

**LETTER OF AGREEMENT**  
**By and Between**  
**City of Tacoma**  
**and**  
**Tacoma Police Union Local #6, I.U.P.A.**

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**RESOLUTION OF UNION OCTOBER 25, 2017, UNFAIR LABOR PRACTICE**  
**COMPLAINT**

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

WHEREAS, the City and the Union are signatory to a January 1, 2017, through December 31, 2019 collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by the Union;

WHEREAS, the City made a change to the standby schedule for members of the bargaining unit working as Detectives in the Criminal Investigations Division (CID);

WHEREAS, the Union filed an unfair labor practice complaint (ULP), on September 28, 2017, and then an amended complaint on October 25, 2017, alleging that the change to the standby schedule for members of the bargaining unit working as Detectives in the CID violated the Public Employees Collective Bargaining Act (PECBA);

WHEREAS, the City then rescinded the change;

WHEREAS, the City denied that the change to the standby schedule for members of the bargaining unit working as Detectives in the CID violated the PECBA; and

WHEREAS, the City and the Union wish to resolve the ULP and are entering into this LOA to set out the terms of their agreement for resolving the ULP; it is therefore:

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. The City will reduce the number of standby hours for those detectives assigned to the Homicide Unit. The City does not intend to make any changes to detectives' standby hours in Units outside the Homicide Unit.

2. The City recognizes that the reduction described in Paragraph (1) above could potentially affect operational readiness and effectiveness, and therefore reserves the right to revert back to the current standby rotation.

3. The provisions of this LOA do not alter or waive the Union's collective bargaining rights. In the event the City contemplates making further changes to the standby schedule, the City will comply with its obligations under RCW 41.56.

4. Any bargaining unit employee assigned to the Homicide Unit will receive an application rate of five percent (5.0%). 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 (5.0%) application rate for those hours so assigned.

5. Upon final execution of this agreement, the Union will withdraw the October 25, 2017 ULP.

6. This is the resolution of a disputed matter and the execution of this Agreement shall not constitute an admission of liability by either party hereto.

7. This Agreement shall become effective upon ratification by the Parties and the signature by the last Party required to sign the LOA, and shall remain in full force and effect for the term of the 2017-2019 collective bargaining agreement between the Parties.

8. Nothing in this LOA is intended to be used as a precedent with respect to any other divisions or departments of the City nor by other employees represented by this Union or any other Union.

IN WITNESS WHEREOF, we have set our hands on the dates set forth below:

City of Tacoma

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

\_\_\_\_\_  
City Manager                      Date

\_\_\_\_\_  
President                              Date

\_\_\_\_\_  
Chief of Police                      Date

\_\_\_\_\_  
Vice-President                      Date

\_\_\_\_\_  
City Attorney                      Date

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney              Date