2024 - 2026

AGREEMENT
BY AND BETWEEN

TACOMA POLICE UNION
LOCAL #6, I.U.P.A.

AND

CITY OF TACOMA

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2024 - 2026
AGREEMENT
BY AND BETWEEN
THE
TACOMA POLICE UNION LOCAL #6, I.U.P.A.
AND
CITY OF TACOMA

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TACOMA POLICE UNION LOCAL #6 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which are established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law, the City Charter, City Ordinances, City policies, rules, or procedures, and Department policies, rules, or procedures. When any provisions of the City Charter, City Ordinances, or City or Department policies, rules, or procedures conflict with or are different than the provisions of this Agreement, the provisions of this Agreement are paramount and shall prevail.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW as last amended of all employees commissioned under the LEOFF System employed within the bargaining unit defined by classifications listed in Appendix A to this agreement.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

Section 3.1 The City agrees to deduct from the pay of each employee, who has so authorized it, Union initiation fees, monthly dues, and assessments as certified by the secretary of the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct from the employee's pay the authorized deduction and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union shall provide the City with at least one full pay period

notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to the Union in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union initiation fees, monthly dues, or assessments. The Union agrees to indemnify and hold harmless the City from any action arising from this Section, unless caused by the City's error or negligence.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the City will forward the request to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 3.2 The City will provide Union access to new employees entering the bargaining unit prior to field training. The City will allow the Union at least thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

Section 3.3 An employee may cancel their authorization to have the regular initiation fees, regular monthly dues, and assessments uniformly required deducted from their paycheck by signed, written request to the City. The cancellation will become effective no later than the second payroll cycle after receipt. The City shall provide a copy of each such request to the Union electronically within two weeks of the cancellation.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement that is brought by the grieving party to the attention of the other party within thirty (30) working days of the time the grieving party first became aware of the alleged violation. An alleged violation of Article 27, Discipline, shall be submitted at Step 2 of this procedure. Working days referred to in this Article shall be identified as Monday through Friday with the exclusion of holidays recognized by the Employer. Such grievances shall be resolved in the following manner:

Step 1 The Union or aggrieved employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution requested to the Deputy Chief, or designee, who shall review the grievance and render a written decision within fifteen (15) working days of receipt of the grievance. The written grievance at this step and at all steps thereafter, shall contain the following information: (1) a statement of the grievance and the facts upon which it is based (2) the alleged violation of this Agreement, including the section(s) violated and an explanation how it was violated; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or Union Representative.

Step 2 If the grievance is not resolved at Step 1, the Union or aggrieved employee may submit the grievance in writing to the Police Chief within fifteen (15) working days of receipt of the Deputy Chief's decision. The Police Chief or designee shall render a written decision within fifteen (15) working days of receipt of the grievance.

Step 3 If the grievance is not resolved at Step 2, the Union may, within fifteen (15) working days from the completion of Step 2, give written notice to the Labor Relations

Division Manager or their designee, with a copy to the Chief, of its intent to submit the grievance to arbitration.

For non-disciplinary grievances, a representative of the Union and the Employer shall attempt to agree on a neutral arbitrator within ten (10) working days of the Union's request to arbitrate. If unable to reach agreement, they shall immediately request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list, both parties shall meet within ten (10) working days to alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The Union shall strike first in the striking process.

For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by RCW 41.58.070.

The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing or issue a bench decision if mutually agreed to and requested by both parties of this Agreement. The decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

Section 4.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives and witnesses. The Union and the Employer shall share equally in the cost of services from the neutral arbitrator. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 4.3 Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance. Should the Employer fail to submit a reply within the specified time limits without such waiver, the Union may submit the grievance to the next step within the grievance procedure.

At any step in the grievance procedure, including prior to filing a timely grievance, either party may request a meeting to discuss the facts and potential resolution of the grievance. If the parties mutually agree to meet, all grievance timelines shall be held in abeyance until such time as the parties are able to meet. If the grievance is unresolved after the meeting, the party needing to act on the grievance shall have from the date of the meeting the period of time at the applicable step set forth above in which to file or respond. (For example, the City shall have 15 working days from the date of the meeting in which to respond at Step 1.)

ARTICLE 5 - WORK STOPPAGES

The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions, shall be subject to such disciplinary action as may be determined by the City.

ARTICLE 6 - MANAGEMENT RESPONSIBILITY

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge or take other disciplinary action for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means and personnel by which such operations are to be conducted and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency, provided, however, that items (a) through (g) shall not be in conflict with City ordinances and personnel rules.

The Union reserves its right to bargain over the effects of management's exercise of its rights under this Article.

ARTICLE 7 - VISITATION BY UNION REPRESENTATIVES

Elected Union Officers may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or conditions on the job. During such investigations, such representatives shall confine their activities to matters relating to this Agreement. City work hours shall not be used by employees or elected Union Officers for the conduct of official union business or organized meetings for the promotion of Union affairs. The Union shall furnish to the Chief of Police and the Human Resources Director an up-to-date list of authorized elected Union Officers and shall keep such list current.

ARTICLE 8 - SAFETY STANDARDS

Section 8.1 - Safety Committee The City and Union agree to a standing safety committee pursuant to **WAC 296-800-130**. In addition to the representatives elected or appointed under WAC 296-800-130, the committee will include a representative appointed by the Union and the City Safety Officer. The Committee will meet on a monthly basis or upon request of the chairperson (rotated yearly) on City time, with a view of maintaining a safe working environment.

Section 8.2 - Safety Standards

A. All work shall be done in a competent and safe manner.

B. The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be complied with.

ARTICLE 9 - COMPENSATION PLAN

The Compensation Plan contained in Chapter 1.12 of the Official Code of the City of Tacoma as now enacted or hereafter amended is hereby incorporated as part of this Agreement for the purpose of information for the members of the Union. Nothing in this section shall be construed to permit variances from the terms of this Agreement without the mutual consent of the parties, or to constitute a waiver of the parties' obligation to collectively bargain.

ARTICLE 10 - STANDARD WORKING CONDITIONS

Section 10.1 Vacations shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma. This section provides in part for the following:

A. Rate of accrual of vacation leave.

1. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

Years of Service	Accrued Hours Per Pay Period	Days of Vacation Leave
0 – 3	3.69	12
4 – 7	4.60	15
8 – 13	5.22	17
14 – 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8.00	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the employee is in a paid status.

Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service will be completed.

2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.

3. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accruals.

Section 10.2 - Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 of the Official Code of the City of Tacoma. This section provides in part the following:

A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period of service. There is no limit to the number of days' sick leave an employee may accrue.

B. Effective upon City Council ratification, an employee separated from service due to death, retirement for disability, or length of service retirement shall have their sick

leave cashed out and deposited into the employee's PORAC – RMT account, with no employee election to receive the amount in cash, according to the following tiers:

- At the rate of twenty – five percent (25%) for hours 1 through 400
- At the rate of thirty-three percent (33%) for hours 401 through 800
- At the rate of fifty percent (50%) for the hours of 801 and above

For example: an employee with 600 hours of sick leave at retirement would receive a deposit to PORAC RMT consisting of a 25% cash out of 400 hours, plus a 33% cash out of 200 hours.

An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of their sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

C. In the event that an employee is sick or injured or otherwise qualifies for sick benefits while they are on vacation, and it can be established that the employee is incapacitated due to illness or injury the day or days that they are sick under these circumstances shall be carried as sick rather than vacation, and they will, for all purposes, be treated as though they were home solely for the reason of their illness or injury.

Section 10.3 - On-the-Job Injury

A. Coverage shall be as provided in the Joint Labor Committee contract.

B. For all employees, sick leave will be credited and debited to each employee in the same amounts, and under the same policies governing all City employees.

Section 10.4 - Injury/Illness Reinstatement A LEOFF II employee separated from City service due to a documented and reported injury or illness, at the time of separation, shall be reinstated provided the employee is mentally and physically fit to perform the duties of the position.

Section 10.5 - Holidays Holidays shall be as provided in Section 1.12.200 of the Official Code of the City of Tacoma. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted employees or days off in lieu thereof. The holiday balance for each employee will be calculated and accrued on an hour for hour basis (13 holidays multiplied by the length of the employee's assigned work shift as of January 1 of each year).

A. New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
Fourth of July
Labor Day (1st Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

B. In order for an employee to receive holiday pay, that employee must be in a paid status on either the regularly scheduled workday immediately preceding the holiday or the regularly scheduled workday immediately following the holiday.

C. Work performed on the 4th of July, Thanksgiving and Christmas Day from 0001 to 2400 hours shall be paid at the time and one-half (1-1/2) rate. Work performed on the 4th of July for the Freedom Fair (or an equivalent event), or fireworks patrol is addressed in Article 34.

In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement.

Section 10.6 - Pension Pensions for employees and contributions to pension funds will be governed by the Washington State Statutes in existence at the time.

Section 10.7 - Liability Insurance The City shall provide at least the current level of liability protection under its self-insurance program, providing substantially the same protection that had been provided here under before the City became a self-insurer.

Section 10.8 – Insurance

Domestic Partners. The City will make benefits available to domestic partners, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

A. **Medical Insurance Plans.**

1. Effective the first of the month following the effective date of the Agreement, or as soon thereafter as the City can complete an appropriate transition, the existing medical and hospital insurance plans provided by the City will be updated with the Regence PPO Plan (PPO), the Regence High Deductible Health Plan/Health Savings Account (HDHP/HSA) Plan and Kaiser Permanente HMO Plan as described in Appendix C. The City will continue to provide medical insurance to employees and their eligible dependents through the plans described in Appendix C.

2. Eligibility. Employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire.

3. Default Options. If an employee fails to enroll or waive medical coverage within the required enrollment period, the employee will be automatically enrolled in the City's default medical plan. The default plan shall be the Regence PPO Plan.

4. Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute $50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $100 per month towards the premium costs of medical insurance. Employee contributions towards premium costs of medical insurance shall not increase during the term of the agreement.

5. Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA option will receive an annual contribution to a health savings account in the amount of $500 per year for employees selecting employee-only coverage and $1,000 per year for employees insuring one or more dependents; provided that for employees participating in wellness as described in Section 10.5.C below, the contributions will be $1,250 per year for employees selecting employee-only coverage and $2,500 per year for employees insuring one or more dependents. Contributions will be deposited on a biweekly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

B. **Wellness Credit.** Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a $40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan.

To receive the incentive, employees must earn the incentive by meeting the annual Wellness Program requirements completed during the incentive tracking period as identified in (Appendix D).

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

C. **Dual Coverage.** Effective the first of the month following the effective date of the Agreement, no City employees or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

1. Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

2. Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

3. Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental, or vision insurance plans.

D. **Dental/Vision.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

E. **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if they should lose their alternative medical, dental and vision coverage

F. **Group Life Insurance.** Group life insurance shall be as provided in Section 1.12.110 of the Official Code of the City of Tacoma. The City will pay fifty (50) percent or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is one (1) times his/her annual salary rounded to the next highest thousand dollars.

G. **LEOFF II Retiree Medical Coverage**. The City agrees that bargaining unit members who hereafter retire into the state LEOFF II retirement system for length of service or on-duty disability, may participate in the City's health insurance program as follows:

Any member receiving a pension for years of service hereunder who because of lack of age only, cannot qualify for Social Security and Medicare benefits shall be granted the privilege and option, at their own expense, to purchase from a health care contractor or insurer furnishing such service to active employees of the City, a policy or policies of health insurance embodying therein terms substantially similar to those granted active employees, paying therefore the same amount as the City pays for its employees on a composite rate. Retiring City of Tacoma employees will not be offered the Kaiser Permanente medical plan, but the City will provide the Regence PPO and the Regence HDHP plans as options for continued medical coverage. The employer will not make a contribution to an HSA account. The option and privilege herein shall terminate automatically upon the member's reaching an eligible age to qualify for Medicare, whether in fact or not such member obtains the same. In no event shall the granting of this privilege give or grant the retired member any preferential treatment with reference to the health contracts over and above that of active employees of the City of Tacoma, and such privilege is at all times subject to the ability of the City of Tacoma to negotiate for and obtain said health care coverage. There shall exist no obligation on the part of the City to contribute any part of the purchase price of said policy, nor shall the City's General or Revenue Funds nor the Employee's Retirement Fund make any contribution therefore; provided, however, that if in fact any change results in the composite rate charged the City for all its employees from the granting of this privilege, such adjustment in the composite rate shall not be deemed a contribution of the City or of Administration hereunder.

H. **Insurance for Survivors in the Event of On-Duty Death.** In the event of the death in the line of duty of an employee represented by Tacoma Police Union, the surviving spouse or personal representative of the estate of the deceased employee may elect to obtain coverage for eligible family members within 60 days after the death pursuant to the same terms and conditions as is made available to retirees represented by Tacoma Police Union.

Insurance Negotiations. Nothing in this section shall be construed to make the Union a part of the Joint Labor Committee, or bind the Union to any action taken by the Joint Labor Committee.

Section 10.9 – PORAC Retiree Medical Trust (RMT).

A. The PORAC Retiree Medical Trust (PORAC RMT) is established in accordance with applicable federal and state laws, and the monies contributed are on a pretax basis. The monies contributed to the PORAC RMT fund shall only be used for retiree health insurance premiums or other qualifying medical expenses as allowed by law and the PORAC RMT Plan. The contributions under this Section constitute the entire obligation of the City with respect to funding the PORAC RMT fund. The City is not providing or guaranteeing any benefit under the PORAC plan, and no employee shall have a vested right in retiree medical benefits from the City. It is the understanding of the parties that the City is merely forwarding contributions and the City is not obligated to provide any retiree benefits to any employee by virtue of its agreement to make or forward PORAC RMT contributions.

B. The PORAC RMT shall be and remain separate and apart from any City health insurance, City administered HRA/VEBA funding program, and the Article 35 VEBA program.

C. The City is not a party to the PORAC RMT, aside from transferring funds as provided under this Section, and has no obligations related to the RMT's management, regulatory compliance, or performance. In the event the RMT becomes insolvent or unable to pay retiree medical benefits, the City has no financial obligation to the PORAC RMT, the Union, or the Union's members.

D. There will be no cost to the City of establishing the PORAC RMT. The Union will pay to the City such reasonable and necessary sums related to any startup payroll programming needed to effectuate any City automatic transfer of employee funds to the PORAC RMT.

E. The City will comply with reasonable rules set by the PORAC RMT with regard to reporting and depositing the required contributions set forth in this Section. In the event the reporting requirement of the PORAC RMT requires reporting beyond that which the City typically provides to third-party benefit providers, the City will require the Union to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the Union's authorization.

F. All employees covered by this Agreement shall participate in the PORAC RMT program. No employee may request, nor will any employee receive, exemption from participation. There shall be no employee election available to take the employee contribution amount in cash or to determine the employee contribution amount.

G. The employee contributions to the PORAC RMT shall be included as salary for purpose of calculating pension benefits, unless otherwise dictated by law or the administrative rules of the State of Washington LEOFF II retirement plan.

H. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the operation of the PORAC RMT, except for the obligation of the City to remit and report the non-elective transfer of contributions as described in this Section.

I. Effective upon ratification by the City Council, and as soon as practicable, the City will make a one-time contribution of five hundred dollars ($500.00) on behalf of each LEOFF II employee of the bargaining unit to PORAC RMT. Should at any time in the future the City have an obligation to contribute any additional funds, either to a PORAC RMT account or to the participant directly, for retiree medical, the Union or Trust agrees to give the City at least 60 days advanced notice of such an obligation and Section 10.10 of the parties CBA will terminate, effective as the date of the notification of said obligation. The termination of Section 10.10 shall be separate from the rest of the CBA and shall be expressly exempt from the provisions of RCW 41.56.123. Upon termination of Section 10.10, the employee's contributions that would have been paid pursuant to sub-section J below shall be paid directly to the employee as wages and will not be contributed to a PORAC RMT account. Nothing herein shall constitute a waiver of the Union's right to bargain for a City contribution to the PORAC RMT.

J. Employee PORAC RMT Contribution. Effective upon ratification by the City Council, and as soon as practicable, the City agrees to deduct from the paycheck of each employee a standard amount of one hundred dollars ($100.00) per month and will promptly transfer said amount to PORAC RMT. The amount of the PORAC RMT contribution may be adjusted by the Union no more than once during the term of the collective bargaining agreement, and with at least sixty days' written notice to the City's Human Resources Director of any change in the deduction amount. There shall be no retroactive deductions.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024, up to and including December 31, 2026, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

ARTICLE 12 – SHIFT SCHEDULING FOR THE OPERATIONS BUREAU

A. Definitions

1. Departmental Seniority
Departmental seniority is defined as an employee's most recent period of unbroken, continuous service as a commissioned officer with the Tacoma Police Department, provided, an employee returning to service from an on the job disability shall receive seniority credit for prior service with the Tacoma Police Department.

2. Classification Seniority
Classification seniority is defined as the period of most recent continuous service in the employee's civil service classification. Police Patrol Specialists will bid amongst themselves using PO classification seniority.

3. Seniority List
The department shall establish and maintain two (2) seniority lists, one (1) by departmental seniority and one (1) by classification seniority. Both seniority lists shall be updated on October 1st of each year and on that date posted in the Department. Copies of the two (2) lists as posted shall concurrently be mailed to the Union. Any objections to these seniority lists as

posted shall be reported to the Division Captain within ten (10) days of the posting period.

4. General Duty Assignment
   A general duty assignment is defined as a uniformed position in Operations assigned to primary call responding duties.

B. Seniority Based Shift Scheduling

1. For the purposes of Article12 (B), seniority shall be defined as classification seniority. A Police Officer, Police Patrol Specialist, or Sergeant assigned to a general duty or traffic position and employees scheduled to be reassigned to a general duty position at the beginning of the assignment period shall select shifts on the basis of seniority. Police Patrol Specialists are restricted to general duty and traffic assignments.

   Shifts shall be selected annually by October 1st of each year for the next twelve (12) month period. The October bid is for the following January assignments.

   a. All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.

   b. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, division, unit bureau or specialized position, or the discretion of the employer to assign and transfer employees to meet the reasonable operating requirements of the Department to include temporary hardship needs of an employee. Provided, however, the employer has the discretion to assign more senior officers to other than day shift, to balance the staffing mix of the Department whenever the officers on a shift have an average of less than three (3) as a commissioned officer. Commissioned experience in another department will be counted on a year for year basis. Sergeant's experience will also be calculated in the staffing mix and probationary employees will not be included when computing the average.

   c. In the event it becomes necessary in the reasonable opinion of the employer to transfer a Sergeant, Police Patrol Specialist or Police Officer from one shift to another the most recent bids will be used to facilitate the transfer.

   d. Subject to staffing needs and maintaining efficiency of the division/work unit, seniority shall be the sole factor in the selection of shifts.

2. Once a schedule is in effect, Police Officers, Police Patrol Specialists, and Sergeants will not be allowed to indiscriminately change their shifts. However, if there is a voluntary request for a change in shifts between various officers, the same may be accommodated if all seniority requirements are taken into consideration concerning each work unit as a whole by posting the position twenty (20) days prior to assignment.

3. Notice of vacancies within shifts will be posted by work unit twenty (20) days prior to assignment. Management retains the right to first determine whether

the shift vacancy will be filled. Management shall have the right to temporarily make assignments during the posting period.

4. In the event of a transfer from a non-general duty assignment, the Officer being transferred from the non-general duty assignment will go to the shift from where their replacement came. The transferred Police Officer or Sergeant will have to wait for the next bidding process to effect their seniority.

ARTICLE 13 – PERSONAL PROPERTY REIMBURSEMENT

Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars ($250.00) per occurrence. Every effort will be made to process a request for reimbursement within 30 days of filing. The following is a list of personal property eligible for reimbursement:

Watches
Eyeglasses (Costs that are not eligible for coverage under the City's vision plan including non-prescription sunglasses, any prescription lenses, and contact lenses)
Shoes
Flashlights
Knives and/or sheaths
Clipboards
Clothing (Plainclothes assignments)

Other personal property not listed above and exceeding the above amounts may be considered for reimbursement on a case-by-by case basis decided by the Chief of Police or their designee.

ARTICLE 14 – UNION LEAVE OF ABSENCE

Section 14.1 – Union Leave of Absence Time off duty to attend the following meetings will be granted to the Union's Executive Board members, Bargaining Team members, or authorized representative(s) without loss of pay as follows:

A. For Union Executive Board members when attending meetings with the employer or its duly authorized representative(s).

B. For Union Bargaining Team members, when attending collective bargaining negotiations with the employer or when Police Department salaries are discussed by the City Council at its public hearings on the annual budget. Up to a total of six Union members, appointed by the Union, plus the President and Vice-President, shall be allowed paid release time to attend formal contract negotiations.

C. The Department Head may authorize time off from duty for attendance by the Union Executive Board members at such meetings or conferences related to the implementation of this agreement where such attendance benefits the City or the Department. For the purposes of this section, "time off from duty" shall mean time during which the Union President and/or authorized Union Representative(s) are unavailable to conduct police business.

Section 14.2 – Attendance at Union Meeting While on Duty With the permission of the Bureau Chief or their designee in charge, Union Executive Board members may be allowed to attend Union meetings while they are on duty in absence of emergency conditions.

Section 14.3 – State and National Leadership If a Union member is elected to the state council of police executive board, to the national police union executive board, or both state and national police union executive boards, that employee will be permitted reasonable flexibility to perform the duties and functions of that office, absent emergency situations, and provided the employee is in a day-shift, non-patrol, position. If the Union member on the state or national union board holds a City work assignment that can be fulfilled remotely, the Union member will be permitted to flex their regular schedule to conduct state or national union board business without loss in City pay or use of employee leave, as long as the employee fulfills their City duties. The employer shall incur no additional cost as a result of this section, and the employee shall not be entitled to overtime, or any shift pay, incentive pay, or any other premium pay resulting from the flex arrangement. Permission to flex time in accordance with this Section may be revoked at any time at the sole discretion of the Chief, based on a reasonable determination that it is impacting Departmental operations. This revocation of flex time under this Section is not subject to the grievance procedure.

A maximum of two (2) such employees who are state and/or national board members may be granted time off under this section at the same time.

Section 14.4 – Union Leave Except as otherwise provided above, the Union will be provided annually with eighteen (18) days' time off duty to be utilized by the Union's Executive Board or authorized representatives for the performance of Union business.

ARTICLE 15 – HOURS OF WORK

Section 15.1 – Operations Bureau

A. Hours of Duty **-** Working hours shall be the equivalent of eighty (80) hours per pay period, with scheduled shifts not to exceed ten (10) hours including mealtime.

B. Shift and day off schedule:

PPO-PPS SHIFT HOURS

First Relief:	0500-1500
Second Relief:	1300-2300
Third Relief	2000-0600

SGT SHIFT HOURS

First Relief:	0430-1430
Second Relief:	1230-2230
Third Relief	1930-0530

TRAFFIC SHIFT HOURS
PPO-PPS-SGT

First Relief:	0700-1700
Second Relief:	1300-2300

Days off rotation for General Duty PPOs, PPSs, and Sergeants on First, Second and Third relief will be F/S/S and M/T/W.

Days off rotation for Traffic PPOs, PPSs, and Sergeants will be F/S/S and S/S/M.

The monthly changeover of the days off rotation will occur on the first Monday of every month.

C. Operations Bureau Assignments:

1. 4/10 Work Schedule:

   a. General duty and Traffic hours of work and days off are set forth above.
   b. Community Liaison Officers, K-9, Bike-Beat Officers, and Crime Response Unit personnel hours of work are set forth above, however, the days off rotation may differ.
   c. A change in the shift schedule for the Community Liaison positions from the 4/10 to the 5/8 schedule will be made by the Bureau Chief, only to meet the reasonable operating requirements of the Department, to include temporary hardship needs of the employee. A change in the schedule should be made during the shift-bidding period as set forth in Article 12.
   d. The Police Training Coordinator regular duty hours are 0600 – 1600 and days off are S/S/M. Early/late assignments starting one hour or less before or after a regular shift shall not be considered an unscheduled shift.
   e. The Gang Unit will work swing shift from 1600 – 0200 (swing shift differential) with rotating days off of S/M/T and S/S/M.

2. 5/8 Work Schedule for Special Events Sergeants will be as follows:

   0700 – 1500 hours

   Days off: S/S

3. 5/8 Work Schedule for Desk Officers will be as follows:

   0500 – 1300 hours
   1300 – 2100 hours
   2100 – 0500 hours

   Days off: S/S

4. A change in the shift schedule for the Desk Officer positions from the 5/8 to the 4/10 schedule will be made by the Bureau Chief, only to meet the reasonable operating requirements of the Department, to include temporary hardship needs of the employee. A change in the schedule should be made during the shift-bidding period as set forth in Article 12.

5. 5/8 Work Schedule for School Resource Officer (SRO) will be as follows:

   Monday through Friday

   Days off: S/S

Section 15.2 – Non-Operations

A. Administrative Support Bureau (ASB): The primary work schedule will be the 5/8 plan, 0800-1600, with S/S off.

B. Special Investigations: The primary work schedule will be:

1. Officers and Sergeants: the 5/8 plan, 0900-1700 with S/S off.

2. Detectives: the 4/10 plan, 0800-1800, with F/S/S or S/S/M off.

C. Criminal Investigations Division (CID) / Property and Person Crimes Sections: The primary work schedule will be the 4/10 shift plan. The shift start time may either be 0700 or 0800 and fixed in the monthly schedule. The alternate schedule will be the 5/8 plan and the start time will be 0800 hours.

1. For CID, the 4/10 scheduled days off will be F/S/S or S/S/M.

2. Days off for detectives on the 5/8 schedule will continue to be S/S.

3. Up to four (4) CID Detectives can be assigned to a 4/10 swing shift schedule with a starting time of 1300 hours with the designated days off being F/S/S or S/S/M.

In order to maintain adequate staffing within the individual units within the division, and with a minimum of two, the Bureau Chief may adjust the days off for detectives on the 4/10 plan from S/S/M to F/S/S or from F/S/S to S/S/M.

Days off shall be by departmental seniority and shall be bid prior to October 1st of the preceding year.

D. Swing Shift Detective: Assignment to swing shift shall be bid once a year by department seniority. Shifts shall be selected annually by October 1st of each year for the next twelve-month period. The October bid process is for the following January assignments. If there are an insufficient number of persons bidding, the persons with the lowest department seniority may be assigned.

E. Flexible Schedules: All flexible work schedules shall be administered in accordance with the City of Tacoma Personnel Management Policy 320.

F. Shift Bids:

1. Shifts shall be selected annually by October 1st of each year for the next twelve-month period. The October bid is for the following January assignments.

2. All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.

Section 15.3 – Alternate Work Schedules Any variations to the above recognized shifts in Sections 15.1 and 15.2 may be made by mutual agreement between the Bureau Chief, the Union and the employee.

Section 15.4 – Duty Day A duty day shall be defined as a twenty-four (24) hour period following an employee's normal reporting time. The first day off shall be defined as the next twenty-four (24) hour period following the duty day. The second day off shall be defined as the next twenty-four-(24) hour period following the first day off. The third day off shall be defined as the next twenty-four-(24) hour period following the second day off.

Section 15.5 – Scheduled Shift A scheduled shift shall be any tour of duty ordered in the regularly published monthly work schedule, or any other duty assignment made with one hundred-twenty (120) hours or more notice.

Section 15.6 – Unscheduled Shift An unscheduled shift shall be any tour of duty that deviates from the published monthly work schedule which is ordered with less than one hundred-twenty (120) hours-notice, provided that early/late assignments starting one hour or less before or after a regular shift, court appearances, extended duty overtime at the conclusion of the employee's shift, or training shall not be considered an unscheduled shift.

Section 15.7 – Shift Changes In an emergency, defined as a situation urgently requiring prompt action, the Chief of Police or designee, in writing, may change hours of work/shifts with less than one hundred-twenty (120) hours' notice without additional compensation.

Section 15.8 - Hours of Work Changes

A. Upon the request of the employee or Bureau Chief, and with the agreement of both, the hours of work may be changed without additional compensation. The Union will be notified, in writing, of any changes of one month or more duration.

B. Any hours of work changes with one hundred-twenty (120) hours or more notice shall be for not more than twenty (20) working days and shall require approval of the appropriate Assistant Chief.

Section 15.9 – Shift Application Rate of Pay The City and the Union agree that an employee assigned to or working any shift, within any work unit of a Bureau, on a per shift basis that begins:

A. On or after 1200 hours but before 1800 hours will receive the swing shift application of rate.

B. On or after 1800 hours but before 0430 hours will receive the night shift application of rate.

C. On or after 0430 hours but before 1200 hours will not receive an application of rate.

Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during administrative leave, critical incident leave, or any other temporary assignment to another shift with a lesser rate.

Section 15.10 – Definition of Shift Extension A "shift extension" that would not trigger a payment of a shift differential is limited to the situation where an employee is required to remain over from their regular shift to another shift to complete some work that began on their regular shift but could

not be completed before the end of their regular shift (e.g., finish a report resulting from a contact occurring during their regular shift, processing an arrest made during their regular shift, etc.).

Section 15.11 – Definition of Shift Coverage Employees either volunteering to work or being ordered to work on another shift for any purpose other than those identified in 15.10, including covering a staffing shortage, will receive their shift differential consistent with Section 15.9 and will be paid as follow:

Night Shift: Employees regularly scheduled to work night shift will always receive the night shift application rate of pay.

Swing Shift: Employees regularly scheduled to work swing shift will always receive the swing shift application rate of pay, unless working night shift, in which case they will receive the night shift application rate of pay.

Day Shift: Employees regularly scheduled to work day shift will receive the swing shift application rate of pay when working swing shift and the night shift application rate of pay when working night shift, otherwise they receive no shift application rate of pay.

ARTICLE 16 – OVERTIME

Section 16.1 – Overtime Employees shall be entitled to overtime compensation based on their regular rate of pay pursuant to Section 1.12.080 of the Compensation Plan. All overtime shall be accounted for and paid in .10 hours increments. Overtime worked on holidays specified in Section 10.4.C shall be paid at time and one-half (1-1/2) of the holiday rate of pay or, at the employee's option, an equivalent amount of compensatory time off.

Section 16.2 – Second Day Off Work Work on an employee's second day off (Sunday equivalent) of three (3) hours or less in duration shall be paid at the time and one-half (1-1/2) rate with a three (3) hour minimum at the time and one-half (1-1/2) rate. All other work on an employee's second day off shall be paid at the double time rate. Such pay shall be in cash or equivalent compensatory time. Double time rates shall not be paid for changes of a scheduled shift, day off changes, or training assignments, whether or not such affect a second day off.

Section 16.3 – Work on Unscheduled Shift Work on any unscheduled shift shall be compensated at double time for the first shift worked.

Section 16.4 – Compensatory Time Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off, except as outlined in Section 16.5.

All employees may accrue compensatory time up to a maximum bank of two hundred forty (240) hours. Upon promotion to another classification, each employee shall receive cash compensation for all compensatory time accrued, but not used, prior to promotion. Overtime earned which would place the employee above the maximum accrual of two hundred forty (240) hours shall be paid in cash. Such bank of compensatory time may be carried over from year to year and may be taken in 0.1 hour increments. All use of compensatory time off shall be approved by the Department. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used.

Section 16.5 – Overtime funded by Grants When an employee works overtime that is funded by a Grant, the compensation will be overtime cash with no compensatory time allowed.

Section 16.6 – Commute Overtime Employees involved in police action when traveling off duty, to and from work, will be compensated for actual time worked. Officers must seek supervisory approval as soon as practical.

Section 16.7 – Out-of-Town Business Travel Out-of-town City business travel will be paid in accordance with City policy and State law.

ARTICLE 17 – CALL-OUTS AND COURT APPEARANCES

Section 17.1 – Call-out When called out, an employee shall be compensated at the appropriate overtime rate, with a minimum payment of four (4) hours at time and one-half (1-1/2) the regular rate. If the call-out is voluntary, the overtime compensation begins when the employee arrives at the station or crime scene. If the employee is ordered to return to work the overtime compensation begins when the employee receives the order to return to work. The supervisor shall specify at the time of the call-out whether the call-out is voluntary or ordered.

Section 17.2 – Court Appearances When an employee is required to testify in court on a civil or criminal matter, before an administrative agency, mental health commitment proceeding, or an arbitrator, during off-duty time, the employee shall be compensated at the appropriate overtime rate, with a minimum payment of four (4) hours at time and one-half (1-1/2) the regular rate. If an employee is held over after a shift, it will be considered a shift extension and there will be no four (4) hour minimum unless there is a break in excess of one half (1/2) hour between the end of the shift and the beginning of court or other hearing specified above.

An employee will be paid for the lunch break if the employee is involved in the same case which is actually heard in both the morning and afternoon. If the employee is called for two different cases in one day, the lunch break is not paid as it will be treated as two separate call-outs.

All types of pyramiding of overtime relating to Sections 17.1 and 17.2 shall be disallowed.

Section 17.3 – Cancellation of Court Appearances Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours on the day preceding the scheduled appearance, such cancelled court or hearing appearance shall be considered work time and as such, the employee shall be entitled to the overtime minimum payments for purposes of Article 16 of this Agreement. The Department shall maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

All types of pyramiding of overtime relating to Section 17.1 and 17.3 shall be disallowed.

Section 17.4 - Committees, Boards, Hearings, Meetings When an employee is scheduled to attend a meeting called by the Department, the meeting will be considered an early/late assignment if it is scheduled within one hour of the beginning or end of the employee's shift. Except as above, other meetings will be compensated for at the overtime rate, subject to the four (4) hour overtime minimum payment. An officer who is the subject of an intended disciplinary action will not be compensated for attendance at a disciplinary review board.

Section 17.5 - Civil/Criminal Interviews And /or Telephonic/Video Testimony Interviews for civil/criminal cases and telephonic/video testimony arising from an officer's actions as a City employee will be compensated in the following manner:

A. Telephone/Video Interviews and/or Telephonic/Video Testimony - Civil/criminal interviews conducted and/or testimony taken via telephone/video outside the

officer's normal duty hours will be compensated for a minimum of one (1) hour at the time and one-half (1-1/2) rate unless the interview is conducted on the officer's second day off, in which case the double time provisions will prevail.

B. In-Person Interviews – In-Person interviews conducted outside the officer's normal duty hours will be compensated for a minimum of four (4) hours at the time and one-half (1-1/2) rate unless the interview is conducted on the officer's second day off, in which case the double time provision will prevail.

Sections 17.6 – Criminal Subpoena Appearance for Lateral Officers Article 17, Sections 17.2 and 17.3 do not apply to court appearances related to the officer's former agency. Officers receiving subpoenas related to their prior employment are expected to comply with the subpoena as required by law. These matters are unrelated to City of Tacoma work and are not compensable as hours worked.

However, to support officers that have lateraled from different agencies, the Parties agree to the following:

When a lateral officer receives a subpoena in a criminal proceeding and is required to testify in court on a criminal matter related to the officer's former agency, the officer shall be compensated as follows:

A. Officers appearing under criminal subpoena during their normal workday will be compensated their regular rate of pay.
B. If the date of appearance under criminal subpoena does not fall on a regular workday, the supervisor will adjust the officer's schedule so they can appear on a regular workday.
C. An officer's travel time is not eligible for regular pay or overtime; however, if the officer's travel time occurs during their regular workday, the officer will be compensated at their regular rate of pay.
D. Overtime is not authorized, and travel costs will not be reimbursed, for criminal subpoena appearances related to the officers' former agency.
E. Because these prior agency criminal subpoena appearances are not work performed on behalf of the City of Tacoma, these appearances are not considered "hours worked" for the limited purposes of out-of-town travel time pay under the FLSA and Washington wage/hour law.

ARTICLE 18 - VACATION, HOLIDAYS AND COMPENSATORY TIME OFF SCHEDULING

Section 18.1 Vacation, holiday, and compensatory time off will be determined by departmental seniority (as defined in Article 12 (A)(1).

Section 18.2 Approved vacation, holiday, and compensatory time off will be honored in all cases with the exception of an emergency, defined as a situation urgently requiring prompt action, as determined by the Chief of Police.

Section 18.3 Approved first choice scheduled vacations will take precedence over any other time off request.

Section 18.4 No "bumping by seniority" for holidays, vacation or compensatory time usage will be made within fifteen (15) days of the beginning of the consecutive time off requested.

Section 18.5 Non-scheduled days off: The Bureau Chief (or designee) will allow fifteen (15) percent of available Officers on granted time off. Granted time off shall include vacation time, holidays, and compensatory time days. Training will not be considered in the percentage calculation.

A. The percentage will be rounded to the nearest whole number. In rounding, if the percentage is less than one-half, the number will be rounded down; if the percentage is one-half or above, the number will be rounded up.

B. The discretion to exceed the established percentages for granted time off rests with the Bureau Chief (or designee).

C. A person on sick leave lasting more than two consecutive calendar weeks will not be considered in calculating time off percentages.

Section 18.6 Excess vacation accruals and holidays cannot be carried over into another year except in the case of continued illness. It is the responsibility of the employee concerned to submit a written request to the Human Resources Department to carry over excess accruals prior to the end of the time the excess accruals will occur. Each employee is responsible for tracking the vacation accruals, holidays used, and compensatory time earned.

Section 18.7- First Choice Vacation Periods A first choice vacation can consist of any leave time an employee has accrued, but must be continuous and taken on consecutive workdays. Employees are entitled to one first choice vacation selection per calendar year.

A. Requests for first choice vacation periods must be submitted with the shift bid pursuant to Article 12 (B)(1). On the first day of the first full pay period of January of each year first choice vacation periods will be posted for personnel assigned to each division/work unit.

B. Lateral Police Officers hired after the shift and vacation bids have been completed may submit a first-choice vacation bid after their completion of field training. The Administrative Sergeant will identify the available first-choice vacation slots. This “late bidding” by Lateral Police Officers will be applied and filled consistent with the provisions of Articles 10, 12, and 18, including seniority.

This Subsection B provision does not modify the standard process for Officers, Detectives, or Sergeants, who were employed at the time of the bidding, to secure first-choice vacation under this Agreement.

Section 18.8 Changes in divisional or work unit assignments after January 15th will have no effect on an employee’s scheduled first choice vacation absent an emergency as defined in Section 18.2.

Section 18.9 All other requests for vacation time will be handled in the same manner as holidays and compensation time.

Section 18.10 The Bureau Chief (or designee) will grant and schedule holidays or compensatory time off as set forth in Section 18.5. Granting of such time off will be subject to the following:

A. Holidays and compensatory time off will be granted on departmental seniority regardless of the kind or amount of leave requested.

B. An employee will not be granted more than two holidays between December 1st and December 31st without prior supervisory approval.

Section 18.11- DIVISIONS/UNITS WITH MANDATORY HOLIDAYS

A. Divisions/Units
- Chief's Office
- Administrative Services
- Criminal Investigations
- Special Investigations
- Operations (Staff & Support functions only)

B. The above divisions/units will observe the following holidays, except as authorized by the Bureau Chief.
- Independence Day
- Thanksgiving Day
- Christmas Day

C. Standby – An employee assigned to standby on a holiday by the Bureau Chief may work the employee's regular shift and shall be paid standby pay for the remaining hours of the holiday without using a mandatory holiday.

D. The remaining holidays or days off in lieu thereof, shall be taken as set forth above.

ARTICLE 19 - POSTING OF AGREEMENT AND NOTICES

A copy of this Agreement shall be posted in a conspicuous place in the Police Department. Union Bulletin Boards: The employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 20 - WORK ASSIGNMENTS

Section 20.1 Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing civil service list for the classification to be filled and will assign employees to work within proper jurisdictional lines.

Section 20.2 To assist the City, the Department Head shall assign the Union President and Vice-President to the prevailing day shift hours.

Section 20.3 - Performance Management The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of personal goals and objectives, and the determination of training needs.

Section 20.4 – Use of Performance Management Documents The performance evaluations can be considered for promotional purposes for a period of thirty-six (36) months from the date of the evaluation.

Section 20.5 – Retention of Personnel Records Consistent with RCW 40.14.070, personnel records will be retained for the duration of the officer's employment and a minimum of ten (10) years

past the date the employee separates from employment. Such records include all final performance evaluation documents, misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW **43.101.095** and **43.101.135**. Supervisor notes are superseded by the final evaluation and can be destroyed upon completion of the final evaluation and after the time for appeal has expired.

Section 20.6 – Special Commissions

A. The Special Commissions granted to code enforcement inspectors, under TMC 7.10, to tag, ticket, impound and certify abandoned and junk vehicles (public nuisance vehicles) shall not constitute skimming for purposes of a grievance under the contract.

B. The Special Commissions granted, and the duties assigned to the Community Service Officer classification as identified in the parties' April 3, 2023, Letter of Agreement (Appendix E) shall not constitute skimming for the purposes of a grievance under the contract.

Section 20.7 – Temporary Time in Rank The application of temporary time, up to three (3) months, shall be credited toward the required probationary period of six (6) months for permanent promotions within the Local 6 bargaining unit, absent compelling, written justification from the Chief of Police explaining why any or all temporary time will not be credited as such.

ARTICLE 21 - OFFICIAL NOTIFICATION

The City agrees to provide the secretary of the Union copies of all bulletins, policies and procedures, and special and general orders. The Union agrees that it will designate the Union official authorized to sign official Union communications to the Police Department.

The City agrees to notify the President of the Union in writing of any charges made, Forty-eight Hour Notice issued by Internal Affairs and/or notice of intent to take disciplinary action against any bargaining unit employee, and the final disposition of any and all administrative investigations (including the name of the employee) whether conducted at the bureau or departmental level and regardless of whether formal discipline was imposed.

The Department Head shall acknowledge all written communications from the Union involving members of Local #6 and the Union shall acknowledge all written communications from the Department Head, within ten calendar days of receipt.

ARTICLE 22 - FAMILY LEAVE

Section 22.1 - Family Bereavement Upon an employee being notified of a death in their immediate family while on duty, the City shall take prompt action to find a suitable relief in order that the employee may be released from duty. (Immediate family is defined as outlined in Section 1.12.230; subsection B5, of the Official Code of the City of Tacoma.) Upon approval by the Chief of Police or designee, a maximum of four (4) days of sick leave may be granted for the death of an immediate family member.

Section 22.2 - Family Medical Leave Act (FMLA) FMLA will be administered in accordance with City Policy 3.11.

Section 22.3 – Washington Paid Family Medical Leave Washington Paid Family Medical Leave will be administered in accordance with City Policy 3.16.

ARTICLE 23 - UNIFORMS AND GROOMING STANDARDS

Section 23.1 Clothing and Cleaning Allowance

A. The cleaning and clothing allowance in the amount of $690.00 per employee per year in recognition of agreement of the grooming standards policy shall be paid in one sum on the pay period that includes December 1st. Employees hired after January 1st will have the clothing allowance pro-rated based on the number of months employed in that year.

B. The City shall provide uniforms for all commissioned police officers where uniforms are required. The City shall provide all police equipment for uniformed and non-uniformed commissioned officers.

Section 23.2 Motors Equipment The City shall furnish all motorcycle riding equipment to officers assigned to motorcycle duty when assignment exceeds thirty (30) days.

Section 23.3 – Grooming Standards The Department agrees that bargaining unit members shall be allowed to have groomed facial hair consistent with grooming standards policy.

ARTICLE 24 – APPENDICES AND AMENDMENTS

All appendices, amendments, or modifications to this Agreement as mutually agreed upon by the parties hereto shall be numbered or lettered, dated and when signed by the authorized parties shall form a part of this Agreement.

ARTICLE 25 - PERSONNEL REDUCTION

In case of a personnel reduction, employees shall be laid off in compliance with the Personnel Rules.

ARTICLE 26 – APPLICATION OF RATE, STANDBY, and MENTORING

Section 26.1 - Bomb Technician An employee assigned as Bomb Technician shall receive an application of rate of five percent (5%) above their regular rate for those hours so assigned.

Section 26.2 – Criminal Justice Training Commission (CJTC) Tactical Officer Specialty Pay In recognition of the training, mentoring, and supervisory responsibilities, an employee assigned as a Tactical Officer to the Criminal Justice Training Commission ("CJTC") shall receive a premium of three percent (3%) of their base hourly wage for those hours so assigned.

Section 26.3 – Commission on Accreditation for Law Enforcement Agencies (CALEA) Recognition An applied rate of two percent (2%) above the base rate of pay shall be applied in recognition for being accredited and for the successful maintenance of the accreditation. The application of rate will remain in effect so long as the department remains accredited.

Section 26.4 – Education and Military Incentive Pay A two percent (2%) application of rate shall be applied over the base wage recognizing either the successful attainment of a two-year degree

and above, or for a minimum of two (2) years active-duty military service with an honorable discharge, or for four (4) years of active reserve or National Guard military service. Evidence of a degree and/or military service shall be required

Section 26.5 Firearms Proficiency Pay The City shall comply with the provisions of Section 1.12.137 of the Compensation Plan pertaining to firearms proficiency pay. Union members who attend and satisfactorily complete firearms training shall receive one hundred twenty dollars ($120.00) to be paid annually on the first pay period in December of each year. To receive this compensation, members must attend training, as scheduled by Departmental Special Order, unless excused by their Division Commander for exigent circumstances.

Section 26.6 – Hazardous Environment and Tactics Team (HEAT) An employee assigned to the HEAT Team shall receive an application rate of five (5) percent above their regular hourly rate for those hours so assigned.

Section 26.7 – Homicide Unit Work Any bargaining unit employee assigned to the Homicide Unit will receive an application of rate of five percent (5%). Bargaining unit members not assigned to the Homicide Unit who are called out to investigate a Homicide (or any other incident normally investigated by the Homicide Unit) will also receive a five percent (5%) application of rate for those hours so assigned.

Section 26.8 - K-9 An employee assigned to the K-9 unit shall receive an application of rate of five percent (5%) above their regular hourly rate for those hours assigned. One (1) hour per shift shall be allocated for dog care and training. Such compensation shall be for all off-duty hours spent for dog care and training.

Section 26.9 – Language Pay The City recognizes the benefits of having employees who can act as foreign language interpreters. Eligible employees shall receive an application of rate of two percent (2%) above their base pay according to the terms and conditions of a Bilingual Pay Program established by management.

Section 26.10 – Law Enforcement Officers' and Fire Fighters' Plan 2 (LEOFF II) Disability In lieu of providing long-term disability insurance to bargaining unit employees covered by the LEOFF II retirement system, the City will provide to all bargaining unit employees an additional 1 percent (1%) application of rate to contribute to the cost of the long-term disability policy coverage selected and procured by the Union. The City will deduct from employees' paychecks the costs of the long-term disability insurance obtained by the Union and will transmit such amounts to the Union on a monthly basis.

Section 26.11 - Mentoring In recognition of the fact that future technology creates needs which did not previously exist for internal training and mentoring, the Union and City agree that highly experienced employees shall be assigned additional duties and shall receive a 2 percent application of rate. Highly experienced employees shall be defined as those with 25 years' service as a commissioned Tacoma police officer. This applied rate will be paid to an employee at the first of the calendar year in which the 25 years of service will be complete.

Section 26.12 – Motorcycle Officers An employee assigned as a Motorcycle Officer shall receive an application rate of five percent (5%) above their regular hourly rate for those hours so assigned.

Section 26.13 – Police Patrol Specialist (PPS) and Police Training Officer (PTO)

A. PPS: A Police Officer assigned as a PPS shall receive an application rate of five percent (5%) above the top step rate of Police Officer. The five percent is inclusive of the expectation to provide field training and PPSs are not eligible for the PTO application of rate.

Effective January 1, 2024, the PPS position will be eliminated. Police officers currently assigned as a PPS will maintain their position and application of rate until it is vacated.

B. A Police Officer assigned as a PTO shall have an applied rate of four percent (4%) above the base rate.

The Department will assign PTOs in the same manner as specialist sergeant assignments.

C. The Department intends to maintain a minimum of twenty (20) PTOs at all times.

Section 26.14 – Search and Rescue (SAR), Dive Team, and Marine Services Unit (MSU) An employee assigned to SAR, Dive, and MSU shall receive an applied rate of five percent (5%) above their regular hourly rate for those hours so assigned.

Employees assigned to the SAR, Dive, and/or MSU teams will only be eligible for one application of rate under Section 26.14.

Section 26.15 – Shift Incentive

A. An employee assigned to work second relief shall receive an application of rate of three (3) percent above their regular rate of pay. For the hours of work refer to Article 15.9A.

B. An employee assigned to work third or fourth relief shall receive an application of rate of five (5) percent above their regular rate of pay. For the hours of work refer to Article 15.9.

C. These application of rates recognize the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the officers on these shifts.

Section 26.16 - Specialist Sergeant A Police Sergeant assigned as a Specialist Sergeant shall receive an applied rate of five percent (5%) above the top step of Police Sergeant.

Section 26.17 – Special Weapons and Tactics (SWAT) Team An employee assigned to the SWAT Team shall receive an application rate of five percent (5%) above their regular hourly rate for those hours so assigned.

Section 26.18 – Standby Pay Employees in classifications covered by Appendix A required by a Bureau Chief to serve in a standby capacity outside of regular work hours, shall receive $3.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby means that the employee has been specifically directed by a supervisor to be in telecommunications, pager, radio or phone range to ensure their availability to return to duty, if necessary, within approximately 30 minutes of the notification to return to duty.

ARTICLE 27 – DISCIPLINE

Section 27.1 All discipline shall be for just cause. An employee may contest a discharge, suspension for any length, or demotion, or any other penalty that results in an economic loss to the employee through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

Section 27.2 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 28 - SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 29 – EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 30 - EMPLOYEE RIGHTS

The City assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

The City recognizes and agrees that the employees employed by the Tacoma Police Department covered by this Agreement are entitled to all rights and privileges awarded to citizens under all applicable provisions of the United States and State Constitutions, as well as all rights and privileges granted by any and all applicable legislation and the common law.

Section 30.1 - General Procedures

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action (excluding coaching or counseling) against them will be afforded the following safeguards, to include the right, upon the employee's request, to Union representation. Forty-eight Hour Notices are intended to be used by Internal Affairs only.

A. The employee will be informed prior to the interview if the Employer believes the employee is the subject of an investigation unless doing so would jeopardize the investigation.

B. The employee shall be notified in advance of an interview of the nature of the complaint and the identity of the complainant, unless the complainant has requested to be anonymous, in which case the Chief of Police shall be listed as the complainant.

C. Upon request by the employee, they will be allowed to consult with a union representative prior to answering questions or completing an administrative report. The consultation shall not delay the interview or start of the administrative report by more than two (2) hours

Section 30.2 - Counseling Incidents for which counseling is appropriate shall be documented in the employee's electronic file. Counseling is handled by the immediate supervisor, is not

considered formal discipline and is not subject to the grievance procedure.

Section 30.3 - Oral Reprimands Incidents for which discipline no greater than an oral reprimand may result may be handled by the immediate supervisor after review by the bureau command staff. A notation will be placed in the employee's electronic file regarding the reprimand.

Section 30.4 - Bureau Written Reprimands

A. An incident resulting in a bureau written reprimand will be reviewed by the bureau command staff prior to placement of the reprimand in the employee's electronic file.

B. An employee may submit a written rebuttal statement within thirty (30) days of receiving the bureau written reprimand. Such rebuttal statement will be attached to the written reprimand.

Section 30.5 - Departmental Written Reprimands

A. An incident determined to be appropriate for a departmental written reprimand will be reviewed by the bureau command staff and approved by the Bureau Chief prior to placement of the reprimand in the employee's official personnel file.

B. An employee may submit a written rebuttal statement within thirty (30) days of receiving the Departmental written reprimand. Such rebuttal statement will be attached to the written reprimand.

Section 30.6 - Transfer to Internal Affairs

A. If at any point it appears to the supervisor that the discipline may rise to the level of economic sanctions the subject of the investigation will not be required to complete an interview or administrative report.

B. If a supervisor begins an interview and learns of information that may result in discipline resulting in economic sanctions, they will immediately terminate the interview.

C. The supervisor will document their actions and submit the investigation to the Bureau chain of command. The Bureau Chief shall determine whether or not the investigation will be transferred to Internal Affairs. If so, Internal Affairs will handle all aspects of the investigation from that point on, including service of Forty-eight Hour Notices, as set forth below, and ordering an employee to complete administrative reports and/or submit to interviews.

D. A Forty-eight (48) Hour Notice is hereby defined as a written notice given to an employee when they are being required to prepare an administrative report or be interviewed by Department representatives concerning their actions, when it is believed that economic sanctions may result. This notice is intended to be the minimum amount of time afforded to the employee. Nothing in this agreement prevents the employer from allowing more time or the employee from waiving their right to forty-eight hours before preparing an administrative report or participating in an interview.

E. **Notification** The employee shall be notified of a Forty-eight Hour Notice by personal contact. The personal contact shall be handled in a confidential manner. Thereafter, a written Forty-eight Hour Notice will be served, in a confidential manner, using a standard Tacoma Police Department form.

Section 30.7 - Dismissal, Demotion or Suspension

The Internal Affairs Unit will conduct all interviews that may lead to economic sanctions, including but not limited to dismissal, demotion and/or suspension.

A. If after a complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint, and be provided with a copy of the complaint as soon as practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

B. The employee will be allowed a minimum of forty-eight (48) hours notice to appear before Internal Affairs to answer questions; however, the employee need not exercise the full time frame if they feel that they have received all the information necessary to assist in their interview.

C. The employee shall be allowed the right to have a union representative and/or an attorney present during the interview.

Section 30.8 - Interviews

A. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted outside of Department facilities.

B. The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies.

C. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

> "You are about to be questioned as part of an internal investigation being conducted by the Tacoma Police Department. You are hereby ordered to answer the questions that are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

D. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.

E. The employee under investigation shall not be subject to offensive language or threatened with any punitive and/or retaliatory action. Promise or reward shall not be made as an inducement to answering any question. The employer shall not cause the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent.

F. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the specific complaint/incident, which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

G. If the Department tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and the Employer transcribes any part of any recording, the employee shall be given a complimentary copy thereof.

H. Interviews and investigations shall be concluded with no unreasonable delay. If an investigation extends past thirty days the employee(s) that are the subject of the investigation will be notified of the case status in writing. Status reports will be provided to the employee(s) every thirty days thereafter.

Section 30.9

The employee shall be advised of the results of the investigation and any future action to be taken on the incident. The employee shall be provided with a copy of the Bureau Chief's recommendations concerning possible disciplinary action within 48 hours of such recommendations.

Section 30.10 - Departmental Charges

When the investigation results in Departmental charges being filed, the employer shall:

A. After the investigation is complete, and at least seventy-two hours prior to the pre-disciplinary hearing, furnish the employee, and at the employee's written request, the Union, with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against them.

B. This obligation shall continue after the charges have been filed against the employee.

Section 30.11 - Polygraph Tests

The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Section 30.12 - Use of Deadly Force Situations

A. Employees directly involved in the use of deadly force shall be allowed, at their request, to consult with a union representative and/or an attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a union representative and/or an attorney shall not unduly delay the giving of the statement. A Union representative (Union officer, usually the President or Vice President) and a Department representative (a member of the Administration, probably the CDO) will conference and mutually agree to a time when an oral or written statement will be given.

B. Psychologist Referrals

1. Employees directly involved in the use of deadly force shall be required to consult with the Department psychologist.

2. Employees directly involved in the use of deadly force against animals may be required by the department to consult with the Department psychologist.

3. The employee directly involved in the use of deadly force will be placed on administrative leave. Once released to return to duty, the employee is expected to report to work on their next regularly scheduled shift.

4. During the administrative leave the employee will schedule any follow up appointments with psychologists, doctors and/or any other assistance that they may require.

5. The administrative leave, set forth in number 3 above, is required only for the employee(s) actually applying the deadly force. Administrative leave for other employees who may be involved or witness the incident but did not apply deadly force will be evaluated on a case-by-case basis.

6. The employee may utilize appropriate leave, including workers' compensation, sick leave, compensatory time or vacation, if they disagree with the psychologist's recommendation to return to duty.

7. The employee may request a second and/or third opinion pursuant to Section 1.24.800 of the Official Code of the City of Tacoma.

Section 30.13 - Searches of Storage Space

Absent an employee's consent or exigent circumstances, no assigned storage space shall be searched relative to a criminal or internal investigation without a search warrant having first been issued for the area to be searched. The Department reserves the right to enter, inspect and/or reclaim the use of storage space absent employee's consent when the assignment of any storage space is not determinable after a reasonable effort has been made to determine who is using the space.

Section 30.14 - Criminal Investigations

This Article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview:

A. The investigator shall notify the employee of the criminal nature of the investigation;

B. The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee.

The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

ARTICLE 31 - WORK FOR THE TACOMA VENUES AND EVENTS (TVE)

Utilization of police bargaining unit personnel by the Tacoma Venues and Events shall be as follows:

A. Staffing levels at the Tacoma Dome events shall be set by the Tacoma Venues and Events (TVE) management in consultation with the Police Department and shall be established at levels sufficient to provide officer safety. If reasonably possible, staffing levels shall be set at least fourteen (14) days prior to the event. Officers assigned to the Dome shall perform the normal duties of a Police Officer and shall be subject to the direction and control of the Police Department.

B. Such personnel shall be paid through the City payroll system and therefore, eligible for the same benefits as other similarly employed personnel. All appropriate payroll deductions shall be made.

C. All police bargaining unit personnel working TVE Department events either inside or outside the facility shall be assigned and work a minimum of four (4) hours each event and shall be compensated for all hours worked, except as follows:

1. when an event is canceled and the officer is not notified of the cancellation and consequently reports as assigned, they shall receive four (4) hours minimum pay,

2. when an officer is sent home by TVE management due to lack of work they shall receive the four (4) hour minimum, and

3. when an officer elects to leave, due to lack of work as determined by TVE management, they shall receive pay for the hours actually worked.

D. The TVE Department shall receive seven (7) days in advance of an event, notice from the special events officer regarding the availability of the required number of police personnel. If the required number of acceptable police personnel cannot be obtained from within the Tacoma Police Department, the Chief of Police may contact other law enforcement departments to obtain additional police personnel in order to achieve the required number of volunteer police personnel for an event.

E. The hourly pay rate for volunteer work performed under the terms of this Article shall be at time and one-half (1-1/2) the officer's rate of pay.

ARTICLE 32 - TUITION REIMBURSEMENT

The Police department agrees to provide up to $35,000 per year during the term of this Agreement for tuition reimbursement for bargaining unit employees working toward accredited college degrees. Criteria for reimbursement of the Police department training funds are set forth in Appendix B.

ARTICLE 33 – DRUG AND ALCOHOL TESTING PROGRAM

Reporting to work under the influence of alcohol and/or illegal drugs is strictly prohibited and may result in disciplinary action, up to and including termination. Treatment/rehabilitation for alcohol or drug abuse undertaken by the employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee. The City policy and procedures shall be followed.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing in accordance with the city policy and procedures.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering the policy.

ARTICLE 34 – 4TH OF JULY

A. Bargaining unit work on the Fourth of July holiday for the Freedom Fair (or an equivalent event) or fireworks patrol shall be staffed as follows:

1. The operational period for this agreement will be defined as beginning on July 4 at 0500 and concluding July 5 at 0200 hours, and all overtime and holiday premium pay will continue during that operational period.

2. The City shall first use those employees who would be regularly scheduled to work on the Fourth of July holiday.

3. In the event, there is a need for more personnel than those employees who would be regularly scheduled to work on the Fourth of July holiday to perform bargaining unit work on the Fourth of July holiday, the City shall seek volunteers to perform all such work from the members of the bargaining unit represented by the Union by sending an email communication to all Local 6 bargaining unit employees seeking volunteers at least sixty (60) calendar days prior to the Fourth of July holiday and allowing Local 6 bargaining unit employees to accept the volunteer work until at least thirty (30) calendar days prior to the Fourth of July holiday. Any bargaining unit employee volunteering for such work shall be allowed the opportunity to work and shall be paid the applicable rate for such work on the holiday.

   In the event there is a need for more personnel in addition to those employees who would be regularly scheduled to work on the Fourth of July holiday and volunteers to perform bargaining unit work on the Fourth of July holiday, the City shall use law enforcement personnel from other agencies to perform such work. This section shall not apply to the staffing of specialty positions necessary for the Fourth of July holiday.

B. The City will not force any member of the bargaining unit who is not regularly scheduled to work on the Fourth of July holiday to work on such holiday unless the City is unable to obtain sufficient department volunteers and law enforcement personnel from other agencies to adequately staff the Fourth of July holiday.

C. In the event it is necessary to force employees to work the Fourth of July holiday in accordance with paragraph B above, employees shall be assigned to the Fourth of July holiday using reverse department seniority (lowest to highest).

D. Any employee forced to work on the Fourth of July holiday as provided in paragraph B and C above, shall be paid triple time of their regular rate for all hours worked during the operational period defined in paragraph A.1.

E. The Union waives any right to challenge or make reference to the City's use of law enforcement personnel from other agencies to perform bargaining unit work on the Fourth of July holiday in accordance with this Article in any proceeding, including a

proceeding claiming that the City's use of law enforcement personnel from other agencies in accordance with this section constitutes skimming.

F. The City waives any right to make reference to the use of law enforcement personnel from other agencies to perform bargaining unit work on the Fourth of July holiday in any proceeding, including any grievance, arbitration or PERC proceeding.

G. Nothing in this section shall preclude either party from seeking to enforce the terms of this section.

ARTICLE 35 – LEOFF II VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

Section 35.1 - VEBA Program Parameters:

A. The Union will forego one percent (1.0%) of the bargaining units' salary. Once the bargaining unit wage scales are identified in any given year, each member of the bargaining unit will receive ninety-nine percent (99%) of the base wage rate in exchange for this benefit.

B. For the specific purpose of calculating wage comparisons, the one percent (1.0%) reduction will be considered as a component of base wages.

C. The VEBA retirement program is only available to bargaining unit members, who are enrolled in the Washington State Law Enforcement Officers' and Fire Fighters' (LEOFF) Plan 2 retirement plan. This plan is only applicable to such employees who voluntarily separate employment from the City service through retirement.

D. The VEBA retirement program is not an employee right. Employees must meet the eligibility criteria and terms of the program.

Section 35.2 - Rules and Eligibility Requirements:

A. This is a voluntary program offered to eligible LEOFF Plan 2 employees. Such employees must meet all eligibility requirements to be approved for the retirement incentive program, and the City retains the ability to make the final eligibility decisions.

B. This voluntary retirement program does not include a direct cash payment. Instead, it consists of payments made into approved retirees' VEBA accounts until the earlier of the month when the employee reaches age sixty-five (65) or Medicare eligibility. These payments will be subject to all rules and laws applicable to the retirees' VEBA accounts.

C. If the retiree passes away before Medicare eligibility or age sixty-five (65), the VEBA contribution will terminate. The retiree's beneficiary (spouse or qualified dependent) will be eligible to continue to utilize this program until the funds in the deceased retiree's account are exhausted. In the event there is no beneficiary, the remaining funds will be equally distributed among current VEBA participants within this program.

D. Employees approved for this program and separating from service due to a disability retirement must meet the age and years of service requirements in paragraph J below.

E. An employee applying for the LEOFF II VEBA retirement program must be eligible to retire under the LEOFF Plan 2. If an employee applies but does not retire by the established retirement deadline, the employee will not be eligible for the program in any future year.

F. Employees approved for the retirement program will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.

G. Employees approved for the retirement program agree not to file for unemployment benefits due to separation of employment from the City.

H. Each year the LEOFF II VEBA retirement program will be open for up to twelve (12) employees, no more than three (3) of which retire in any one (1) quarter. If more than twelve (12) employees apply for enrollment into the program, selection will be accomplished on the basis of Department seniority only, excluding individual or personal factors. Any changes to the maximum number of employees who may apply for this program will require mutual agreement between the parties. In the event an employee is selected as one of the twelve (12) eligible employees for the VEBA retirement program but withdraws their retirement prior to January 1st of the subsequent VEBA retirement year, the open slot(s) will be awarded to the next eligible employee who otherwise timely applied for the VEBA program.

I. At any given time that the collective cost of the VEBA retirement program exceeds two percent (2%) of base wages annualized, up to one percent (1%) from the Union and up to one percent (1%) from the City, the parties agree to reopen negotiations regarding a cost-sharing agreement, during which time, no new employees will be added that would cause the program to exceed two percent (2%). Effective January 1, 2024, the City's monthly contribution will be $597.00. A two percent (2%) per year escalator provision to the City's monetary contribution to the VEBA account for eligible current and future participants will be provided annually on January 1.

J. To be eligible for the program, employees must be at least fifty-three (53) years of age. In addition, employees must have age + years of service totaling at least seventy-five (75) or higher.

K. The deadline to apply for this retirement program is no later than 5:00 pm, December 1st of the current year, unless otherwise agreed to by the parties.

L. The deadline to retire for approved employees is the end of the quarter of the following year identified for their retirement, unless otherwise agreed to by the parties. Payments will begin the first full month following retirement; provided that any employee who retires ahead of their planned retirement date will not receive the first payment until the first of the month following the approved retirement date based on the selection criteria set forth in paragraph H of this Article.

M. Enrollees will sign an agreement that outlines the parameters, eligibility and terms of the retirement program.

The Parties will reopen negotiations on this voluntary retirement benefit program in the event that State or national health care laws provide a retirement benefit option to police officers.

ARTICLE 36 – INVESTIGATIVE SUSPENSION WITHOUT PAY

The Chief (or the officially designated Acting Chief) shall place an employee on an investigative suspension, without pay status, when that employee has been charged with a crime that, if found guilty, would disqualify the employee from maintaining their peace officer commission per RCW 43.101.105, Section 2 (a) (i) A-E, or as hereafter amended by the Legislature.

The Chief (or the officially designated Acting Chief) will notify the employee in writing of the investigative suspension, with a copy provided to the Union.

During the investigative suspension, the City will continue the employee's existing employer-paid health insurance benefits (medical, dental, vision, EAP, wellness). The employee will be required to pay their share of the health care premiums. The City maintains the sole determination as to whether an employee may be allowed to utilize accrued vacation time or floating holidays during the investigative suspension.

Investigative suspensions are not disciplinary in nature and, therefore, are not subject to the grievance or Civil Service procedures.

Should the employee be found not guilty, the criminal charge is otherwise disposed of without a finding of guilt, or the criminal charge is reduced below the disqualifying offenses listed in RCW 43.101.105, Section 2 (a) (i) A-E, the employee will be returned to a paid status with back pay with nine percent (9%) interest. Back pay will not be provided if the employee resigns, retires, or is medically separated while the suspension remains in effect and the criminal charges remain pending.

The investigative suspension will end if the criminal charges have been fully adjudicated, but the City's internal/administrative investigation has not yet been completed. Until the internal/administrative investigation is finalized, the employee will be returned to a paid status with back pay, and the employee will either be returned to work or placed on paid administrative leave. If the City proposes discipline after the finalization of the investigation, the employee will be afforded a pre-discipline *Loudermill* hearing, consistent with the other terms of this Agreement. If no discipline is proposed after the investigation is complete, the employee will be offered a post-suspension hearing to rebut the original charges further or clear their name.

Nothing in this section prohibits the City from imposing discipline when supported by "just cause," regardless of whether the employee is convicted of a crime, or from conducting an internal/administrative investigation while a criminal investigation or criminal prosecution of an employee remains underway.

Violations of the process outlined in this Article may be grieved under the terms of the Collective Bargaining Agreement. However, the investigative suspension itself is not grievable or appealable under the Civil Service procedures.

APPENDIX A
TACOMA POLICE UNION LOCAL #6
Bargaining Unit

A. There shall be six (6) steps for Police Officer with six (6) months between steps 1-2, 2-3, 3-4 and one (1) year between the steps thereafter. There shall be two (2) steps for all other classifications, with six (6) months between steps.

B. Wages:

An annual wage increase of 100% of the June-to-June Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue area, shall be applied to the base wage of bargaining unit members with a minimum of one percent (1%) and up to a maximum of five percent (5%). In the event the wage increase is not sufficient to maintain the current first (1st) place ranking in the market, an amount shall be applied to the base wage rate that is necessary to maintain the current first (1st) place ranking in the market. For purposes of this provision and for this contract only, the comparables to be used for determining the market are the cities of, Everett, Kent, Renton, Spokane and Vancouver, and the calculation of the net hourly wage shall be based on information publicly available as of July 31st of the year prior to the effective date of the wage increase. The net hourly wage shall be calculated for a ten-year patrol officer as follows:

1. Determine the net annual hours by subtracting annual vacation and holiday hours from annual scheduled hours.

2. Determining annual compensation by totaling the annual base pay, longevity pay, and education pay.

3. Determining net hourly compensation by dividing annual compensation (2 above) by the net annual hours (1 above).

Retroactive to January 1, 2024, the base wage rates shall be increased by six and five-tenths percent (6.5%), an amount the parties agree maintains bargaining unit employees' first (1st) place ranking in the market. Retroactivity shall be paid to any member of the bargaining unit performing any bargaining unit work after January 1, 2024. The following table reflects this increase before the one percent (1%) of the bargaining units' salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 35 of this Agreement:

2024 Wage Increase								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
42020		Police Officer	42.80	48.79	51.23	53.79	56.48	59.30
42040		Police Sergeant	68.28	71.69				
42070		Police Detective	62.06	65.16				

Effective January 1, 2025, the base wage rates shall be increased by seven percent (7%), an amount the parties agree maintains bargaining unit employees' first (1st) place ranking in the market. The following table reflects this increase before the one percent (1.0%) of the bargaining units' salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 35 of this Agreement:

2025 Wage Increase								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
42020		Police Officer	45.79	52.20	54.81	57.55	60.43	63.45
42040		Police Sergeant	73.06	76.71				
42070		Police Detective	66.40	69.72				

The parties agree that as of January 1, 2026, the 2025 base wage rates shall be increased by the amount resulting from the CPI/1st-place in market calculation above.

C. Longevity pay shall be provided to eligible employees as defined by the Compensation Plan according to the following schedule:

1. From 5 through 9 years aggregate service as a uniformed employee - 2% per month of monthly rate.

2. From 10 through 14 years aggregate service as a uniformed employee – 4% per month of monthly rate.

3. From 15 through 19 years aggregate service as a uniformed employee – 6% per month of monthly rate.

4. 20 years or more aggregate service as a uniformed employee – 8% per month of monthly rate.

D. Deferred Compensation: Effective upon ratification by the City Council, the City will match an employee's deferred compensation contribution to a maximum City contribution of two hundred and thirty-eight dollars ($238) per pay period. As an additional reminder, employees are responsible for monitoring their deferred compensation accounts. In the event the applicable maximum contribution per the IRS rules for 457(b) plans is reached, the City ceases the contributions for both the City and the employee.

1. An employee may increase or decrease their deferred compensation contribution at any time during the year and any subsequent year. Per IRS requirements, changes to the employee contribution will increase the employer match in the first pay period of the next month following receipt of the changed election. Employee contributions will stop or decrease the employer match by the next pay period following the changed election. The City's match will float with the changes to the employee's contribution, up to the maximum match.

2. During new hire enrollment, and annual enrollment, the City will clearly communicate: the amount and methodology for the City's deferred compensation match as set forth in this Agreement; that the Roth IRA option is not eligible for the City deferred compensation match; and that employees may adjust their contributions at any time during the year with the adjustment to become effective during the next pay period following the changed election.

APPENDIX B
TACOMA POLICE UNION LOCAL #6

Tacoma Police Department Tuition Assistance Program

I. PURPOSE

The City of Tacoma recognizes the importance of continuing education to fully develop knowledge, skill, and abilities which will increase job performance and effectiveness. This policy has been established to provide an opportunity for Tacoma Police Local #6 members to obtain additional education or training that increases competencies and develops new skills. The program is limited to tuition only.

II. ADMINISTRATION

Tacoma Police Department's Tuition reimbursement funds shall be administered by the Department's Support Services Division Chief.

III. POLICY

Pursuant to the Tacoma Police Union Local #6 labor contract with the City of Tacoma, the reimbursement rates shall remain in effect unless and until otherwise revised through negotiated contract change. Depletion of allocated tuition reimbursement funds will result in the denial of requests for reimbursement.

Participation in the tuition program is voluntary off-work hours and in no case is to be made a condition of employment. There is no guarantee or promise of promotion or new assignment as a result of courses. Course attendance and preparation must be on the member's own time and must not interfere with the member's job.

A. COURSES: The Department will reimburse members for only those courses identified within the guidelines of this policy.

1. Tuition reimbursement applies to graded credit courses sponsored by an accredited educational institution (technical college, community college, four-year college or university).

2. Each course must be approved individually. Blanket approval is not given for all courses required for a degree.

3. Tuition reimbursement is limited to 10 credit hours per school quarter or semester equivalent. Request for additional credit hours will require supporting written management recommendation.

4. The coursework must prepare the employee to perform a role within the Department and support the Department's business needs. There must be a mutual benefit to the employee's career development and the long-term interests of the Department. Careful consideration should be given to the curriculum and a realistic timetable for completion. In approving applications for tuition assistance, the following shall be considered:

   a. Job-relatedness of the course

   b. The Department's need for the course of study to be pursued by the employee

c. Recommendation by the employee's supervisor

d. Coursework is related to a function of the Department

B. EXCLUSIONS: The tuition reimbursement policy does not apply to: certificate programs, non-credit, non-graded workshops, seminars or courses; credit courses taken on an audit basis; career assessment courses.

C. ELIGIBILITY

1. Tuition reimbursement is available to any full-time permanent non-probationary Tacoma Police Union Local #6 member.

2. A member must be on the active payroll at the time of application for tuition reimbursement through the date listed by the school as the closing date of the quarter or semester for which the reimbursement is requested.

3. If a member who has been approved for tuition reimbursement, transfers to another City department during the academic semester/quarter, the member will be ineligible for reimbursement.

4. A member taking a leave of absence for any purpose, other than protected leave, is not eligible for tuition reimbursement.

D. APPROVAL

1. Tuition assistance is offered by the Department to assist employees with their educational expenses. Tuition and educational expenses incurred and paid for by the employee will be reimbursed through this program. The expenses should be directly related to coursework approved by the Support Services Bureau Chief and taken at an accredited institution as stipulated in this policy and procedure.

2. To establish eligibility for tuition reimbursement, a member must obtain management approval and complete necessary paperwork for the course prior to the beginning of each quarter or semester. Receipts for tuition must be presented with requests for reimbursement.

3. Approval for reimbursement is dependent on the availability of funds. Funds are appropriated on a first come first serve basis. Undergraduate courses will take precedent over graduate courses.

4. Employees must sign a repayment agreement which becomes effective if:

   a. The employee leaves Tacoma Police Department employment within one year of successful course completion, except for those who are involuntarily laid off due to no fault of the employee.

   b. The employee receives any tuition reimbursement in the six months (180 days) prior to their termination date.

E. DISBURSEMENT

1. A grade slip or grade transcript must be presented to obtain reimbursement. Any fees associated with obtaining a transcript or grade certification are the responsibility of the

member. To be eligible for tuition reimbursement, applicant must achieve passing grades as follows:

a. High school, technical, undergraduate college courses will be regarded as successfully completed if a grade of "C" or 2.0 grade on a 4.0 scale is achieved.

b. A "Pass" grade in a Pass/Fail grading system is acceptable if the school equates "Pass" to a grade of "C" (2.0 on a 4.0 scale).

c. Graduate/Post-Graduate level courses will be regarded as successfully completed if a grade of "B" or 3.0 grade on a 4.0 scale is achieved.

2. Upon receipt of required documentation at the end of the quarter or semester, the member will be reimbursed for tuition as follows:

a. Technical and Community Colleges - up to 100 percent of the University of Washington undergraduate tuition rate.

b. Four Year Colleges and Universities - up to 100 percent of the University of Washington undergraduate tuition rate for undergraduate and graduate courses. Requests for reimbursement exceeding the above will require a written management recommendation. Resident tuition, less than the University of Washington rate, will be reimbursed at 100 percent of the lesser rate.

3. Members eligible for education expense reimbursement from other agencies or sources (i.e., veteran's aid, scholarships, fellowships, grants in aid, etc.) will receive up to 100 percent tuition reimbursement form the City reduced by the amount of reimbursement to the member from these other funding sources. If a member receives up to 100 percent reimbursement from other funding sources the members is not eligible for reimbursement from the City.

4. Should a member enrolled in a course approved for reimbursement be forced to withdraw due to City action beyond the member's control, the City will reimburse up to 100 percent for tuition which cannot be recovered by the member from the school.

APPENDIX C

REGENCE MEDICAL		
Medical Benefit	**PPO Preferred Network/Participating Network/ Out of Network**	**HDHP/HSA Preferred Network/Participating Network/ Out of Network**
Deductible (Amount the employee pays)	$250 Individual (waived for office visits)	$1,600 Individual*
	$500 Family (waived for office visits)	$3,200 Family*
Coinsurance (Employee share of the cost of a covered service - unless specified otherwise)	10%/ 40%/ 50%	20%/40%/50%
Office Visits – Illness or Injury (Amount the employee pays)	$20 office visit copay/ 40% after $20 copay/ 50% after $20 copay	20%/40%/50%
Telehealth (through MDLive)	$10 copay	After Deductible 20%
Telehealth (Virtual Visit)	$10 copay/ $10 copay/ 50%	After Deductible 20%/ After Deductible 20%/ After Deductible 20%
Out-of-Pocket Maximum: Includes deductible, Coinsurance and Copays (Amounts the employee pays)	$1,500 Individual	$3,000 Individual
	$3,000 Family	$6,000 Family
Preventive Care (Amount the employee pays)	0% / 0%/ 50% Not Subject to Deductible	0% / 0%/ 50% - Not Subject to Deductible
Professional (Amount the employee pays)	After Deductible 0% / After Deductible 40% /After Deductible 50%	After Deductible 20% / After Deductible 40% / After Deductible 50%
Emergency Room Copay (Amount the employee pays)	After $150 copay and Deductible 10% / 10% / 10% (Facility) After Deductible 0% / 0% /0% (Professional)	After Deductible 20%/20%/20% (Facility) After Deductible 20%/20%/20% (Professional)
Hospital Stay (Amount the employee pays)	After Deductible 10% /40%/ 50% (Facility) After Deductible 0% / 40%/ 50% (Professional)	After Deductible 20% / 40%/ 50% (Facility) After Deductible 20%/ 40%/ 50%(Professional)
Outpatient Surgery (Amount the employee pays)	After Deductible 10% / 40%/ 50% (Facility) After Deductible 0% /40%/ 50% (Professional)	After Deductible 20% / 40%/ 50% (Facility) After Deductible 20%/ 40%/ 50% (Professional)
Lab/X-Ray (Amount the employee pays)	After Deductible 0% / 40%/ 50%	After Deductible 20% / 40%/ 50%
Vision Exam/Schedule	No hardware	No hardware
Pharmacy (Amount the employee pays)	100% coinsurance up to the following for a (30 day) supply: Tier 1/Tier 2: $5 Max Tier 3: $35 Max Tier 4/Compound Medication: $60 Max –Tier 5: $75 Max Tier 6: $150 Max Mail Order - 90 days for 2 copays *Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative	Retail or Mail Order: Up to 90-day supply and up to 30 day supply for covered self-administrable injectable medication. After Deductible 20% - member may be balance billed when non-participating pharmacy is used. *Rx list includes drugs in certain categories that will not be subject to the plan deductible. It includes generic medications and formulary brand-name medications specifically designated for treatment of chronic diseases. *Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative

REGENCE MEDICAL			
Medical Benefit	**PPO** **Preferred Network/Participating Network/** **Out of Network**	**HDHP/HSA** **Preferred Network/Participating Network/** **Out of Network**	
Health Savings Account **IRS Annual Contribution Limits**	N/A	**$4,150/ $8,300*** **(Employee Family)**	
City Annual Contributions to Health Savings Account (prorated per pay period)		Employee Only	Employee + Family
		$500 w/o Wellness	**$1,000 w/o Wellness**
		$1,250 with Wellness	**$2,500 with Wellness**
Monthly Employee Premium Contributions (Single/Family)	$50/$100	$50/$100	

*Annual limits are subject to change by the IRS.

KAISER PERMANENTE	
Medical Benefit	**HMO** **In Network**
Deductible (Amount the employee pays)	$100 - Individual $200 - Family 4th Quarter Carryover
Coinsurance (Employee share of the cost of a covered service - unless specified otherwise)	N/A
Copay (Amount the employee pays)	$10 Primary/ $20 Specialist copay + Deductible
Telehealth (Amount the employee pays)	$0
Out-of-Pocket Maximum: Includes deductible, Coinsurance and Copays (Amounts the employee pays)	$1,500 Individual
	$3,000 Family
Preventive Care (Amount the employee pays)	$0
	Not subject to Deductible
Professional (Amount the employee pays)	$10 Primary, $20 Specialist copay + Deductible
Emergency Room Copay (Amount the employee pays)	$150 copay + Deductible Note: only ER services are available out of network for HMO plan
Hospital Stay (Amount the employee pays)	$100 copay x 3 days + Deductible
Outpatient Surgery (Amount the employee pays)	$100 copay + Deductible
Lab/X-Ray (Amount the employee pays)	Inpatient: covered under Hospital Services Outpatient: $0 + Deductible
Vision Exam/Schedule (Amount the employee pays)	Annual Exam: (1 visit every 12 months) $10 copay, Deductible Waived
(Amount the plan pays)	$150 Hardware Allowance (Every 12 months) - Deductible Waived
Pharmacy (Amount the employee pays)	Group Health (30 day supply): Generic $5/ Preferred Brand $25/ Non-Preferred Brand $50 Mail order: 2x for 90 day supply
Monthly Employee Premium Contributions (Single/Family)	$50/$100

APPENDIX D

City of Tacoma Employee Wellness Program

The Wellness Program annual incentive period runs from Oct. 1 of one year through Sept. 30 of the following year. Employees must earn 25,000 points by the Sept. 30 deadline to qualify for the wellness incentive for the next calendar year (Jan.1).

There is an array of activities that employees can complete to earn the required 25,000 points as provided in the Virgin Pulse Wellness platform:

2024 - 2026 Wellness Incentive Requirements
Goal: 25,000 points

Activity
Take 2,000 steps in a day (daily) = 20 points
Take 3,000 steps in a day (daily) = 30 points
Take 4,000 steps in a day (daily) = 40 points
Take 5,000 steps in a day (daily) = 50 points
Take 6,000 steps in a day (daily) = 60 points
Take 7,000 steps in a day (daily) = 70 points
Take 8,000 steps in a day (daily) = 80 points
Take 9,000 steps in a day (daily) = 90 points
Take 10,000 steps in a day (daily) = 100 points
Take 11,000 steps in a day (daily) = 110 points
Take 12,000 steps in a day (daily) = 120 points
Take 13,000 steps in a day (daily) = 130 points
Take 14,000 steps in a day (daily) = 140 points
Workout for 15 minutes (daily) = 70 points
Workout for 30 minutes (daily) = 100 points
Workout for 45 minutes (daily) = 140 points
15 active minutes in a day (daily) = 70 points
30 active minutes in a day (daily) = 100 points
45 active minutes in a day (daily) = 140 points
Track 20 days: 7,000 steps/15 active minutes/15 workout minutes (monthly) = 400 points
Track 20 days: 10,000 steps/30 active minutes/30 workout minutes (monthly) = 500 points
Connect first activity device (one time) = 200 points

Daily Cards
Do your daily cards (x2 daily) = 20 points per card
Complete 10 daily cards in a month (monthly) = 100 points
Complete 20 daily cards in a month (monthly) = 200 points

Challenges
Creating a personal challenge (monthly) = 150 points
Join personal challenge (monthly) = 100 points
Join the Company challenge (monthly) = 10 points

Create a team in the Company challenge & recruit enough players to fill it (monthly) = 50 points
Post a chat comment at least once a week for all weeks of the challenge (monthly) = 50 points
Reach 10% of your challenge goal (monthly) = 50 points
Reach 25% of your challenge goal (monthly) = 50 points
Reach 50% of your challenge goal (monthly) = 50 points
Reach 75% of your challenge goal (monthly) = 50 points
Reach 100% of your challenge goal (monthly) = 100 points
Reach 110% of your challenge goal (monthly) = 100 points
Reach the final destination in the destination challenge (monthly) = 100 points
Track steps at least once a week for all weeks of a destination challenge (monthly) = 100 points
Reach final challenge step (monthly) = 400 points
Win the promoted healthy habit challenge (monthly) = 200 points
Unlock a destination in the destination challenge (50x per month) = 25 points each
Add a friend outside of your company (quarterly) = 100 points

Custom

Complete a certified weight management program (quarterly) = 1,000 points
Attend a City of Tacoma wellness webinar or onsite seminar (12x per program year) = 250 points
Complete annual physical (1x per program year) = 2,500 points

General

Set your interests (quarterly) = 100 points
Invite a colleague to join (5x per program year) = 50 points per referral
Complete Nicotine-Free Agreement (1x per program year) = 100 points
Set a wellbeing goal (1x per program year) = 200 points

Journeys

Complete a Journey (12x program year) = 150 points each
Complete a Journey step (1x daily) = 30 points

My Care Checklist

Complete 3 preventive care activities (1x per program year) = 500 points

Nutrition

Browse healthy recipes via Zipongo (daily) = 10 points
Daily Calorie tracking via MyFitnessPal (daily) = 20 points
Favorite a recipe via Zipongo (weekly) = 10 points
Add a recipe to grocery list via Zipongo (weekly) = 10 points
Track calories 10 days in a month via MyFitnessPal (monthly) = 200 points
Track calories 20 days in a month via MyFitnessPal (monthly) = 300 points
Choose your eating type via the Nutrition Guide (quarterly) = 250 points
Connect MyFitnessPal (onetime) = 100 points

Onetime
Add a profile picture = 100 points
Complete registration = 100 points
First log in to mobile app = 250 points
Add 5 friends = 250 points

Recognition
Give a shoutout (monthly) = 100 points
Receive a shoutout (monthly) = 100 points

Sleep
Track sleep manually (daily) = 20 points
Track sleep nightly (daily) = 20 points
Sleep >7 hours in a night (daily) = 50 points
Track sleep 10 days in a month (monthly) = 100 points
Track sleep 20 days in a month (monthly) = 200 points
Sleep >7 hours 20 nights in a month (monthly) = 500 points
Choose your sleep profile via the Sleep Guide (quarterly) = 250 points

Survey
Completing the Health Check Survey (1x per program year) = 2,500 points

Tracking
Track your healthy habits (3x daily) = 10 points each
Track healthy habits 10 days in a month (monthly) = 200 points
Track healthy habits 20 days in a month (monthly) = 300 points
First time tracking healthy habits 5 days in a month (onetime) = 100 points

APPENDIX E

LETTER OF AGREEMENT
Between The
City of Tacoma
And
Tacoma Police Union Local #6, I.U.P.A

Subject: Community Service Officer

The City of Tacoma ("City") and the Tacoma Police Union Local #6, I.U.P.A. ("Local 6"), (collectively, the "Parties") enter into this Letter of Agreement ("LOA").

Background

This LOA results from the Parties' interest in having Community Service Officers ("CSOs") perform work historically performed by employees in the Local 6 bargaining unit. To support the Tacoma Police Department's (TPDs) vision of increasing perceptions of safety and decreasing preoccupation with crime among members of the community, the Parties agree that having alternative methods of receiving law enforcement assistance can be obtained by supplementing the work of commissioned law enforcement officers with limited commission CSOs.

Agreement

The Parties agree to the following terms and conditions:

1. A reduction in full-time funded commissioned positions in the Local 6 bargaining unit will not occur due to implementing the CSO classification. Additionally, the CSO classification will not supplant off-duty or special event assignments historically performed by commissioned Local 6 members.

2. The Alternate Report Unit (ARU) will continue to exist in its current form, and CSOs will not be assigned to work in the ARU.

3. The work described in the CSO classification specification (Attachment A) will be shared between the commissioned employees in Local 6 and the CSO classification. When CSOs are unavailable, commissioned Local 6 members will perform the duties of the CSO classification.

4. The Special Commission granted, and the duties assigned to the CSO classification shall not constitute skimming for the purpose of a grievance under the Local 6 Collective Bargaining Agreement.

5. The CSOs will be scheduled based on call volume analytics. Scheduling will be done in a manner that provides the most coverage for the type of calls a CSO can respond to.

6. Prior to hiring CSOs, the City and Local 6 will form a workgroup to discuss processes, policies, and procedures that may impact Local 6 members.

7. Background investigations for the CSO classification will be at a minimum at the same level as a background investigation conducted for Animal Control new hires.

8. The City agrees to voluntarily recognize the CSO classification as a bargaining unit after verification of majority support through a card check process.

This agreement will become effective upon the final signature of all parties.

FOR THE CITY:

DocuSigned by:
Elizabeth Pauli 04/03/2023
84DC0005E7F040D...
Elizabeth Pauli Date
City Manager

DocuSigned by:
Avery Moore 03/28/2023
9E15E5CE913644C...
Avery Moore Date
Chief, Tacoma Police Department

DocuSigned by:
Shelby Fritz 03/28/2023
24BC3A4F74E44A5...
Shelby Fritz Date
Human Resources Director

FOR THE UNION:

DocuSigned by:
Henry Betts 03/27/2023
09DA342EE03C499...
Henry Betts Date
President, Local No. 6

Approved as to form:

DocuSigned by:
Cheryl Comer 03/27/2023
74091E73DBF14AD...
Cheryl Comer Date
Deputy City Attorney

ATTACHMENT A

CITY OF TACOMA
Revision Date:

Community Service Officer

Class Code:

SALARY RANGE

CLASS SUMMARY DEFINITION:

Under the general supervision of a Sergeant, the Community Service Officer (CSO) performs a variety of duties in support of public safety and law enforcement activities that do not require the enforcement authority of a commissioned Police Officer.

A CSO serves in a non-sworn capacity responding to calls for service; performing a range of support functions; develops a rapport with citizens; demonstrates problem-solving ability; and displays a positive relationship with citizens, as well as other employees throughout the Department and the City.

ESSENTIAL DUTIES:

- Duties as assigned at the direction and approval of a Sergeant and will be directed to assist Officers or directly dispatched to routine calls with the approval of a Sergeant
- Responds to and prepares reports of calls for service that are not in progress, routine in nature, and where suspects are not on the scene and there is no immediate threat. Routine calls are incidents where the situation is over, there is no threat to life or property, and no chance of apprehending a suspect, but response is still needed
- Staffs the desk at the five Department substations by taking walk-in reports and telephone reports
- Provides support for various services to the public, other agencies and Police Officers, such as delivering messages, assisting in report completion, providing transportation and assisting stranded persons
- Performs required research to locate information for police use, such as gathering available information on possible drug houses, wanted and paroled persons and property owners
- Assists at various incidents, such as potentially-hazardous situations, traffic accidents, crime scenes, fires, funerals, special events, and during power outages and weather-related incidents
- Takes reports of runaways, including cases arising from missing person reports
- Assists in providing perimeter security for crime scenes
- Does not have arrest authority beyond that granted by state law to a private citizen. Such employees shall not carry or possess a firearm while discharging his or her duties as a Police Community Service Officer. The carrying or possessing

of a firearm is prohibited, regardless of whether or not the Police Community Service Officer has been issued a concealed weapons permit.
- Other duties within the scope of this job description.

KNOWLEDGE & SKILLS:

Knowledge:
- Principles, practices and terminology related to the criminal justice system
- State, county and city laws; codes and ordinances
- Principles and practices of safe work methods in collecting, processing, logging, storing and safeguarding evidence, property and materials including hazardous materials
- Preparing clear and concise reports
- Analyzing situations accurately and adopting effective courses of action
- Modern office procedures, computer applications and automated law enforcement information systems
- Law enforcement record keeping and records management principles, procedures, techniques and equipment
- Local city and county roads, geographic locations and physical addresses

Skills:
- Applying principles and methods of modern law enforcement theory to a wide variety of programs and services
- Working and communicating effectively, both verbally and in writing, with audiences of various social, cultural, ethnic, educational and economic backgrounds
- Critical thinking and exercising independent judgement
- Uses verbal conflict resolution with hostile citizens and others encountered in antagonistic situations
- Applying self-defense practices, safe work methods and safety regulations while performing a full range of non-sworn law enforcement activities
- Communicates through radio, which includes comprehending radio transmissions being received over multiple law enforcement radio channels. Communicates information effectively while transmitting on the radio
- Communicates through and operates Mobile Data Computer (MDC)
- Operates a vehicle safely in non-emergency (routine) situations. Uses MDC and responds to the radio-mike while performing multiple functions in-cluding floor pedals, gearshift, steering wheel, and the radio (during both day-light and dark hours); in congested traffic conditions; in unsafe road conditions caused by such factors as rain, ice, snow, fog, smoke, etc.
- Working collaboratively with peer providers, law enforcement, fire and paramedic personnel, social services agencies and others
- Providing court testimony

MINIMUM QUALIFICATIONS:

- Must be at least 18 years of age at time of appointment
- High School Diploma or equivalent
- Specialized clerical or law enforcement training is highly desirable

LICENSES, CERTIFICATES AND OTHER REQUIREMENTS

- Limited Tacoma Police Commission at the time of appointment, with maintenance thereafter
- Valid Washington State Driver's License at the time of appointment, with maintenance thereafter
- First Aid and CPR cards at the time of appointment, with maintenance thereafter
- Must successfully pass a Criminal Justice Information Services (CJIS) background check
- Subject to background screening including, but not limited to, fingerprinting, medical and polygraph tests
- Additional licenses and / or certifications may be required

PHYSICAL REQUIREMENTS & WORKING CONDITIONS

- Frequent interactions with the public
- May be exposed to hazards, such as toxic chemicals, traffic hazards, communicable diseases and possible verbal and/or physical harm from hostile, unstable and / or disoriented individuals
- Work includes indoor and outdoor environments, at times in adverse weather conditions
- Frequently operates a City-owned vehicle
- Physical conditions are varied; regularly may be required to crawl, climb, walk for long periods, stand, sit, talk, hear and see, twist, balance, kneel, bend, stoop, crouch, reach, lift, carry, drag, push/pull; occasionally carry or lift heavy objects

CLASS SPEC DATA:

Adopted:
Revised:
Reviewed:
Title Change:
EEO Category:
4 Job Group:12
Medical Group:
2 Union: NR
Overtime Category: A
SOC: 33-3051

Letter of Understanding
By and Between
Tacoma Police Union Local No. 6
Tacoma Police Management Association Local No. 26
And
City of Tacoma

Tacoma Police Department Procedures Manual
Body Worn Cameras and In-Car Video

This Letter of Understanding ("LOU") captures the agreement between the City of Tacoma ("City"), Tacoma Police Union Local No. 6 ("Local 6"), and Tacoma Police Management Association Local No. 26 ("Local 26") to reflect the Parties' agreement regarding the policy on Body Worn Cameras and In-Car Video. Consistent with Addendum A of the Local 6 and Local 26 Collective Bargaining Agreements, the parties agree to replace the current "Body Worn Cameras" policy with the "Body Worn Cameras and In-Car Video" policy (attached).

This Letter of Understanding shall become effective upon final signature by the parties listed below.

For Local No. 6

DocuSigned by:
Henry Betts 08/22/2022
09DA342FE03C499...
Henry Betts Date
President, IUPA Local No. 6

For Local No. 26

DocuSigned by:
Frank Krause 08/26/2022
22791AFCFFA34B8...
Frank Krause Date
President, IUPA Local No. 26

City of Tacoma

DocuSigned by:
Avery Moore 08/26/2022
9E15E5CE913644C...
Avery Moore Date
Chief of Police

DocuSigned by:
Elizabeth Pauli 08/28/2022
04DC6935E7F348B...
Elizabeth Pauli Date
City Manager

Approved as to form:

DocuSigned by:
Cheryl Comer 08/26/2022
74091E73DBF14AD...
Cheryl Comer Date
Deputy City Attorney

TACOMA POLICE DEPARTMENT PROCEDURES MANUAL

06/2022 (n)

BODY WORN CAMERAS & IN CAR VIDEO

Body worn cameras (BWC) and In-Car Video (ICV) are valuable tools for promoting transparency in law enforcement by recording citizen contacts with police officers.

The Tacoma Police Department (TPD) uses BWCs and ICV to contemporaneously and objectively document citizen contacts, create a record of certain law enforcement activities, assist officers in the performance of their duties, and promote safety and transparency. Video footage produced by BWCs and ICV may be used as evidence in civil or criminal investigations, unless prohibited by law, reviewed administratively for officer compliance with department policies (as set forth below), used as a tool in law enforcement training, and utilized as a reference in incident documentation. This paragraph is not subject to modification during the term of the parties' current collective bargaining agreement unless otherwise required by law.

This procedure provides guidance on the use of BWC and ICV systems.

It is the policy of the TPD that, consistent with this policy, commissioned personnel wear BWCs and use ICV to record their encounters on duty; and create a record of law enforcement contacts and activities to fulfill the Department's mission more effectively.

The City agrees that it will not implement any changes to this policy during the term of the parties' current collective bargaining agreement that impact mandatory subjects of bargaining without first bargaining the decision. If subsequent changes in Federal or State law mandate changes that impact mandatory subjects of bargaining, the City agrees to bargain the impacts upon request.

A) **Definitions**

1) Advisement
   Statement made by an officer that a communication, conversation or interaction with a citizen is being recorded.

2) Activation

The process that (1) turns on the BWC and causes it to record or to store audio and video data or (2) causes the ICV system to transmit or store video or audio data in an active mode.

3) Body Worn Camera (BWC)
Camera system that captures audio and video signals, capable of being worn on an officer's person that includes, at minimum, a camera, microphone, and recorder.

4) Axon Signal® - A technology that wirelessly activates compatible Axon cameras under certain conditions. See Informational Directive ID 21-011 for further details.

5) Body Worn Camera (BWC) Videos
Recorded media consisting of audio-video signals recorded and digitally stored on a storage device or portable media.

6) Labeling of Video
Marking a video with the incident (ID) number and category.

7) Evidence.com
A cloud based data warehouse where body worn camera video footage is stored and retained.

8) Digital Evidence Management System (DEMS) – A system to ingest, store, manage, analyze and share digital evidence in a centralized, CJIS compliant repository. The current DEMS is Axon Evidence, also known as Evidence.com.

9) In-Car Video (ICV), Dash Camera or Fleet Camera – Synonymous terms which refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum a camera, microphone, recorder, and monitor. ICV technology may also include automated license plate reader technology.

10) Involved Officer
Any officer who employed, or attempted to employ, force contemporaneous to the use of deadly force.

11) Retention of Video

Retention of video refers to how long a video captured on body worn camera is kept or retained by the Tacoma Police Department. A video is retained according to its category.

12) Surreptitious Recording
A recording made without the knowledge of one or more of the parties to a conversation or communication and is a violation of the Washington Privacy Act, Chapter 9.73 RCW.

13) Witness Officer
An officer who observes or has firsthand knowledge of the events surrounding an in-custody death or the use of deadly physical force by another officer, and other than observing the incident, did not use deadly physical force. Additionally, an officer who observes or has firsthand knowledge of the events surrounding an officer's direction to another to use deadly force.

B) **Officer Responsibilities**

1) Training
Prior to wearing and operating a BWC or ICV, officers are required to successfully complete Department authorized training. This initial training will include at least:

- **Department policy on BWCs and ICV.**
- **System preparation, function, and operation.**
- **Procedures for operating equipment and relevant software.**
- **Placement of the BWC and ICV.**
- **Procedures for uploading and tagging recorded data.**
- **Procedures for preparing and presenting digital evidence for court.**
- **Scenario based exercises that replicate situations that officers may encounter.**

Officers shall attend refresher training on BWCs and ICV as directed by the Department.

2) Inspection
Officers shall inspect their BWC equipment at the start of every shift. If an officer discovers that the BWC equipment is not fully charged or not functioning, they will be responsible for notifying their supervisor, documenting the equipment failure in CAD, and ensuring that the equipment is submitted to the Computer Support Technician for repair and/or charging. Officers will obtain a spare BWC from their sergeant or patrol operations desk officer when their BWC is being repaired or replaced.

Officers shall check the function of their ICV equipment at the start of every shift. If an officer discovers that the equipment is not functioning, they will be responsible for notifying their supervisor for further direction. Officers should not engage in routine patrol functions without an operational ICV system. Emergency situations or operational need may necessitate the deployment of a patrol vehicle without an ICV system, only with approval of the Shift Commander. If a patrol vehicle is deployed without an ICV, a CAD note should be made to document the system status. A limited number of pool cars equipped with ICV are also available for use by officers.

3) Requirement to Wear a BWC

All uniformed officers assigned a BWC are required to wear the camera while on duty. Officers shall affix their camera to the chest area of their uniforms where it is unobstructed by the uniform itself or equipment. This does not include circumstances in which the BWC becomes unintentionally obstructed during police activity. Officers working in an off-duty assignment should only activate their BWC during enforcement and investigative contacts with civilians. Privately owned BWCs are not permitted.

4) Requirement to Use the BWC and ICV

Officers are required to use their BWC to record their law enforcement activity, to do so consistently and in accordance with department policy.

- **All officers assigned a vehicle with an ICV system are required to use that** system to record their law enforcement activities consistently and in accordance with department policy. The ICV system should be powered on (buffering) any time the vehicle is in use.
- **Officers working in an off-duty assignment should only activate their** ICV during contacts with the public and enforcement activities.
- **Privately owned in-car camera systems are not permitted.**

Any time an officer feels uncertainty in activation of BWC or ICV, the officer should elect to activate the system. The City of Tacoma provides staff to review, evaluate, and conduct redactions of BWC and ICV recordings pursuant to public records laws.

5) Axon Signal Activation

The BWC and ICV systems maintains a constant 30 second pre-event video-only buffer. No audio is recorded in the buffering state. The system can be activated manually by the officer or automatically by Axon Signal® in specific situations. Axon Signal uses wireless technology to activate any compatible camera system in range (estimated 90 feet), including BWC and ICV. A camera in sleep mode will not respond to this automatic activation. The system will be configured to activate automatically upon objective criteria established by TPD, including but not limited to, Emergency Response with Siren (Slider Position 3), Collision Detection.

The BWC and ICV system can be activated by Axon Signal connected equipment belonging to TPD or other regional Law Enforcement partners. Officers are advised to be mindful of this as the system may activate at any time in response to an Axon Signal broadcast initiated by another. In the event of an unintentional activation, for which the officer is not involved in law enforcement activity, the recording can be terminated, and the video categorized as "Inadvertent/Accidental."

6) Procedures for Use of BWC

- **Activation of the BWC**

a) Starting and Ending the Recording. When circumstances and officer safety permit:

i. Officers shall activate the BWC prior to exiting the vehicle to any dispatched law enforcement activity. Nothing in this policy prohibits the officers from activating the camera earlier, and officers are encouraged to do so earlier.

ii. Officers shall activate the BWC when involved in any manner in a police pursuit, vehicle follow, fail to yield, and active police perimeter.

iii. Officers shall activate the BWC as soon as practical upon making the decision to engage in any self-initiated law enforcement activity.

iv. Once the BWC is activated, the officer shall leave it on until the incident has concluded. Officers should cease recording when their part of the active investigations is completed, and there is little possibility that the officer will have further contact with any person involved in the event.

v. In an officer involved shooting, an on scene supervisor will instruct the officer when to stop their recording while on scene. Generally, this occurs once the scene is secured and involved officers are able to be relieved. The supervisor will then direct the officer to retain their BWC until being provided direction from the investigative team as to the most appropriate manner in uploading content. Likely, an assigned member of the investigative team will physically observe the upload to be completed by either the officer themselves or a supervisor. That determination will be made in conjunction with the investigative team and a department liaison.

vi. Officers should record on the BWC any reasons for turning off the BWC if the recording is stopped by the officer prior to the conclusion of the law enforcement activity.

vii. Officers may, at their discretion, activate their BWC any time they determine it would be beneficial to capture an event or activity.

b) Activation Amnesty

i. No officer will be subject to discipline for failing to activate a BWC or ICV for any reason for the first month or 16 shifts, whichever occurs later, after they are assigned to wear a BWC and ICV. Evidence of a failure to activate a BWC or ICV during the amnesty period shall not be used or considered for performance evaluations or discipline after this amnesty period. The amnesty period will apply again anytime an officer is reassigned to an assignment without a BWC or ICV for a period of six months or more, and then returns to an assignment with a BWC or ICV. Notwithstanding the above paragraph, during the amnesty period any knowing and intentional failure to record will not be subject to amnesty.

ii. The department will track any known incidents of failure to record or improperly ending a BWC or ICV recording.

c) Decision to Not Record

i. Officers are required to record as much of the law enforcement activity as possible, but the sensitivity or exigency of a situation may warrant turning off, or not activating, the BWC or ICV. The decision not to record law enforcement activity shall be made by the officer wearing the BWC or deploying the ICV, and shall be determined by facts and circumstances which must be justified. Facts supporting such a decision may include the following:

- When unsafe or impractical – Law enforcement activity requiring a response that physically prevents an officer from activating the BWC or ICV. Officers are advised to put safety ahead of the requirement to record the encounter. The amount of time driving to the call shall be a factor considered in determining if this section applies.
- Sensitive communications – Law enforcement activity involving sensitive communications, matters of law enforcement intelligence or where recording the encounter could hinder a criminal investigation.
- When a citizen objects to being recorded – If a citizen objects to being recorded, the officer may elect to record despite the objection. Since conversations with police officers are not considered private under Washington law, there is no requirement that an officer turn off the BWC or ICV for a citizen who objects to having the interaction recorded.
- Explosive Devices – Many portable recorders, including BWCs and audio video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices, to include your BWC, should be turned off and not be used where an explosive device may be present.

ii. Officers shall document by written report or CAD any decision not to activate the BWC or ICV or to turn off the BWC or ICV prior to the

conclusion of the law enforcement activity, and their reasons for doing so.

7) Procedures for Use of ICV
   - **Activation of ICV**
     a) An officer ***may*** activate the ICV any time the officer believes it would be appropriate or valuable to document an incident. However, an officer should not feel compelled to park or position their vehicle in a way that could compromise safety to capture events with the ICV system. Officers are ***required***, when circumstances and officer safety permit, to use the ICV to record their law enforcement activity, including:
        i. Emergency and/or Tactical response
        ii. Vehicular Pursuits, vehicle follows, failure to yield, and active police perimeters
        iii. All transports
        iv. All enforcement and investigative contacts, *Terry* stops and field interviews
        v. Traffic stops, including traffic violations, disabled vehicles, and stranded motorists

     b) Officers conducting traffic control (utilizing vehicles to block or divert traffic) at static positions, such as Tacoma Dome events or off-duty employment, are not required to activate their ICV unless there is a need to contact a subject or conduct enforcement.

     c) Officers are not required to record activities unrelated to official duties e.g., when purchasing food for meal breaks, engaged in personal activities, or exchanging a general pleasantry or courtesies with the public.

8) Advisement – When Required
   - **Conversations between uniformed police officers and citizens that occur** during the performance of official police duties are not recognized as private conversations under Washington law and therefore generally do not require an advisement that the interaction is being recorded. The exceptions are traffic stops and custodial interrogations.
     a) Officers conducting traffic stops while equipped with a BWC or ICV shall notify the occupants that there is an audio and video recording occurring. This warning should be given at the beginning of the contact, absent an emergent situation, and captured on the recording. The advisement should also be noted in the officer's report if enforcement action is taken.
     b) Prior to a custodial interrogation, officers shall inform arrested persons that they are being audio and video recorded with a BWC or ICV. This statement, along with the Miranda advisement, shall be included in the recording.

9) Deactivation of BWC or ICV – Prohibitions and Exceptions to Recording

- **Deactivation at Conclusion of Incident. Once activated, and subject to all** exceptions set forth throughout this policy, the officer shall not purposely turn off the BWC or ICV until the officer's involvement in the incident has concluded. The officer should cease recording when their part of the active investigation is completed, and there is little possibility that the officer will have further contact with any person involved in the event.

- **Recordings may be stopped during significant periods of inactivity, such** as report writing at or away from the scene or during breaks from direct participation in the incident. Whenever a recording is going to be terminated prior to the conclusion of the incident the officer should verbally articulate the reason why in the video recording.

- **Temporary Deactivation of Audio Only. To maintain transparency, once** a video is started for any contact, the officer should continue the recording through the duration of the incident. Officers can utilize the mute function to protect conversations of sensitive, tactical, or personal natures. Specifically, circumstances where video may be muted include, but are not limited to, the discussion, review or preparation of operational plans, and police/investigative tactics or strategies. Officers may temporarily mute a video for private conversations or phone calls or conversations with persons not involved in the incident. Members should document the reason for muting in any report or other official records. It is recommended prior to activating the mute function; officers verbalize the reasons for muting. The mute function shall be disengaged as soon as contact is reestablished with any member of the public.

10) Recording Prohibited

BWC or ICV shall not be used to record:

- **Anything not involved with official duties.**
- **Communications with other police personnel while not on a call.**
- **Communications with undercover officers or confidential informants.**
- **When on break or otherwise engaged in personal activities.**
- **While in a jail unless for a direct law enforcement purpose.**
- **While in the courthouse or conferring with prosecutors unless for a direct** law enforcement purpose.
- **While in the interiors of medical, mental health, counseling, or** therapeutic facilities unless investigating a crime in progress (e.g. recording of an investigation of a crime committed at the facility, the drawing of blood at a facility following a DUI, the taking of a statement from a suspect or witness while in a facility, etc., would be permitted).
- **While within the police station or substations or within secure police** facility parking areas, except when taking an in station report or placing a suspect into one of the temporary holding cells in the police station. If so,

announce as you enter the station that you are recording. Turn off your recording after the suspect is placed and secured in the temporary holding cell. Activate your recording each time you have an interaction with the suspect in the cell until the suspect is released or transported to jail.

- **Any privileged conversations, such as attorney-client or labor privileged** conversations.

11) Discretionary Recording

It is permissible under this Policy for officers to exercise reasonable discretion to not record events using a BWC or ICV in the following circumstances:

- **When the officer is in a location where individuals have a reasonable** expectation of privacy (such as a bathroom or locker-room) and the officer is not there to effect an arrest or serve a warrant.
- **If a citizen objects to being recorded the officer may elect to record** despite the objection. Conversations with police officers are not considered private under Washington law and there is no requirement that an officer turn off the camera for a citizen who objects to having the interaction recorded.
- **When respect for an individual's privacy or dignity outweighs the need to** record an event. Such circumstances may include (without limitation) natural death scenes, death notifications, child or sexual assault victim interviews, cultural or religious objections to being recorded, and funerals.
- **Sensitive communications such as matters of law enforcement intelligence** or where the recording could hinder a criminal investigation.
- **When the officer has an articulable basis, based on the facts and** circumstances of the particular situation, that recording would be unsafe. Officers are advised to put safety ahead of the requirement to record the encounter.
- **When an officer is engaged in public interaction that does not have a law** enforcement purpose, for example, community meetings, open houses, school tours, recruitment, conducting City administrative business, etc.

Subject to the above exceptions, BWC and ICV are expected to be powered on in a buffering state ("ready mode") to expediently respond to any required recording or law enforcement functions that may arise.

12) End of Shift Responsibilities

Prior to the end of their shift, or as soon as practical, officers will follow the protocol to label, categorize, and upload videos to Evidence.com. Additionally officers shall upload BWC footage and upload ICV as soon as practicable after a serious incident or when storage capacity is reaching its limit.

- **Officers unable to categorize BWC video prior to the end of their shift** shall notify a supervisor prior to securing and complete categorization at the beginning of their next regular or overtime shift, whichever occurs first; video footage shall be uploaded prior to going on days off.

- **Officers with take home vehicles who have to transfer videos at the end** of shift, can dock their BWC at police operations ensuring that the upload process has begun on Evidence.com. Due to the length of time that it takes for videos to upload, it is not practical for officers to monitor the upload process. If a use of force or other significant incident was recorded, officers will contact a supervisor for direction. At the beginning of their next shift, officers will retrieve their BCW or ICV and confirm the upload process was completed. If the process did not complete, they will restart the upload process immediately at the beginning of their shift.
- **Officers shall not access BWC, ICV, or evidence.com from non-**departmental issued personal devices. BWC recordings are not to be uploaded or downloaded anywhere other than an authorized TPD infrastructure or vehicle.
- **The ICV system will automatically upload completed recordings to the** DEMS.
- **If an officer is incapacitated or involved in a serious use of force and /or** is suspected of wrongdoing that requires the immediate relinquishment of the officer's police authority, the officer's supervisor should take physical control of the BWC and will be responsible for uploading the data. The supervisor will take custody of the BWC out of public view. The supervisor will also ensure that the ICV recording is ended at the conclusion of the incident.
- **Officers shall follow protocols to apply related incident numbers, tags,** and retention categories to each video.

13) Document Use of the BWC and ICV

Officers shall document in their police reports that they operated a BWC and the existence of ICV video related to the incident. In situations where no police report is written, (1) it will be assumed a BWC and/or ICV video was taken during the incident, and (2) officers shall indicate the existence of a related BWC or ICV video through CAD incident disposition. In the case where a BWC or ICV video was not taken, officers shall indicate through CAD or a police report why they did not activate their BWC or ICV.

14) Video Not a Substitute for Report

An incident captured on the BWC or ICV is not a substitute for a complete and thorough written police report. Officers must write a police report, if the situation requires, and may not use the BWC or ICV as a substitute for, or basis to abbreviate, their documentation of the incident.

15) Report Problems

Officers shall promptly report to the supervisor and/or computer support technician any problems they may encounter with the BWC or ICV or either's operation.

Additionally, Officers should notify the BWC and ICV project manager explaining the problem.

16) Use of Spare Camera
Officers using a spare BWC will contact the desk officer for proper BWC re-assignment and notify their supervisor.

17) Supervisor Responsibilities
Supervisors should regularly review the Digital Evidence Management System (DEMS), currently Axon Evidence (Evidence.com), to ensure their assigned personnel have included with their uploads the associated incident number and Retention Category tags.

18) Investigations Bureau
BWCs can be a valuable tool to assist detectives and other non-uniformed personnel assigned to the Investigations Bureau in their investigative duties, however the unique nature of an Investigator's work may not make BWC use feasible, advisable, or beneficial at every phase of an investigation. This policy will outline both the mandatory uses of a BWC and the discretionary uses of the BWC.

A BWC MUST be worn and used in the following circumstances:

- **Operations- such as residential search warrants, arrest operations, or in** other events where the operations order requires the use of BWCs. Parameters for body camera use, to include timing of activation and deactivation, shall be explicitly addressed in an operations order. Any planned non-use must be approved by the Division Commander or designee.
- **Court Order Service**
- **Sex Offender Verifications**
- **Temporary Uniformed Assignment- Personnel normally assigned to** plain-clothes assignments who work temporarily in a uniformed capacity, such as overtime, off-duty, or department ordered uniformed assignment, shall be subject to all BWC and ICV use procedures governing uniformed personnel for the duration of the uniformed assignment; and
- **Transports of persons to a jail or correctional facility.**
- **In all circumstances required by law, this procedure, and/or as directed by a supervisor**.

The use of body-worn cameras shall be *discretionary* during routine investigative tasks and contacts, including, but not limited to:

- **Surveillance**
- **Subject interviews**
- **Investigative contacts**

- **Reviewing evidence**
- **Interactions with informants**
- **Other general casework**

Officers engaged in a permissible investigative task where they are not required to wear a BWC under this policy, and are required to engage in enforcement activity or respond to a call to service, shall not be required to deploy a BWC unless one is available to them and safe to deploy.

Detectives and investigative personnel must carefully consider all factors present in an investigation or specific task when determining whether to deploy or activate a BWC. These factors include:

- **Anticipated contact with hostile subjects**
- **The need to capture fleeting video and/or audio evidence**
- **The need to capture the process of a search**
- **The likelihood of a custodial interrogation where other recording options** are not available
- **Any other time capturing an event on the camera would be helpful**

19) Crime Scene Examination

The Forensics Section is responsible for capturing video, still images, and scans of major crime scenes. Officers are not expected to use BWC or ICV to gather evidence for the Forensics Section.

20) Emergency Response

Nothing in this procedure shall prevent detectives or other non-uniformed investigations personnel from responding to a perceived emergency when a BWC is not immediately available. Personnel shall not be disciplined for responding in good-faith to a perceived emergency without first retrieving or activating a BWC when one is not immediately available.

C) **Unauthorized Use of BWC and ICV**

All employees of the Tacoma Police Department, including commissioned officers and civilian personnel, shall abide by the policies and procedures related to BWCs and ICV as set forth in this policy.

Employees of the Department are prohibited from surreptitiously recording any other employee of the Department or any other person.

1) Employees may not use BWCs or ICV for non-work related purposes or otherwise operate the BWC or ICV outside their legitimate law enforcement duties.

2) All BWC and ICV videos are the property of the Tacoma Police Department. Dissemination outside of the agency is strictly prohibited, except as required by law and pursuant to the provisions of Tacoma Police Department policy. Employees are prohibited from accessing the Digital Evidence Management System except for legitimate law enforcement purposes, including authorized review as described in this policy, or otherwise for work related to their job assignment.
3) Employees are prohibited from accessing the cloud storage site Evidence.com except for legitimate law enforcement purposes, including authorized review as described in subsection—Review of Body Camera Video, of this policy, or otherwise for work related to their job assignment. Any employee who accesses video in the Evidence.com system should provide a note in the system documenting their reason for video review.

D) **Downloading of Videos**

The only personnel allowed to download videos will be the public disclosure specialists, BWC/ICV supervisors and Administrators, Criminal Investigations Division, selected training staff, Internal Affairs, and specially trained department employees. Video downloads will only be done for law enforcement purposes and/or public records requests.

If any downloads are needed from anyone not listed above, a request will be sent to a public disclosure support specialist.

E) **Operation and Oversight of the BWC and ICV Program**

Operation and oversight of the BWC and ICV program is the responsibility of the Administrative Support Bureau and the BWC and ICV supervisor.

F) **Review of the BWC and ICV Program**

The BWC and ICV program shall be subject to ongoing review and evaluation by the Tacoma Police Department. The Chief of Police shall designate a committee to serve on a BWC and ICV Review Board (Review Board), which shall convene annually, to review the BWC and ICV program and the BWC and ICV policy and to make recommendations for the Chief's consideration. The committee shall include representatives from department BWC and ICV project manager, computer support technician, public disclosure specialist, department administrative support specialist, Training, Investigations, Patrol, accreditation, the collective bargaining units, and members from the Community's Police Advisory Committee. A report documenting any changes made to the program should be provided to all parties to the Review Board.

G) **Review of BWC & ICV Video**

Officers may view their own BWC and ICV at any time in accordance with this policy.

1) Recordings may be reviewed by individuals other than the recording officer in any of the following situations:
    - **By officers prior to completing their police reports or providing a** statement pursuant to an internal affairs or outside investigation, subject to the following:
        a) All officers in an internal affairs investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to an internal affairs investigation.
        b) Involved and witness officers in a deadly force investigation will be provided with and allowed to review relevant BWC and ICV footage prior to any interview or answering any questions. The BWC and ICV footage viewed by the involved and witness officer(s) should show actions, items or other relevant factors the officer could have seen from their vantage point and that could have been used in making a determination to use deadly force against an individual or individuals.
        c) In the event there is a dispute over which BWC or ICV footage should be viewed by the involved or witness officer(s), the legal or bargaining representative of the officer, the lead deadly force investigator, and the prosecutor or their designee may consult with one another prior to the officer making a determination about providing a statement.
        d) The BWC/ICV supervisor will lock any involved or witness officer's ability to view BWC and ICV video of these incidents pending notification from an authorized investigative supervisor.
    - **By any supervisor conducting a Blue Team administrative review.** Review of BWC and ICV video shall be related to the specific complaint (s) and not used as the basis to randomly search for other possible violations. Discovery of other allegations during this review shall require the supervisor to articulate the purpose of expanding the scope of the review. Inadvertent discovery of policy violations noted during this review but not mentioned in the complaint shall be addressed at the lowest reasonable non-disciplinary or disciplinary level, subject to collectively bargained disciplinary standards. Where appropriate, the Department will use retraining and non-disciplinary corrective action to address minor policy or performance issues, including unintentional violations of this BWC/ICV policy. Any disagreements about the processing of these violations shall be handled between the Chief's office and the collective bargaining unit's president or representative. While conducting an administrative review supervisors shall mark the beginning and ending of the video of the alleged complaint or use of force review prior to submitting it up the chain of command.
    - **By the Use of Force Review Board**
    - **By a supervisor investigating a specific act of officer conduct alleged in a** complaint of misconduct. Review of video shall be related to the specific

complaint and not used as the basis to randomly search for other possible violations. Supervisors are authorized to review recordings to investigate the merits of a specific complaint prior to a formal complaint being filed. If appropriate the supervisor may allow the complaining party to review the footage with the supervisor as a means of addressing the concerns without a formal complaint being taken.

- **By technical support staff for purposes of assessing proper functioning** of body worn cameras.
- **By the City and County Prosecutors.**
- **By an Internal Affairs investigator who is participating in an official IA** investigation investigating a specific act of officer conduct alleged in a complaint of misconduct. Review of video shall be related to the specific complaint and not used as the basis to randomly search for other possible violations.
- **By a department investigator, or officer with the approval of a** supervisor**,** who is participating in a criminal investigation providing the requested recording is specific to that investigation.
- **By legal counsel and/or union representation representing an officer in a** critical incident prior to providing a statement pursuant to an administrative inquiry.
- **Training – Recordings may be reviewed for training purposes. Prior to** any recordings being used for training purposes all involved officers will be notified. If an involved officer objects to showing a recording, their objection will be submitted to the Training Director to determine if the training value outweighs the officer's objection. Inadvertent discovery of minor policy violations shall not be the basis of disciplinary action.
- **By an employee's legal representative and/or bargaining unit** representative who is involved in representing the employee in an administrative investigation or a criminal investigation.
- **By the City's legal representative and/or bargaining unit representative** who is involved in representing the City in an official matter, such as an administrative investigation, a lawsuit, or a criminal investigation.
- **Pursuant to a subpoena or public records request.**
- **Specific acts showcasing the Department that reflect positively on TPD**, may be of interest to the public, and are to be made available to the media upon approval of the Chief of Police or designee.
- **BWCs or ICV may not be randomly reviewed for any reason.**
- **The Tacoma Police Department acknowledges that video recordings** provide only a two dimensional perspective with limited vantage points of an incident. Consequently, no department member will ever rely solely upon the review of video recordings as the basis for discipline against an officer. Instead, the department shall review and consider all available evidence

(including witness statements, officer interviews, forensic analysis, documentary evidence, etc.), prior to imposing discipline against an officer.

GPS Associated with BWC and ICV. Location Tracking Technologies ("LTT") are available with the BWC and ICV, LTT will not be randomly reviewed or used for disciplinary purposes, but may be used for operational reasons for the purpose of officer safety, public safety, or efficient deployment of resources. Use of LTT will be consistent with TPD policy on LTT.

H) **Retention of BWC and ICV Videos**

1) General
Videos related to officer-involved shootings critical incidents, homicides, sexual assaults, and cases in which TPD has received a notice to preserve evidence shall be retained in Evidence.com until all trial and appellate litigation has been completed. The designated project manager shall be responsible for retention and coordination with the City of Tacoma Office of Public Records regarding video of the incidents listed above. Videos related to unsolved critical incidents, homicides, and sexual assaults shall be kept consistent with the department policy for records retention.

2) Videos related to internal affairs investigations shall be transferred to a format compatible with Blue Team and made part of the file. The videos will be retained in accordance with the Washington State Records Retention Schedule.

3) All other body worn camera videos shall be retained in Evidence.com for 12 months, then deleted.

4) Videos redacted for a public disclosure request shall be retained for 24 months after the request and then deleted. Videos redacted for a public disclosure request are the responsibility of the City of Tacoma Public Records Office.

5) Inadvertent/Accidental Activation
An officer may inadvertently/accidentally record themselves or others. These particular inadvertent/accidental recordings typically do not meet the statutory definition of a public record (as described in RCW 40.14.010) because they are not made "in connection with the transaction of public business" and as such may be deleted.
In the event of an accidental activation of the BWC or ICV where the resulting recording is of not perceived investigative or evidentiary value, the recording employee may request that the BWC or ICV video in question be deleted forthwith by submitting a written memorandum, by email, including the date and time of the inadvertent/accidental recording through their chain of command to the Bureau Commander or designee. The Bureau Commander shall approve or deny the request and forward the decision to the BWC and ICV project manager for deletion. Records

of deletions should be kept on file in accordance with RCW 40.14.070 as identified in WA SOS Records Management Advice.

6) Video tampering.
   - **Employees shall not intentionally tamper with, alter, or delete BWC or** ICV video. Exception: This does not apply to personnel tasked with system maintenance who purge videos under established guidelines.
   - **Intentional tampering, alteration, or deletion of BWC or ICV video is** grounds for appropriate disciplinary action.

I) **Release of BWC Video or ICV**

1) For Criminal Justice Purposes
   BWC or ICV footage may be accessed for criminal discovery purposes directly by prosecutors, whose offices shall have an account through Evidence.com. Prosecutors will be able to locate the existence of a BWC video or ICV by its reference in the police report and/or CAD report, and may search for videos related to pending cases by inputting the law enforcement incident report number into Evidence.com. Discovery of BWC videos and ICV to the defense bar shall be made through the prosecutor.
2) To the Public
   BWC videos and ICV will be made available to the public through public records requests pursuant to Chapter 42.56 RCW. Public records requests for BWC videos and ICV may be directed to the City Clerk's Office or to the Tacoma Police Department and will be processed by the Public Disclosure Police Administrative Specialist. Prior to release, BWC videos or ICV will be reviewed and redacted by a Public Disclosure Specialist Redactions consistent with statutory exemptions under Washington law, including the following:
   - **The image of any witness who expresses safety concerns or who requests** that their identity not be disclosed;
   - **The image of domestic violence, sexual assault, trafficking or stalking** victims;
   - **Child victims, child witnesses and juveniles in the court system;**
   - **Persons experiencing a medical emergency or receiving medical** treatment**;**
   - **Images that are highly offensive to a reasonable person, such as images of** deceased or seriously injured persons;
   - **Persons with apparent mental illness in crisis or who are detained for a** mental health evaluation; or
   - **The image of anything which reveals personal identifying information.**
3) The Chief of Police retains the discretion, on a case-by-case basis, to release BWC or ICV video or make it available for review, outside of the Public Disclosure Request process, to other City officials or members of the community, of any incident if they deem it is in the public interest to do so. Before release in these circumstances, the

Department will redact irrelevant information or information not subject to public disclosure under Washington law.

The Chief of Police should consider the following when making the decision to release or make available for viewing any BWC or ICV footage:

- **The nature of the incident and the severity of an incident and whether it** took place in a public or private location
- **Whether releasing or viewing the video will help to build public trust** by facilitating transparency
- **Whether the video can be sufficiently redacted to protect the privacy** of juveniles, victims, witnesses and other individuals with a reasonable expectation of privacy.
- **Whether the release and/or viewing of the video would interfere with** any ongoing criminal or internal administrative investigation, what evidentiary value the video has related to future criminal proceedings or where it could jeopardize any administrative investigation or criminal prosecution.

In all cases where releasing or reviewing the BWC or ICV footage, the Chief of Police, will exhaust reasonable efforts to notify and/or consult with the Collective Bargaining Unit of the Officers involved in the incident prior to releasing or viewing the video.

4) The Public Disclosure Police Administrative Specialist may provide third party notification to allow any person whose privacy may be impacted by the release of a BWC video or ICV time to file a petition for injunctive relief.

5) Citizens shall not be allowed to view BWC or ICV recordings except in the instances listed above.

6) Officer Involved Shooting/In-Custody Death Cases. After receiving a Public Records Request, it is the Department's intent to release BWC video or ICV related to an officer involved shooting or in-custody death only after the involved officer(s) have been interviewed by independent investigators. The Chief reserves the right to further delay the release depending on investigative need or for the best interests of the parties involved or the City; provided, the City shall comply with the Public Records Act.

Executed this 5th day of February, 2024.

City of Tacoma
A Municipal Organization

DocuSigned by:
Elizabeth Pauli 02/05/2024
04DC6935E7F348B...
City Manager

DocuSigned by:
Shelby Fritz 02/05/2024
24BC3A4F74E44A5...
Human Resources Director

DocuSigned by:
Andy Cherullo 02/02/2024
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Finance Director

Approved as to form:

DocuSigned by:
Chris Bacha 01/31/2024
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City Attorney

Attest:

DocuSigned by:
02/05/2024
781CF9E994B043B...
City Clerk

Tacoma Police Union, Local 6, I.U.P.A.

DocuSigned by:
Henry Betts #098 01/31/2024
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President

DocuSigned by:
Randy Frisbie 01/31/2024
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Vice-President