

**0Letter of Agreement
By and Between
CITY OF TACOMA
And
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
Effective Date: _____, 2024**

Subject: Pierce County Force Investigation Team (PCFIT) – TPD Forensics Services Supervisor

The City of Tacoma (“City”) and the Professional and Technical Employees Local 17 (PROTEC17) (“Union”), (collectively, the “Parties”) enter into this Letter of Agreement (“LOA”).

I. Background

- A. The City and Union are parties to a Collective Bargaining Agreement (“CBA”), effective January 1, 2023, to December 31, 2026.
- B. The Union represents employee(s) in the Forensics Services Supervisor classification (CSC 4209) at the Tacoma Police Department (“TPD”).
- C. Washington State law (RCW 10.114.011) requires any use of deadly force involving a Police Officer to be investigated by an independent agency. The Pierce County Force Investigation Team (“PCFIT”) was established to conduct these investigations in Pierce County and is comprised of teams of detectives, forensics, and public information officers from multiple law enforcement agencies. PCFIT operates under independent investigation processes set forth by WAC 139-12-030. In April 2021, the Washington State legislature agreed to create an Office of Independent Investigations that is expected to eventually take over this investigation work.
- D. In the fall of 2020, the TPD and peer departments in Pierce County arranged to mutually take part in PCFIT. At that time, Management notified employees (including those in Forensics Services) that it was seeking interested employees to participate in the certification process created by WAC 139-12-030 to respond to PCFIT investigations.
- E. Successful completion of the process (application and approval by a civilian panel) created by WAC 139-12-030 could result in PCFIT certification of a Forensics Services Supervisor.
- F. In October 2023, the Union contacted the City regarding ongoing implementation of the PCFIT as it relates to the Forensics Services Supervisor classification. The Parties mutually seek to clarify this issue moving forward with respect to PCFIT implementation and compensation for the Forensics Services Supervisor for taking part in PCFIT.

II. Agreement

In consideration of A-F above, the Parties agree to the following terms and conditions:

1. Retroactive to January 1, 2024, upon PCFIT certification during a calendar year, a Forensics Services Supervisor who becomes PCFIT certified will receive a lump-sum payment of seven-hundred and fifty dollars (\$750.00) for recognition of that certification (the "PCFIT Certification Payment"). At the start of a new calendar year beginning January 1, 2025, a PCFIT certified Forensics Services Supervisor will receive another PCFIT Certification Payment of seven-hundred and fifty dollars (\$750.00) if they have remained continuously certified from the previous calendar year's PCFIT Certification Payment.
2. Retroactive to November 1, 2023, a PCFIT certified Forensics Services Supervisor will receive a five percent (5.0%) application of rate ("AOR"), for all hours assigned to and worked when performing Forensics Services Supervisor duties as part of a PCFIT investigation.
3. As of the effective date of this LOA, when a certified Forensics Services Supervisor is not available, and the external PCFIT Commander has approved a waiver of PCFIT certification, a non-certified Forensics Services Supervisor may be assigned to a PCFIT investigation, and if so assigned, will receive a five percent (5.0%) AOR for all hours performing Forensics Services Supervisor duties as part of a PCFIT investigation.
4. The Parties agree that this LOA fully resolves this matter. The Union agrees that it will not file a Grievance regarding this matter, except as it deems necessary to enforce the terms of this LOA.

TPD will encourage Forensics Services Supervisors to voluntarily apply for PCFIT certification.

TPD has an obligation to provide forensic support for PCFIT investigations in the future. It is TPD's intent to continue utilizing a volunteer PCFIT certification process. TPD will encourage Forensics Services Supervisor(s) to voluntarily apply for PCFIT certification. TPD reserves the right to require qualified Forensics Services Supervisor(s) to apply for PCFIT certification, and make a good faith effort to be approved by the civilian panel.

This LOA will expire: 1) if the Office of Independent Investigations assumes accountability for use of deadly force investigations in Pierce County previously performed by PCFIT; or 2), if the PCFIT is terminated due to change of applicable Washington State law (e.g., RCW 10.114.011).

This LOA is effective after all signatories have signed below. Except as described above, this LOA is not intended to establish precedent for this bargaining unit, or any other bargaining unit or department at the City of Tacoma. This LOA shall not operate to modify any term or provision set forth in the CBA.

**For Professional and Technical Employees
Local 17 (PROTEC17):**

For the City of Tacoma:

Brent Wagar
Union Representative

Date

Elizabeth Pauli
Tacoma City Manager

Date

Avery Moore
Police Chief

Date

Shelby Fritz
Director, Human Resources

Date

Dylan Carlson
Labor Relations Division Manager

Date

APPROVED AS TO FORM

Cheryl Comer
Deputy City Attorney

Date