangers

1. The parties will modify the 2008 Park Ranger LOA to remove the geographical limitation that confines park rangers to downtown parks. Park Rangers may operate in any City of Seattle parks, subject to the other limitations remaining in the LOA. The use of emphasis patrols at parks will continue at the Department's discretion.

Signed the _____ Day of _____, 2023

For Seattle Police Officers' Guild

For the City of Seattle

Mike Solan, President Date

Bruce A. Harrell, Mayor Date

Danielle Malcolm, Labor Negotiator Date