




CLOSED CASE SUMMARY

ISSUED DATE: MARCH 7, 2023

FROM: DIRECTOR GINO BETTS 
OFFICE OF POLICE ACCOUNTABILITY

CASE NUMBER: 2022OPA-0286

Allegations of Misconduct & Director’s Findings

Named Employee #1

Allegation(s):		Director’s Findings
# 1	5.001 - Standards & Duties 11. Employees Will Be Truthful and Complete in All Communication	Not Sustained - Unfounded
# 2	5.120-POL-2 Restrictions on Off-Duty Employment 3. Employees May Not Work Any Off-Duty Employment While On-Duty	Not Sustained - Unfounded

This Closed Case Summary (CCS) represents the opinion of the OPA Director regarding the misconduct alleged and therefore sections are written in the first person.

EXECUTIVE SUMMARY:

It was alleged Named Employee #1 (NE#1) was dishonest and worked off-duty employment while on duty.

ADMINISTRATIVE NOTE:

The alleged misconduct occurred while Parking Enforcement Officers were organized under the Seattle Department of Transportation (SDOT). Since that time, Parking Enforcement Officers have moved to the Seattle Police Department. This DCM will be transmitted to NE#1’s present chain of command.

SUMMARY OF INVESTIGATION:

On July 30, 2022, at 2:31 pm the Complainant—a parking enforcement supervisor—emailed SDOT’s chain of command stating NE#1 called to report she was involved in a car collision while “delivering a cake to a wedding” on her lunch break. The Complainant also reported NE#1 worked 8:00 am to 4:30 pm and had “Torchlight roll call” at 3:30 pm. The Complainant stated NE#1 used “available leave balances to cover the time loss at work.”

On September 1, 2022, NE#1’s SDOT manager forwarded that information to OPA. OPA opened an investigation. During its investigation, OPA reviewed the complaint, Complainant’s call log, NE#1’s citation log and daily activity report (DAR), Google Maps travel time estimates, and email correspondence. OPA also interviewed the Complainant, an SDOT manager (Witness Employee #1 or WE#1), a PEO supervisor (Witness Employee #2 or WE#2), and NE#1.



a. OPA Interview – Complainant

The Complainant stated he was a PEO supervisor for about ten years. The Complainant said he was not NE#1's direct supervisor, but was the duty supervisor on July 30, 2022.

The Complainant stated on July 30th around 1:50 pm NE#1 called him. The Complainant said NE#1 told him she was involved in a car accident. The Complainant recalled asking whether NE#1 contacted dispatch, but NE#1 responded she had not because she was in her personal vehicle. The Complainant said he asked what NE#1 was doing in her personal vehicle because NE#1 was on duty. The Complainant said NE#1 replied she was delivering a wedding cake, which the Complainant said was NE#1's "side business." The Complainant recalled NE#1 saying WE#1 was aware she was delivering the cake.

The Complainant said he advised NE#1 to contact the Washington State Patrol. The Complainant said there was some confusion about how to handle the situation since NE#1 was on duty but in her personal vehicle. The Complainant also explained PEOs work eight-hour shifts plus an unpaid thirty-minute lunch.

The Complainant said he called WE#1. According to the Complainant, WE#1 said NE#1 mentioned delivering a cake "in passing" but denied authorizing her to do that. The Complainant recalled telling NE#1 she needed to use vacation or comp time to cover missed work time.

The Complainant stated the incident occurred on the date of the Torchlight Parade, which was a mandatory workday for PEOs. The Complainant contacted the event's supervisor to report NE#1 was unable to work.

The Complainant explained he researched NE#1's cake delivery trip and learned it would have exceeded NE#1's thirty-minute lunch break. The Complainant also ran NE#1's July 30th citation log, which showed NE#1's last citation was issued at 12:34 pm at the "North Satellite Facility," near the intersection of North 131st Street and Stone Way. The Complainant found NE#1's DAR listed 1:00 pm to 1:30 pm as "Checkout Time," which was the procedure for ending a shift: Once an employee is "done for the day [and] she's going to download all her citations that she has on her phone to the court." The Complainant also said NE#1 "lumped her lunchtime – her 30-minute unpaid lunch and her breaks altogether." The Complainant explained breaks were paid. The Complainant said NE#1 reported 1:30 pm to 2:30 pm as compounded lunch and break time. The Complainant stated NE#1 could not possibly deliver a cake from her North Seattle location to the delivery site—Kubota Gardens in South Seattle—within her thirty-minute lunch break. The Complainant noted, since it was Torchlight Saturday and construction on I-5, traffic was heavy.

The Complainant also stated NE#1 was only entitled to a fifteen-minute break on July 30th since employees get fifteen minutes of paid break time for every four hours worked, and NE#1 only worked the first half (four hours) of her shift.

b. OPA Interview – Witness Employee #1

WE#1 was a Seattle Parking Enforcement manager and the Torchlight event supervisor.

WE#1 discussed his email correspondence with NE#1 about her July 30th work schedule. Specifically, NE#1 asked to be assigned as "rover/relief" because at 2:30 pm she planned to deliver a wedding cake in South Seattle and was unsure she would be on time for the 3:30 pm roll call. NE#1 wrote she could go straight to roving the parade if she ran



late. NE#1 did not mention she worked earlier that day or that she would use lunch and break time to deliver the cake. WE#1 responded he would schedule NE#1 as a volunteer.

WE#1 stated break time was typically flexible due to the nature of PEO work. WE#1 also confirmed PEOs typically submit Checkout Time/DAR before reporting to a special event.

c. OPA Interview – Witness Employee #2

WE#2 was a PEO supervisor and NE#1's direct supervisor.

WE#2 recalled NE#1 seeking his permission to deliver a cake between the end of her regular shift and the start of the special event. WE#2 recalled directing NE#1 to speak with the on-duty supervisor (the Complainant) and the event supervisor (WE#1) for authorization.

WE#2 noted NE#1 is a "very good worker" who "manages her time well." WE#2 also noted NE#1 has never had a prior work disruption.

WE#2 also stated break time was flexible.

d. OPA Interview – Named Employee #1

OPA interviewed NE#1. NE#1 explained she worked as a PEO for about twelve years.

NE#1 said baking was her side business. NE#1 stated she had a wedding cake to deliver mid-day on July 30th. NE#1 said she typically made deliveries before or after her shift, but the customer's wedding venue did not have a refrigerator, so she arranged to deliver it on her break.

NE#1 said, two weeks before July 30th, she asked WE#2 for permission to use combined lunch and break time to make the delivery. NE#1 said WE#2 told her to contact WE#1. NE#1 said WE#1 arranged for NE#1 to work as the "rover"¹ on July 30th so, if she ran late, she could report to Park 90/5, pick up a scooter, and go straight to her post. NE#1 stated she and WE#1 agreed she would use comp or vacation time if she ran late for the roll call.

NE#1 stated, while driving her personal car to make the delivery, she had a car accident. NE#1 said she called the Complainant, who told her to go home and seek medical attention.

NE#1 stated she used MapQuest to plan her trip. According to NE#1, the MapQuest search indicated the trip took thirty-five minutes. NE#1 also stated she planned to return to Park 90/5, where she was scheduled to report for the Torchlight event.

¹ A standby position during events, which relieved fixed PEO positions for breaks.



NE#1 reported she received a thirty-minute lunch and two fifteen-minute breaks per shift. NE#1 also stated she started her July 30th shift at 8:00 am. NE#1 explained she performed her checkout time before taking her lunch and breaks because special events (like Torchlight) are reported as overtime. NE#1 stated SDOT wanted PEOs to complete DARs before reporting to special events. NE#1 also noted she would have had to drive to Park 90/5 regardless of whether she delivered a cake in the interim and would have been paid for her travel time.

ANALYSIS AND CONCLUSIONS:

Named Employee #1 - Allegation #1

5.001 - Standards & Duties 11. Employees Will Be Truthful and Complete in All Communication

It was alleged NE#1 failed to be truthful and complete in an arrangement to deliver a cake on her breaks.

SPD Policy 5.001-POL-11 requires Department employees to be truthful and complete in all communications.

Here, there was insufficient evidence NE#1 was dishonest or gave her supervisors incomplete information. Similarly, there was insufficient evidence NE#1 improperly used unearned break time to deliver the cake.

NE#1 began her shift at 8:00 am. NE#1 anticipated using her thirty-minute unpaid lunch break and two fifteen-minute paid breaks (totaling one hour) to cover the anticipated thirty-five-minute trip from the North Satellite Facility to Kubota Gardens. NE#1 started her lunch break at 1:30 pm (five-and-a-half hours into her shift). PEOs are allotted a fifteen-minute break per four-hour work increment. PEOs are also afforded flexibility regarding when those breaks are taken.

NE#1 performed her Checkout/DAR procedure before taking her break. NE#1 explained this was because she anticipated reporting back for the special event and the Department expected the Checkout/DAR to be completed before reporting to a special event. WE#1, the event supervisor, also confirmed that.

NE#1's plan—to deliver a cake from the North Satellite Facility to Kubota Gardens, then return to Park 90/5 within an hour timespan during Seafair Weekend—was optimistic but not impossible. According to Google Maps, on that date and time, the southbound trip to Kubota Gardens took forty minutes to an hour and twenty-five minutes. Google Maps estimated the northbound trip to Park 90/5 took about sixteen minutes.

Ultimately, regardless of the feasibility of NE#1's plan, there is insufficient evidence she was dishonest. Accordingly, OPA recommends this allegation be Not Sustained – Unfounded.

Recommended Finding: **Not Sustained - Unfounded**

Named Employee #1 - Allegation #2

5.120-POL-2 Restrictions on Off-Duty Employment 3. Employees May Not Work Any Off-Duty Employment While On-Duty

It was alleged NE#1 worked off-duty employment while on duty.



SPD Policy 5.120-POL-2(3) governs off-duty employment. It states, “employees may not work any off-duty employment while on-duty,” except for court overtime.

Here, although NE#1—without question—worked her side business during her two paid fifteen-minute breaks, SPD Policy 5.120-POL-2(3) does not necessarily prohibit that action. Notably, SPD Manual 5.120’s heading states, “[t]he Department has the management right to regulate the *law enforcement related* off-duty employment of its employees.” (Emphasis added). Moreover, SPD Policy 5.120-POL-2(3)’s reference to “court overtime” also suggests the policy applies only to “law enforcement related” work.

Under other circumstances, policies such as professionalism (5.001-POL-10) or the requirement to perform work in a timely manner (5.001-POL-5) would prohibit an employee from performing non-law enforcement off-duty work while on duty. However, those circumstances were not present here. NE#1 attended to personal business, out of uniform, in her vehicle, on her own time.

Accordingly, OPA recommends this allegation be Not Sustained – Unfounded.

Recommended Finding: **Not Sustained - Unfounded**