# **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 during negotiations for a new collective bargaining agreement.

### **AGREEMENT**

Now, therefore, the parties agree as follows:

The City may use non-sworn Police Department personnel to perform the following work functions:

- 1. Respond to lost or missing property calls unless it is a weapon or a potentially stolen item.
- 2. Respond to found property calls, unless the caller believes the found item is stolen, related to a crime, or a weapon or narcotics.
- 3. Deliver messages, except death messages.
- 4. Respond to requests for transportation unrelated to a crime.
- 5. Address landlord/tenant problems, with no confrontation or disturbance.
- 6. Respond to emergency food and shelter requests.
- 7. Performing mail runs (using locked mail containers).
- 8. Missing Juveniles and Runaways After screening with a sergeant, i) Taking reports of juvenile runaways from a government facility, ii) staying with juveniles after cleared by an officer while waiting for CPS or guardians to arrive.
- 9. Missing Adult Persons- After screening with a sergeant, stay with the found person after the officer has contacted the person.
- 10. Wellness checks (which are defined as an identified individual known to the caller, not person down calls) where the identified individual known to the caller does not have any history of or current suicidal ideations, significant health problems including mental health, history of or fighting addiction, history of or concerns of domestic abuse, or is living in one of the City's "wet houses."
- 11. Nuisance noise complaints after being screened by a sergeant if the sergeant determines that a non-sworn response can occur.
- 12. Hospital guard if approved by a lieutenant once the individual is secured at the hospital facility.
- 13. Property damage, within the following guidelines:

- a. Under \$750
- b. No evidence
- c. No suspect or witness information
- d. Not malicious harassment related
- 14. Automated traffic safety camera enforcement of stop light violations, rail crossings, speed violations, traffic obstructed violations, stopping at intersection or crosswalk violations, public transportation only lane violations, stopping or traveling in restricted lane violations (if permitted by law); provided that the City will preserve five positions that will remain available to officers.
- 15. Transporting mobile fingerprint readers to officers.
- 16. Pick up adult witnesses and transport them at the request of an officer if the entire transport is audio and video recorded.
- 17. Augment detective capacity with:
  - a. Former law enforcement officers with at least ten years of commissioned law enforcement experience to complete in-custody rush file cases for court filings, and respond to requests for more information from a prosecutors' office; and/or
  - b. Civilians to perform the following analytical work to assist investigative units and patrol with thorough, precise, and timely information directly related to the furtherance of their criminal investigations to include:
    - i. Tracking citywide criminal trends and patterns;
    - ii. Producing hot sheets and reports associated with the crime patterns;
    - iii. Preparing weekly crime numbers reports and specialized maps;
    - iv. Monitoring criminal activity, performing analysis, and preparing reports utilizing crime data;
    - v. Providing statistical information;
    - vi. Performing specific analysis for an investigation at the direction of a sworn detective including using Cellebrite, Geotime or equivalent programs;
    - vii. Providing threat assessments to the Department based on Internet and social media trends:
    - viii. Accessing digital imprints related to persons and or events that may contribute to broader investigations, as well as identify persons attempting to commit crimes using aliases, fraudulent identities and usernames;
    - ix. Pulling criminal histories, requesting 911 recordings, releasing and/or re-releasing evidence housed in evidence.com to the prosecutor, all as necessary to perform the duties above or under the direction of a detective.

The deployment of civilian personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and

deployment of civilian personnel will not prohibit officers from doing any of the functions identified above.

The performance of SPOG bargaining unit work by non-sworn personnel in circumstances unknown to SPOG president or designee, in circumstances to which SPOG has not agreed, will not create a past practice or result in the waiver of work jurisdiction claims by SPOG. Following adoption of this agreement, there will be a rebuttable presumption that work performed by non-sworn personnel is unknown to SPOG unless the City has provided written notice to the SPOG president or designee.

Signed this	day of, 202	4
For the City:		For the Guild:
		Mike Solan
	. City of Seattle	President, Seattle Police Officers' Guild