

2021 - 2023

**AGREEMENT
BY AND BETWEEN**

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

AND

CITY OF TACOMA

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**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 an Assistant 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 Assistant 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 Senior Labor Relations Manager or their designee, with a copy to the Chief, of its intent to submit the grievance to arbitration.

For non-disciplinary grievances and for disciplinary grievances heard by an arbitrator on or before December 31, 2021, within ten (10) working days of the Union's request to arbitrate, a representative of the Union and the Employer shall attempt to agree on a neutral arbitrator. 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 heard by an arbitrator on or after January 1, 2022, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by SSB 5055 (2021).

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 WAC296-800-130. In addition to the representatives elected or appointed under WAC296-800-130, 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:

<u>Years of Service</u>	<u>Accrued Hours Per Pay Period</u>	<u>Days of Vacation Leave</u>
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' accrual.

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. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25) percent of his sick leave accruals. An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of his 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 he/she is on vacation, and it can be established that the employee is incapacitated due to illness or injury the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will, for all purposes, be treated as though he were home solely for the reason of his illness or injury.

Section 10.3 - On-the-Job Injury On-the-job injury provisions shall be as provided in the Washington State Law Enforcement and Firefighters Retirement Act for employees hired prior to October 1, 1977. For employees hired after September 30, 1977, coverage shall be as provided in the Joint Labor Committee contract.

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 - 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.
- D. 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 10.5 - Insurance

- A. **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.
- B. **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.

- C. 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.

- D. 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.
- E. 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.
- F. 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
- G. 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.
- H. LEOFF II Retiree Medical Coverage.** The City agrees to provide that hereafter LEOFF II bargaining unit members, upon retirement, may participate in the City’s health insurance program as herein described. Further, 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 his/her 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 no longer 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.

- I. **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.

ARTICLE 11 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2021, up to and including December 31, 2023 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 Commander 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. a. For the purposes of Article 12 (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.

- b. 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.

- c. 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.

- d. 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.

- e. 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 his/her replacement came. The transferred Police Officer or Sergeant will have to wait for the next bidding process to effect his/her 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 his/her 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 Commander or his/her 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 PPO's, PPS's, and Sergeants on First, Second and Third relief will be F/S/S and M/T/W.

Days off rotation for Traffic PPO's, PPS's, 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:

- General duty and Traffic hours of work and days off are set forth above
- 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.
- 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 Commander, 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.
- 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.
- 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 Sgt 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 Commander, 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

The primary work schedule for the Administrative Support Bureau will be the 5/8 plan. Alternative work schedules may be implemented by mutual agreement of the Union and the City.

Shift and day off schedule:

Administrative Support Bureau (ASB) 0800 – 1600 hours

Days off: S/S

The primary work schedule for Special Investigations will be the 5/8 plan for Officers and Sergeants and the 4/10 plan for detectives. Upon the request of the employee, the Bureau Commander may grant authorization for the employee to switch schedules on a case by case basis.

Hours and days off for 5/8 personnel will be 0900 – 1700 with S/S off. Hours and days off for 4/10 personnel will be 0800 – 1800 and F/S/S or S/S/M.

The primary work schedule for the Criminal Investigations Division (Property and Person Crimes Sections) 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. Upon the request of the employee the Bureau Commander may grant authorization for the employee to switch schedules on a case by case basis.

For CID, the 4/10 schedule days off will be F/S/S or S/S/M. Days off for detectives on the 5/8 schedule will continue to be S/S. . 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 Commander 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.

Assignment of Detective 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.

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

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.

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 City and the Union.

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 employer, 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 - 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:

- 1. On or after 1200 hours but before 1800 hours will receive the swing shift application of rate.
- 2. On or after 1800 hours but before 0430 hours will receive the night shift application of rate.
- 3. On or after 0430 hours but before 1200 hours will not receive an application of rate.
- 4. 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 his/her regular shift to another shift to complete some work that was begun on his/her regular shift but could not be completed before the end of his/her regular shift (e.g., finish a report resulting from a contact occurring during his/her regular shift, processing an arrest made during his/her regular shift, etc.). Either volunteering to work or being ordered to work on another shift for any other purpose, including covering a staffing shortage, is not a "shift extension."

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.

Such compensatory time may be accrued up to a maximum bank of two hundred forty (240) hours. Overtime earned which would place the employee above the maximum accrual of two hundred forty (240) hours shall be paid in cash. For employees hired on or before December 31, 2011, such bank of compensatory time may be carried over from year to year and may be taken in 0.1 hour increments. For employees hired on or after January 1, 2012 such bank of compensatory time may be taken in 0.1 hour increments; said employees may each carry over up to forty (40) hours of compensatory time from one calendar year to the next calendar year, and the remainder of the employee's compensatory time banked during a calendar year will be cashed out at the end of each calendar year. 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.

Effective January 1, 2022, 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.

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 Testimony Interviews for civil/criminal cases and telephonic testimony arising from an officer's actions as a City employee will be compensated in the following manner:

- A. Telephone Interviews and/or Telephonic Testimony - Civil/criminal interviews conducted and/or testimony taken via telephone 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. Overtime will not be allowed for a telephone call made to an employee by a member of this department or other City employee to inquire about department business, or to advise the employee of City or department matters.
- 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.

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 Commander (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.

1. 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.
2. The discretion to exceed the established percentages for granted time off rests with the Bureau Commander (or designee).
3. 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 Request for first choice vacation periods must be submitted with the shift bid pursuant to Article 12B.1a. 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. 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.

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 Commander (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:

1. Holidays and compensatory time off will be granted on departmental seniority regardless of the kind or amount of leave requested.
2. 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 Commander.
 - Independence Day
 - Thanksgiving Day
 - Christmas Day
- C. Standby – An employee assigned to standby on a holiday by the Bureau Commander 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 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 Performance Management Documents Final performance evaluation documents will be retained in an employee's personnel file for six (6) years past the date the employee separates from employment, in accordance with the Secretary of State's retention schedule. Final performance evaluation documents do not include supervisor's notes and quarterly coaching documents used to create the final performance evaluation. Supervisor notes and quarterly coaching documents 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. It is agreed that 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.

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 his 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

The application of the Family Medical Leave shall be in compliance with Federal and State law.

The Family Medical Leave Act allows eligible employees to take job protected, unpaid leave, or to substitute appropriate leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any twelve months because of the birth of a child and to care for the newborn child, because of the placement of the child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition, or because the employee's own health condition makes the employee unable to perform the functions of his or her job. In certain cases leave may be taken on an intermittent basis rather than all at once, or the employee may work on a part-time schedule.

Section 22.3 - FMLA Paid Leave

Under certain circumstances an employee may utilize sick leave as part of his/her FMLA leave. Paid sick leave will be taken in accordance with the City's requirements on the use of sick leave, except the current Tacoma Police Department practice regarding the option of using unpaid leave will continue. An employee may also utilize accrued vacation, holiday and compensatory time as part of his/her FMLA leave.

Section 22.4 – Washington Paid Family Medical Leave

Washington Paid Family Medical Leave will be administered in accordance with City policy.

ARTICLE 23 - SPECIAL PROVISIONS

Section 23.1

- A. **Clothing and Cleaning Allowance** - 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 The City shall furnish all motorcycle riding equipment to officers assigned to motorcycle duty when assignment exceeds thirty (30) days.

Section 23.3 – Police Training Officer A Police Officer shall receive an application of rate of five (5) percent of his/her base rate of pay for those hours engaged in training as a Police Training Officer. Police Officers and Patrol Specialists assigned field training officer duties shall be engaged in actual field training assignments no more than six months per year and no more than two consecutive months. At the request of an PTO or PPS, or in the case of emergency shortage of PTO's or PPS', they may engage in actual field training assignments more than six months per year or more than two consecutive months.

Section 23.4 - Patrol Specialist and Specialist Sergeant A Police Officer assigned as a Patrol Specialist shall receive an application rate of five (5) percent above the top step rate of Police Officer.

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 23.5 - Bomb Technician An employee assigned as Bomb Technician shall receive an application of rate of five (5) percent above his/her regular rate for those hours so assigned.

Section 23.6 - K-9 An employee assigned to the K-9 unit shall receive an application of rate of five (5) percent above his/her 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 23.7 Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

Section 23.8 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 23.9 The City shall comply with the provisions of Section 1.12.137 of the Compensation Plan pertaining to shooting pay. Union members who attend and satisfactorily complete spring and fall 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 spring and fall training, as scheduled by Departmental Special Order, unless excused by their Division Commander for exigent circumstances.

Section 23.10 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 23.11 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 23.12 - Union Privileges 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.

Section 23.13 - Standby Pay Employees in classifications covered by Appendix A required by a Bureau Commander 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.

Section 23.14 - Shift Incentive

- A. An employee assigned to work second relief shall receive an application of rate of three (3) percent above his/her 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 his/her 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 23.15 – HEAT Team An employee assigned to the HEAT Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.16 - SWAT Team An employee assigned to the SWAT Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.17 - 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 23.18 - 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 23.19 – Motorcycle Officers An employee assigned as a Motorcycle Officer shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.20 – Search and Rescue An employee assigned to the Search and Rescue Team shall receive an applied rate of five percent (5%) above his/her regular hourly rate for those hours so assigned.

Section 23.21 – 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 23.22 – Bilingual 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 (2) percent above his/her base pay according to the terms and conditions of a Bilingual Pay Program established by management.

Section 23.23 - 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 his or her base hourly wage for those hours so assigned.

Section 23.24 – 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 military service. Evidence of a degree and/or military service shall be required.

Section 23.25 – Homicide Unit Work Any bargaining unit employee assigned to the Homicide Unit will receive an application of 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 of rate for those hours so assigned.

Section 23.26 – 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 - LONGEVITY PAY

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

- (a) From 5 through 9 years aggregate service as a uniformed employee - 2% per month of monthly rate.
- (b) From 10 through 14 years aggregate service as a uniformed employee – 4% per month of monthly rate.
- (c) From 15 through 19 years aggregate service as a uniformed employee – 6% per month of monthly rate.
- (d) 20 years or more aggregate service as a uniformed employee – 8% per month of monthly rate.

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

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 him/her 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.

1. 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.
2. 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.
3. Upon request by the employee, he/she 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 are appropriate shall be handled and documented by the immediate supervisor. Counseling 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 personnel file regarding the reprimand.

Section 30.4 - Bureau Written Reprimands

1. 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.
2. 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

1. An incident determined to be appropriate for a departmental written reprimand will be reviewed by the bureau command staff and approved by the Bureau Commander prior to placement of the reprimand in the employee's official personnel file.
2. 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

1. 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.
2. If a supervisor begins an interview and learns of information that may result in discipline resulting in economic sanctions, he/she will immediately terminate the interview.
3. The supervisor will document their actions and submit the investigation to the Bureau chain of command. The Bureau Commander 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.
4. A Forty-eight (48) Hour Notice is hereby defined as a written notice given to an employee when he/she is 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.
5. **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.

1. 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.
2. 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.
3. The employee shall be allowed the right to have a union representative and/or an attorney present during the interview.

Section 30.8 - Interviews

1. 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.
2. The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies.
3. 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 he is 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."

4. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
5. 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.
6. 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.
7. 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.
8. 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:

1. 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 him/her and/or whose statements will be used against him/her.
2. This obligation shall continue after the charges have been filed against the employee.

Section 30.11 - 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:

1. The investigator shall notify the employee of the criminal nature of the investigation;
2. 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.

Section 30.12 - Polygraph Tests

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

Section 30.13 - Use of Deadly Force Situations

1. 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. The parties agree to continue the past practice with respect to the timing of when an oral or written statement about the use of force is compelled. 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.
2. Psychologist Referrals
 - A. Employees directly involved in the use of deadly force shall be required to consult with the Department psychologist.
 - B. Employees directly involved in the use of deadly force against animals may be required by the department to consult with the Department psychologist.

- C. The employee directly involved in the use of deadly force will be placed on administrative leave for up to fourteen (14) calendar days.. If released to return to duty, the employee may elect to return to work at anytime during the administrative leave.
- D. During the administrative leave the employee will schedule any follow up appointments with psychologists, doctors and/or any other assistance that he/she may require.
- E. The administrative leave, set forth above in Subsection C, is required only for the employee(s) actually applying the deadly force, not for other employees who may be involved or witness the incident.
- F. The employee may utilize appropriate leave, including workers' compensation, sick leave, compensatory time or vacation, if he/she is not released to return to duty by the psychologist at the end of the administrative leave or if he/she disagrees with the psychologist's recommendation to return to duty.
- G. 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 30.14 - 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.

ARTICLE 31 - WORK FOR THE PUBLIC ASSEMBLY FACILITIES DEPARTMENT (PAF)

Utilization of police bargaining unit personnel by the Public Assembly Facilities Department shall be as follows:

- A. Staffing levels at the Tacoma Dome events shall be set by the Public Assembly Facilities 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 PAF 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, he/she shall receive four (4) hours minimum pay,
 2. when an officer is sent home by PAF management due to lack of work he/she shall receive the four (4) hour minimum, and
 3. when an officer elects to leave, due to lack of work as determined by PAF management, he/she shall receive pay for the hours actually worked.
- D. The PAF 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 the Pierce County Sheriff's Department, the City of Puyallup Police Department or 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 \$25,000 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 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.
 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 – VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

Section 35.1 - VEBA Program Parameters:

- A. Beginning January 1, 2022, 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 of five hundred dollars (\$500.00) per month 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. The intent of this voluntary retirement program is for service retirement only. Employees who are receiving long term disability, (L&I) or are on medical layoff/retirement are disqualified from receiving this incentive. If at any time during the retirement program payment term a recipient begins receiving L&I the incentives under this program will cease.
- E. An employee applying for the voluntary retirement program must be eligible to retire under the LEOFF Plan 2 and must not have already filed for retirement prior to the announcement of the program. Additionally, 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. For the purpose of clarifying the parties' understanding regarding this section, any application for a voluntary retirement benefit made prior to the effective date of this Agreement will not render any bargaining unit member ineligible for this program.

- 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 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.
- I. At any given time that the collective cost of the VEBA retirement program exceeds 1.5% of base wages annualized, up to 0.75% from the Union and up to 0.75% 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 1.5%. Starting in 2016, if the annual cost of the VEBA program, including all retirees from previous years who are still receiving the VEBA contribution, is less than the first 0.75% from the Union, the percentage that is not needed will be reduced by that amount from the Union's 0.75% in the following year accordingly. The calculation will be provided by December 31st of the current year, after the deadline to apply for this retirement incentive program, December 1st of the current year, unless otherwise agreed to by the parties.
- J. 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.
- K. 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.
- L. 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.
- M. 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 his/her 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.
- N. Enrollees will sign an agreement that outlines the parameters, eligibility and terms of the retirement program.

- O. 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.

APPENDIX A
TACOMA POLICE UNION LOCAL #6
 Bargaining Unit

1. 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.
2. 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).

The Parties consider Bellevue as an “other factor” relevant to the market.

- A. Retroactive to January 1, 2021, the base wage rates shall be increased by six and one-tenth percent (6.1%), 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, 2021. The following table reflects this increase before the three-quarters of one percent (0.75%) of the bargaining units’ salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 35 of this Agreement:

Code	A	Job Title	1	2	3	4	5	6
42020		Police Officer	35.82	40.90	42.88	44.98	47.18	49.51
42040		Police Sergeant	57.00	59.85				
42070		Police Detective	51.81	54.41				

B. Retroactive to January 1, 2022, the base wage rates shall be increased by seven and one-tenth percent (7.1%), 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, 2022. 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:

Code	A	Job Title	1	2	3	4	5	6
42020		Police Officer	38.36	43.80	45.92	48.17	50.53	53.03
42040		Police Sergeant	61.05	64.10				
42070		Police Detective	55.49	58.27				

C. The parties agree that as of January 1, 2023, the 2022 base wage rates shall be increased by the amount resulting from the calculation above.

3. Longevity pay will be determined as set forth in Article 26 of this agreement.
4. Deferred Compensation: The City will match an employee's deferred compensation contribution to a maximum City contribution of one hundred and ninety-two dollars (\$192) per pay period. Effective January 1, 2022, the City will match an employee's deferred compensation contribution to a maximum City contribution of two hundred and eleven dollars (\$211) per pay period.

**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

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

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 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 city 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) Courses taken on an audit basis are not eligible for tuition reimbursement.
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. Exclusions:
 - a. The tuition reimbursement policy does not apply to: non-credit, non-graded workshops, seminars or courses; credit courses taken on an audit basis; career assessment courses.

B. ELIGIBILITY

1. Tuition reimbursement is available to any full-time permanent Tacoma Police Union Local #6 member. Tuition reimbursement is not available for first hire probationary Tacoma Police Officers hired on or after 1-1-98 or Police Officer Recruits.
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 is not eligible for tuition reimbursement.

C. APPROVAL

1. Application for tuition reimbursement requires approval by the Support Services Division Commander or designee.
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.

D. 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.
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 from 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 member is not eligible for reimbursement from the City.

4. Should a member enrolled in a course approved for reimbursement be forced to withdraw 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)	\$1,500 Individual
	\$500 Family (waived for office visits)	\$3,000 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 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: Generic: \$5 Max Brand - Formulary: \$35 Max Brand - Non-Formulary: \$60 Max Specialty - Formulary: \$75 Max Specialty - Non-Formulary: \$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		HDHP/HSA Preferred Network/Participating Network/ Out of Network	
HSA IRS Annual Contribution Limits	N/A	\$3,600/\$7,200* (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)	<u>Inpatient:</u> covered under Hospital Services <u>Outpatient:</u> \$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:

2022 Wellness Incentive Requirements

Goal: 25,000 points

Activity

Take 1,000 steps in a day (daily) = 10 points

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) = 50 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 (1x monthly) = 150 points

Complete a Journey step (1x daily) = 20 points

My Care Checklist

N/A

Nutrition

Browse healthy recipes (daily) = 10 points

Daily Calorie tracking (daily) = 20 points

Favorite a recipe (weekly) = 10 points

Add a recipe to grocery list (weekly) = 10 points

Track calories 10 days in a month (monthly) = 200 points
Track calories 20 days in a month (monthly) = 300 points
Choose your eating type (quarterly) = 250 points
Connect calorie tracker (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

N/A

Sleep

Track sleep manually (daily) = 10 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 (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

2023 Wellness Incentive Requirements

Goal: 25,000 points

Changes indicated in red

Activity

Take 1,000 steps in a day (daily) = 10 points

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

Addendum A

TACOMA POLICE DEPARTMENT PROCEDURES MANUAL

06/2020 (n)

BODY WORN CAMERAS

Body worn cameras (BWC) are a valuable tool for promoting transparency in law enforcement by recording citizen contact with police officers. The Tacoma Police Department (TPD) uses body worn cameras to contemporaneously and objectively document citizen contacts. Video footage produced by body worn cameras 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.

It is the policy of the Tacoma Police Department that commissioned personnel working in a patrol function shall wear body worn cameras to record their encounters on duty.

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 turns on the body worn camera and causes it to record or to store audio and video data.
- 3) Body Worn Camera
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) Body Worn Camera Videos
Recorded media consisting of audio-video signals recorded and digitally stored on a storage device or portable media.
- 5) Labeling of Video

Marking a video with the incident (ID) number and category.

- 6) Evidence.com
A cloud based data warehouse where body worn camera video footage is stored and retained.
- 7) Involved Officer
Any officer who used or directed the use of deadly force.
- 8) 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.
- 9) 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](#).
- 10) Body Worn Video Review Team
A unit within the City of Tacoma Public Records Office comprised of Public Disclosure Video Review Analysts trained in the retention, redaction, and release of Body Worn Camera videos. Assigned personnel are responsible for the retention, redaction, release, and deletion in accordance with applicable records retention and public records disclosure laws. Recordings shall be retained for a period consistent with the requirements outlined by applicable records retention schedule. Public Disclosure Video Review Analysts will have a working knowledge of the methods and procedures related to the duplication, storage and retrieval of body worn camera videos.
- 11) Witness Officer
A witness officer is a TPD 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 body worn camera, officers are required to successfully complete department authorized body worn camera training. This training will include:
 - **Department Policy on BWC's**
 - **System preparation and operation**
 - **Placement of the BWC**
 - **Procedures for downloading and tagging recorded data**
 - **Scenario based exercises that replicate situations that officers may encounter**Officers shall attend refresher training on BWC's 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 functioning, he/she will be responsible for notifying his/her supervisor, documenting the equipment failure in CAD, and ensuring that the equipment is submitted to the Computer Support Technician for repair. Officers will obtain a spare BWC from their sergeant or patrol operations desk officer when their BWC is being repaired or replaced.
- 3) Requirement to Wear the Body Worn Camera
All uniformed officers assigned a body worn camera 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 camera 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 body worn cameras are not permitted.

4) Requirement to Use the Body Worn Camera

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

5) Procedures on Use of Body Worn Camera

- **Activation of the Body Worn Camera**

- a) Starting and ending the recording, when circumstances and officer safety permit:

- i. Officers shall activate the body worn camera prior to exiting the vehicle to any dispatched law enforcement activity. Nothing in this policy prohibits the officers from activating the camera earlier.
- ii. Officers shall activate the body worn camera when involved in any manner in a police pursuit, vehicle follow, fail to yield, and active police perimeter.
- iii. Officers shall activate the camera as soon as practical upon making the decision to engage in any self-initiated law enforcement activity.
- iv. Once the camera 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, officers shall turn their cameras off upon instruction from their supervisor.
- vi. Officers should record on the body worn camera reasons for turning off the body worn camera if the officer stops the recording 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.
- viii. If circumstances prevent activation at the start of an event, the officer will activate the BWC as soon as practicable.

- b) Activation Amnesty

- i. No officer will be subject to discipline for failing to activate a camera for any reason for the first month or 16 shifts, whichever occurs later, after he or she is assigned to wear a BWC. Evidence of a failure to activate a BWC during the amnesty period shall not be used or considered for performance evaluations or discipline after this amnesty period
- ii. The amnesty period will apply again anytime an officer is reassigned to an assignment without a BWC for a period of six months or more, and then returns to an assignment with a BWC.
- iii. Officers assigned to assignments without a BWC who work extra shifts on assignments with a BWC will not be subject to discipline for an unintentional failure to activate the BWC.

- 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 body worn camera. The decision to not record law enforcement activity shall be made by the officer wearing the camera 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 camera. 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 this is no requirement that an officer turn off the camera for a citizen who objects to having the interaction recorded.
 - ii. Officers shall document by written report or CAD any decision to not activate the camera or to turn off the body camera prior to the conclusion of the law enforcement activity, and their reasons for doing so.
- **Advisement – When Required**
 - a) 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.
 - i. Officers conducting traffic stops while equipped with a body worn camera 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.
 - ii. Prior to a custodial interrogation, officers shall inform arrested persons that they are being audio and video recorded with a body worn camera. This statement, along with the Miranda advisement, shall be included in the recording.
- **Deactivation of BWC – Prohibitions and Exceptions to Recording**
 - a) 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 camera until the officer's involvement in the incident has concluded. The officer should cease recording when his or her 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.
 - b) Temporary Deactivation of Audio Only. Audio recording contemporaneous with a BWC may be temporarily disabled for conversations with other officers or persons not involved with the call.
- **Recording Prohibited**

Unless specifically authorized by the chief of Police, the BWC shall not be used to record:

 - a) Anything not involved with official duties
 - b) Communications with other police personnel while not on a call
 - c) Communications with undercover officers or confidential informants
 - d) When on break or otherwise engaged in personal activities
 - e) While in a jail unless for a direct law enforcement purpose
 - f) 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)
 - g) While within the police station or substations, except when taking an in station report or placing a suspect into one of the temporary holding cells in the police station. If so, the officer should announce as he/she enters the station that he/she is recording. The officer

should turn off his/her recording after the suspect is placed and secured in the temporary holding cell. The officer should activate his/her recording each time he/she has an interaction with the suspect in the cell until the suspect is released or transported to jail

h) Any privileged conversations, such as attorney-client or labor privileged conversations

- **Discretionary Recording**

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

- a) 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
- b) 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, and cultural or religious objections to being recorded
- c) Sensitive communications such as matters of law enforcement intelligence or where the recording could hinder a criminal investigation
- d) When the officer has an articulable basis, based on the facts and circumstances of the particular situation, that recording would be unsafe

6) End of Shift Responsibilities

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

- **Officers unable to categorize body camera 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 downloaded 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 BWC 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.
- **If an officer is involved in a shooting or other serious use of force and/or is suspected of wrongdoing that requires the immediate relinquishment of the officer's police powers**, the officer's supervisor should take physical custody of the BWC and will be responsible for downloading the data. The supervisor will take custody of the BWC out of public view. When an officer uses deadly force, the investigating agency may supervise the downloading of the video.

7) Document Use of the Body Worn Camera

Officers shall document in their police reports that they operated a body worn camera. In situations where no police report is written, officers shall indicate through CAD that they operated a body camera.

8) Video Not a Substitute for, But May Supplement, a Written Report

An incident captured on the body worn camera is not a substitute for a written police report. Officers must write a police report, if the situation requires, and may use the body worn camera video to supplement their documentation of the incident.

9) Report Problems

Officers shall promptly report to supervisor and/or computer support technician any problems they may encounter with the body worn camera or its operation.

10) Use of Spare Camera

Officers using a spare camera will contact supervisor for proper camera assignment.

11) Commuting

An officer who is not in possession of their body worn camera while commuting to and from their assigned shift and is involved in law enforcement activity shall document in their police reports that they did not operate a body worn camera. In situations where no police report is written, officers shall indicate through CAD that they did not operate a body camera. This documentation should include the reason for not operating a body worn camera.

C) Unauthorized Use of Body Worn Cameras and Video

All employees of the City of Tacoma and Tacoma Police Department, including commissioned officers and civilian personnel, shall abide by the policies and procedures related to body worn cameras and body worn camera videos as set forth in this policy.

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

- 1) Employees may not use body worn cameras for non-work related purposes or otherwise operate the body worn camera outside their legitimate law enforcement duties.
- 2) All body worn camera 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.
- 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 G (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, Body Worn Camera Supervisors and Administrators, Criminal Investigations Division, selected training staff, Internal Affairs, and specially trained department employees. Video downloads will be conducted for law enforcement purposes, purposes set forth elsewhere in this procedure and/or public records requests only.

If any downloads are needed from anyone not listed above, a request will be sent through the standard public disclosure request process.

E) Operation and Oversight of the Body Worn Camera Program

Operation and oversight of the body worn camera program is the responsibility of the Administrative Support Bureau, Body Worn Camera Supervisor.

F) Review of the Body Worn Camera Program

The body worn camera 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 Body Worn Camera Review Board (BWCRB), which shall convene annually, to review the body worn camera program and the body worn camera policy and to make recommendations for the Chief's consideration. The committee shall include representatives from department BWC supervisor, computer support technician, Public Disclosure Video

Review Analyst, and department administrative support specialist, Training, Investigations, Patrol, Quartermaster, accreditation, and the collective bargaining units.

G) Review of Body Worn Camera Video

- 1) Officers may view their own body worn camera video at any time in accordance with this policy.
- 2) 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 criminal investigation, subject to the following:
 - a) All officers in any administrative investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to any administrative investigation.
 - b) Involved and witness officers in a deadly force investigation will be provided with and allowed to review relevant body worn camera footage prior to any interview or answering any questions. The body worn camera 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 body worn camera 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) BWC Supervisor or their designee will lock any involved or witness officer's ability to view body worn camera video of these incidents pending notification from an authorized investigative supervisor.
 - **By any supervisor conducting a Blue Team administrative review. Review of** 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 significant policy violations (defined as those violations that would amount to a crime, excessive force, or retaliation/discrimination/biased based policing) noted during this review but not mentioned in the complaint shall be addressed at the lowest reasonable level, subject to collectively bargained disciplinary standards. Inadvertent discovery of all other policy violations (such as rudeness or procedural violations) shall not be the basis of disciplinary action. 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.
 - **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, his/her objection will be submitted to the training Sergeant 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.
- **Body worn camera video 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. In the event GPS or other location capabilities (hereinafter “GPS”) are available with the BWC, the GPS 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.

H) Retention of Body Worn Camera Videos

1) General

Videos related to officer-involved shootings, critical incidents, homicides, serious sexual assaults, and cases in which TPD has received a notice to preserve evidence shall be retained in Evidence.com pursuant to applicable Records Retention schedules.

The TPD Records manager shall be responsible for retention and coordination with City of Tacoma Office of Public Records regarding video of incidents listed above. Videos related to unsolved 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, and then purged per applicable Records Retention Schedules.
- 4) Videos redacted for a public records request shall be retained for 24 months after the request and then deleted.
- 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 body worn camera where the resulting recording is of no perceived investigative or evidentiary value, the recording employee may request that the body camera video in question be deleted forthwith by submitting a written request, 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 or designee shall approve or deny the request and forward the decision to the TPD Records Manager for action.

6) Employees shall not intentionally tamper with, alter, or delete video.

- **Exception:** This does not apply to personnel tasked with system maintenance who purge videos under established guidelines.

I) Release of Body Worn Camera Videos

1) For Criminal Justice Purposes

Body worn camera videos 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 body camera video 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 body worn camera videos to the defense bar shall be made through the prosecutor.

2) To the Public

Body worn camera videos will be made available to the public through public records requests pursuant to Chapter 42.56 RCW. Public records requests for body worn camera videos should be processed by the City of Tacoma Public Records Office. Prior to release, videos from body worn cameras will be reviewed and redacted by the Body Worn Video Review Team and will be 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 that reveals personal identifying information.**

3) The City of Tacoma Public Records Office may provide third party notification to allow any person whose privacy may be impacted by the release of a body worn camera video time to file a petition for injunctive relief.

4) Citizens shall not be allowed to view body worn camera recordings except in the instances listed above.

5) Officer Involved Shooting/In-Custody Death Cases

After receiving a Public Records Request, it is the Department's intent to release video 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 _____ day of _____, 2022.

City of Tacoma
A Municipal Organization

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

City Manager

President

Human Resources Director

Vice-President

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk