


Issued Date: May 5, 2026

From: Deputy Director Nelson R. Leese (on behalf of Director Bonnie J. Glenn)
Office of Police Accountability 

Case Number: 2026OPA-0135

Allegations of Misconduct & Director's Findings

Named Employee #1

- 1. Allegation #1:** 5.001 - Standards and Duties POL-2. Employees Must Adhere to Laws, City Policy, and Department Policy

Finding: Not Sustained - Management Action (Expedited)

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

Executive Summary:

The Complainant, an SPD Human Resources manager, filed a complaint seeking guidance from OPA on the practice of employees claiming "standby" pay for the same hours as either regular or overtime "worked" hours. The Complainant noted his intent was determine "whether or not it's a policy violation," as SPD HR expended resources monitoring and adjusting hours to address the issue.

Administrative Note:

This case was approved for Expedited Investigation. That means OPA, with the Office of Inspector General's (OIG) agreement, believed it could issue recommended findings based solely on its intake investigation without interviewing the named employees. In this case, OPA requested, and OIG agreed, the matter was appropriate to expedite for the purpose of issuing a Management Action Recommendation, per OPA Manual 5.4(B)(iv).

On April 29, 2026, OIG certified OPA's investigation as thorough, timely, and objective.

Summary of the Investigation:

OPA investigated the issue by reviewing the documents submitted with the complaint, a spreadsheet provided by the Complainant, SPD Policy, and the Seattle Police Officers' Guild (SPOG) and Seattle Police Management Association (SPMA) Collective Bargaining Agreements (CBAs).

The Complainant provided a spreadsheet that identified 42 SPD employees who requested payment of on-duty "worked" time and off-duty "standby" pay for overlapping hours between December 31, 2025, and March 10, 2026. The number of hours ranged from 1 to 86 hours per officer. Of the 42 officers on the spreadsheet, 33 claimed 10.5 or fewer hours of overlapping "standby" pay. These hours had not yet been adjusted by SPD Payroll. The spreadsheet also identified 81 officers who requested overlapping payments between August 27, 2025, and December 30, 2025, but these hours had already been corrected by SPD Payroll. OPA also reviewed two emails sent from SPD Payroll to employees notifying them of the corrected hours.

OPA also spoke to the Complainant who provided additional context regarding the timekeeping process and his concern. He noted that standby pay was a 10% hourly payment made to officers to compensate them when they are required to be "on call" while technically off duty. The Complainant noted that if the employee is then called into work while scheduled to be off duty, their standby pay should stop, and their paid overtime (150%) should begin. If both continued to be applied, the officer would be paid an additional 10% premium on top of their overtime.

The Complainant explained that SPD began conducting routine audits of timesheets in June 2025. The Complainant noted the SPD Manual does not appear to define or restrict standby pay, except for one oblique reference to "off-duty standby pay" in SPD Policy 4.020-POL-1(14), "Off-Duty Standby Pay is Authorized by a Captain."

The Complainant also noted that an officer themselves is not always responsible for entering their time on their timesheets. Though detective units frequently would enter their own time, patrol officers' time would typically be entered by their supervisors.

The Complainant expressed his belief that there is a need for policy specificity on this topic.

Analysis and Conclusions:

Named Employee #1 – Allegation #1

5.001 - Standards and Duties POL-2. Employees Must Adhere to Laws, City Policy, and Department Policy

It was alleged that unnamed employees may be violating policy and the SPOG CBA by claiming standby pay for hours they work on regular or overtime status.

SPD Policy 5.001-POL-2 requires that employees adhere to laws, City policy, and Department policy. These include relevant collective bargaining agreements.

As the Complainant explained, standby pay compensates employees for the burden of being “on call” and available during times they are otherwise not scheduled to be working. But if the employee is already working, that premium is no longer needed as the employee is already being compensated for their time—usually in the form of overtime, which is paid at 150% of the employee’s regular hourly rate.

This understanding is supported by the SPOG and SPMA CBAs. Specifically, Article 5.11 states the “use of off duty on-call time shall be minimized,” and “if the employee is actually called back to work, the off duty on-call premium shall cease at that time.” SPMA CBA 3.5 contains a similar provision for lieutenants. Captains do not receive standby pay.

Here, the facts indicate there is broad confusion regarding the application of standby pay that has resulted in varying levels of likely overpayment to employees who receive standby pay. This confusion appears to be held by both individual officers and supervisors who enter their time sheets, resulting in SPD Payroll needing to process high numbers of corrections. Also, the SPD Policy Manual contains only one short policy that obliquely refers to “off duty” standby pay but does not provide any guidance on the limits of this time. The SPOG and SPMA CBAs are more specific, but the relevant provisions are limited to single lines in the lengthy agreements.

Exacerbating this, OPA has previously pointed out gaps in SPD’s time keeping system. These include that the system permits users to make entries—whether intentionally or mistakenly—that either do not align with policy or which should, by default, require supervisory approval. See, e.g., 2022COMP-0011 (recommending SPD “implement safeguards to prevent employees from coding overtime hours while disciplinary suspensions are served”).

Given this broad confusion, lack of specific policy guidance, and software that permits these entries to be made, OPA recommends this allegation be Not Sustained – Management Action (Expedited).

- **Management Action:** SPD should (1) *revise* SPD Policy 4.020 to define “standby” pay and include the limitation in SPOG CBA 5.11 and SPMA CBA 3.5 that the premium ends if the employee is called back to work; (2) *provide* training and communication to all SPD employees eligible for standby pay on this issue; and (3) *consider* implementing changes to its timekeeping software to either prohibit entries that do not align with policy, or require a supervisory override.

Recommended Finding: **Not Sustained – Management Action (Expedited)**

Footnote 1: The OPA Director may designate a civilian OPA Deputy Director to “perform such duties and have such powers as the OPA Director may prescribe and delegate.” Seattle Ordinance 125315, Council Bill 118969, subchapter I, section 3.29.100(B).