

**Letter of Agreement
City of Tacoma
And
Tacoma Police Union
Local No. 6 I.U.P.A**

Extension and Modification of Collective Bargaining Agreement

This Letter of Agreement ("LOA") is entered into between the City of Tacoma and Tacoma Police Union Local No. 6 I.U.P.A. ("Union") (collectively "the Parties").

The parties desire to extend the January 1, 2017, through December 31, 2019 Collective Bargaining Agreement through December 31, 2020 to include a Body Worn Camera program to be implemented January 1, 2021 with a body camera policy, and completion of collective bargaining negotiations for 2020.

With the exception of Section 11 below, the remainder of the provisions of the Collective Bargaining Agreement with changes below are not retroactive and shall become effective following signature of all signatories to the agreement.

Accordingly, the January 1, 2017, through December 31, 2019 Collective Bargaining Agreement shall be amended effective as of the date this LOA is approved by the City Council, as follows:

1. Article 3 Union Membership and Dues is updated consistent with the Parties' March and December 2019 LOUs collectively addressing Impacts to Union Dues, Fees, and Long Term Disability.

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.

2. Article 4 Grievance Procedure Sections 4.1 and 4.3 is updated to include the following:

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. 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. 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 4.3 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.)

3. Article 8 Safety Standards Section 8.1 Safety Committee is updated to include the following:

ARTICLE 8 - SAFETY STANDARDS

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

4. Article 15 Hours of Work Sections 15.1 Operations Bureau and 15.9 Application Rate of Pay are updated to include the following:

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 15.9 - 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.
5. Article 16 Overtime Section 16.4 Compensatory Time is updated to include the following:

ARTICLE 16 - OVERTIME

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.

6. Article 17 Call-Outs and Court Appearances Sections 17.1 Call-out and 17.2 Court Appearances are updated to include the following:

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.

7. Article 18 Vacation, Holidays and Compensatory Time Off Scheduling Sections 18.5, 18.10, and 18.11 Divisions/Units with Mandatory Holidays are updated to include the following:

ARTICLE 18 - VACATION, HOLIDAYS AND COMPENSATORY TIME OFF SCHEDULING

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 18.10 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.

- 8. Article 20 Work Assignments Section 20.7 Temporary Time in Rank is added to include the following:

ARTICLE 20 - WORK ASSIGNMENTS

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.

- 9. Article 21 Official Notification is added to include the following:

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.

- 10. Article 23 Section 23.17 LEOFF II Long Term Disability is updated consistent with the Parties' March and December 2019 LOUs collectively addressing Impacts to Union Dues, Fees, and Long Term Disability.

ARTICLE 23 - SPECIAL PROVISIONS

Section 23.17 - LEOFF II Long Term 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 long-term disability insurance coverage selected and procured by the Union. The City will deduct from all Union members' paychecks, after taxes, the costs of the long-term disability insurance premium for the plan selected and procured by the Union and will transmit such amounts to the Union on a monthly basis.

- 11. Appendix A Wages is updated to include the following:

**APPENDIX A
TACOMA POLICE UNION LOCAL #6
Bargaining Unit**

Retroactive to January 1, 2020 all classifications shall receive an across-the-board increase of 4.0%.

12. Appendix D shall be added to include, for reference purposes only and not as part of the collective bargaining agreement, the Body Worn Camera policy as follows:

APPENDIX D

Local 6 CBA

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) TARU

Technical Assistance Response Unit (TARU), a unit within the Tacoma Police Department comprised of civilian employees, Public Disclosure Specialists trained in the operations, use and deployment of the body worn of body worn cameras and related systems. TARU personnel are responsible for the storage, retention, release, and deletion in accordance with State records retention and public records disclosure laws. Recordings shall be retained for a period consistent with the requirements outlined by state law, or TPD's own records retention schedule if more stringent. Public Disclosure Specialists will have a working knowledge of the methods and procedures related to the duplication, storage and retrieval of body worn camera videos as well as video forensics and evidentiary procedures.

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:

- a. Department policy on BWCs.
- b. System preparation and operation.
- c. Procedures for operating equipment
- d. Placement of the BWC.
- e. Procedures for downloading and tagging recorded data.
- f. Procedures for preparing and presenting digital evidence for court.
- g. Scenario based exercises that replicate situations that officers may encounter.

Officers shall attend refresher training on BWCs 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 camera 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 his/her 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 recording is stopped by the officer prior to the conclusion of the law enforcement activity.
- vii. Officers may, at their discretion, activate their BWC any time they determine it would be beneficial to capture an event or activity.
- viii. If circumstances prevent activation at the start of an event, the officer will activate the BWC as soon as practicable.

b) Activation Amnesty

- 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.
- 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.
- 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

- 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.
- 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:

1. Anything not involved with official duties.
2. Communications with other police personnel while not on a call.
3. Communications with undercover officers or confidential informants.
4. When on break or otherwise engaged in personal activities.
5. While in a jail unless for a direct law enforcement purpose.
6. 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).
7. 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, announce as you enter the station that you are recording. Turn off your recording after the suspect is placed and secured in the temporary holding cell. Activate your recording each time you have an interaction with the suspect in the cell until the suspect is released or transported to jail.
8. 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:

1. 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.
2. 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.
3. Sensitive communications such as matters of law enforcement intelligence or where the recording could hinder a criminal investigation.
4. 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, will 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 BCW 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.

C) Unauthorized Use of Body Worn Cameras and Video

All employees of the 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.

1) 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.

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 done for law enforcement purposes and/or public records requests only.

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

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.

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

F) 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 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 units president or representative.

- **By the Use of Force Review Board**
- **By a supervisor investigating a specific act of officer conduct alleged in a complaint of misconduct.** Review of video shall be related to the specific complaint and not used as the basis to randomly search for other possible violations. Supervisors are authorized to review recordings to investigate the merits of a specific complaint prior to a formal complaint being filed. If appropriate the supervisor may allow the complaining party to review the footage with the supervisor as a means of addressing the concerns without a formal complaint being taken.
- **By technical support staff for purposes of assessing proper functioning of** body worn cameras.
- **By the City and County Prosecutors.**
- **By an Internal Affairs investigator who is participating in an official IA investigation** investigating a specific act of officer conduct alleged in a complaint of misconduct. Review of video shall be related to the specific complaint and not used as the basis to randomly search for other possible violations.
- **By a department investigator, or officer with the approval of a supervisor,** who is participating in a criminal investigation providing the requested recording is specific to that investigation.
- **By legal counsel and/or union representation representing an officer in a critical incident** prior to providing a statement pursuant to an administrative inquiry.
- **Training – Recordings may be reviewed for training purposes. Prior to any recordings** being used for training purposes all involved officers will be notified. If an involved officer objects to showing a recording, his/her objection will be submitted to the training Director to determine if the training value outweighs the officer's objection. Inadvertent discovery of minor policy violations shall not be the basis of disciplinary action.
- **By an employee's legal representative and/or bargaining unit representative** who is involved in representing the employee in an administrative investigation or a criminal investigation.
- **By the City's legal representative and/or bargaining unit representative** who is involved in representing the City in an official matter, such as an administrative investigation, a lawsuit, or a criminal investigation.
- **Pursuant to a subpoena or public records request.**
- **Specific acts showcasing the Department that reflect positively on TPD,** may be of interest to the public, and are to be made available to the media upon approval of the Chief of Police or designee.
- **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.

G) 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 until all trial and appellate litigation has been completed. The TPD Investigations Bureau shall be responsible for notification to TARU under these circumstances. 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, then deleted.

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 shall approved or deny the request and forward the decision to the TARU Administrator 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.

H) 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 may be directed to the City Clerk's Office or to the Tacoma Police Department and will be processed

by the Public Disclosure Police Administrative Specialist. Prior to release, videos from body cameras will be reviewed and redacted by a Public Disclosure Specialist. Redactions 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 which reveals personal identifying information.**
- 3) The Public Disclosure Police Administrative Specialist may provide third party notification to allow any person whose privacy may be impacted by the release of a 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.

Except as modified by the above items, the existing terms and conditions of the parties' January 1, 2017, through December 31, 2019 Collective Bargaining Agreement, including Memorandums of Understanding and Letters of Agreement attached thereto, shall remain in full force and effect.

