

2021

**AGREEMENT
BY AND BETWEEN**

**TACOMA POLICE MANAGEMENT
ASSOCIATION LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit**

AND

CITY OF TACOMA

**2021
TACOMA POLICE MANAGEMENT ASSOCIATION
LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit**

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**2021
AGREEMENT
BY AND BETWEEN
THE
TACOMA POLICE MANAGEMENT ASSOCIATION
LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit
AND
CITY OF TACOMA**

THIS AGREEMENT is between the **CITY OF TACOMA** (hereinafter called the City) and **TACOMA POLICE MANAGEMENT ASSOCIATION LOCAL #26** (hereinafter called the Association) 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 Association as the exclusive collective bargaining representative.

PREAMBLE

The City and the Association 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 and City Ordinances. When any provisions of the City Charter or City Ordinances 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 Association 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 – ASSOCIATION 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 aggrieved employee and/or the Association to the attention of the other party within fifteen (15) working days of the time the grieving party first became aware of the alleged violation. An alleged violation of Article 24, Discipline, shall be submitted at Step 2 of this procedure. Working days referred to in this Article shall be defined 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 Association 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, 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,
 - a. citing the specific article and/or section and
 - b. how that article and/or section is alleged to have been violated;
3. the remedy or adjustment sought; and
4. the signature of the aggrieved employee or Association Representative.

Step 2 If the grievance is not resolved at Step 1, the Association 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 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 Association may, within fifteen (15) working days from the completion of Step 2, give written notice to the Chief of Police and the Human Resources Director of its intent to submit the grievance to arbitration. Within ten (10) working days of the Association's request to arbitrate, a representative of the Association 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. Upon receipt of the list both parties shall, within ten (10) working days, alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The Association 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 4.2 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 Association 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 Association 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 Association may submit the grievance to the next step within the grievance procedure.

ARTICLE 5 – WORK STOPPAGES

The City and the Association 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 Association 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 Association 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 RIGHTS

The Association 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.

ARTICLE 7 – VISITATION BY ASSOCIATION REPRESENTATIVES

Elected Association Officers may, after notifying the Chief of Police or designee, 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 Association Officers for the conduct of official Association business or organized meetings for the promotion of Association affairs.

The Association shall furnish the Chief of Police and the Human Resources Director an up-to-date list of authorized elected Association Officers and shall keep such list current.

ARTICLE 8 – SAFETY STANDARDS

Section 8.1 – Safety Committee The City and Association agree to a standing safety committee pursuant to WAC296-24-045. In addition to the representatives elected or appointed under WAC296-24-045, the committee will include a representative appointed by the Association and the City Safety Officer. The Committee will meet on a monthly basis or upon request of the chairperson (Safety Officer) 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 Association 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

Section 9.1: 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 Association. 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.

Section 9.2: The comparables evaluated by the City, in accord with RCW 41.56 et seq. are Spokane, Vancouver, Everett, Bellevue, Federal Way and Kent. This agreement shall not be construed to mean that either party has reached agreement that the bargaining unit members are paid appropriately within the market. Furthermore, neither party shall be bound to this agreement during any negotiations for a successor agreement.

ARTICLE 10 – STANDARD WORKING CONDITIONS

Section 10.1 Personal Time Off Plan Selection:

- A. Employees will have the option of selecting the Personal Time Off plan during any of the City's city-wide open enrollment periods, to become effective as specified during said open enrollment period.
- B. An employee promoted into this bargaining unit will have until the end of his/her probation to decide whether or not to elect to move to the Personal Time Off Plan.

Section 10.2 Vacation Vacation allowance shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma.

Section 10.3 Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 and 1.12.232 of the Official Code of the City of Tacoma. 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 Personal Time Off Personal Time Off shall be as provided in Section 1.12.248 of the Official Code of the City of Tacoma.

Section 10.5 Holidays Holidays shall be as provided in Section 1.12.200 of the Official Code of the City of Tacoma.

Section 10.6 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 under the City's self-insured workers compensation program as provided for in Section 1.12.090 of the Official Code of the City of Tacoma.

Section 10.7 Insurance

- A. **Health Benefits.** Employees in this bargaining unit shall be covered by the health benefits plans negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC) for the term of this Agreement.
- B. **Retiree Insurance.** The City agrees that bargaining unit members, who hereafter retire into the state LEOFF II retirement system for length of service or disability, may participate in the City's health insurance program as follows:
 - 1. Any member receiving a pension for years of service or disability who cannot qualify for Social Security and Medicare benefits for any reason 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.

2. 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.
3. In no event shall the granting of this privilege give or grant the retired employee any preferential treatment with reference to the health contracts over and above that of active LEOFF II 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.
4. 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 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.

C. In the event of the death in the line of duty of an employee represented by Tacoma Police Management Association, Local 26, 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 Management Association.

Section 10.8 - Deferred Compensation: The City will match an employee's deferred compensation contribution up to \$217.00 per pay period.

Section 10.9 – Employer VEBA contribution: Effective in the month following City Council adoption of this Agreement, the employer will decrease its contribution of \$250.00 per month to \$125.00 per month for each LEOFF II employee of the bargaining unit to an individual VEBA account under the provisions of the Tacoma Municipal Code 1.12.229, as amended.

Section 10.10 – Employee VEBA contribution: The City agrees to deduct from the paycheck of each employee a standard amount of \$50.00 per pay period, and will promptly transfer said amount to the employee's VEBA account.

The amount of the VEBA contribution may be adjusted by the Association no more than once per year, and with at least sixty days' written notice to the City's Human Resources Director of any change in the deduction amount. There shall be no retroactive deductions. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by

reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 11 – TERM OF AGREEMENT

Section 11.1 This Agreement shall remain in full force and effect from January 1, 2021 up to and including December 31, 2021 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 – ASSOCIATION LEAVE OF ABSENCE

Section 12.1 – Association Leave of Absence Time off duty to attend the following meetings will be granted to the President or an authorized representative of the Association without loss of pay:

- A. When attending Association meetings, when such meetings are called at the request of the employer or its duly authorized representative.
- B. In case of contract negotiations when such negotiations are carried on with the employer. Up to a total of two Association members, appointed by the Association, 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 Association President or designee 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 Association President or designee is unavailable to conduct police business.

Section 12.2 – Attendance at Association Meeting While on Duty With the permission of the Bureau Commander in charge, executive board members may be allowed to attend Association meetings while they are on duty in absence of emergency conditions.

ARTICLE 13 – NON-DISCRIMINATION

Section 13.1 Pursuant to RCW 41.56 there shall be no discrimination against Association members or Association officers acting in any official capacity.

Section 13.2 It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, sexual orientation or physical, mental, or sensory handicaps (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification, or any other class protected under local, state, or federal nondiscrimination laws.

Section 13.3 Association and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

ARTICLE 14 – PTO, VACATION, and HOLIDAYS SCHEDULING

Section 14.1 Time off will be coordinated with the appropriate Assistant Chief or designee.

Section 14.4 Excess vacation or PTO 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 Director to carry over excess accruals prior to the end of the time the excess accruals will occur. Each employee is responsible for tracking their vacation or PTO accruals, and holidays.

ARTICLE 15 – WORK ASSIGNMENTS

Section 15.1 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 15.2 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.

Article 15.3 - Use of Performance Management Documents The performance evaluations can be considered for promotional purposes for a period of 36 months from the date of the evaluation.

Article 15.4 - Retention of Performance Management Documents Final performance evaluation documents will be retained in an employee's personnel file for six 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.

ARTICLE 16 – PROMOTIONS AND PROBATION

Section 16.1 The City and the Association agree that promotional examination certification shall be done based on the "Rule of Five" (5). Employees will not be removed from an eligible list only for lack of selection.

Section 16.2 Employees promoted to Lieutenant and Captain shall serve a six (6) month probationary period. At the request of an employee and approval of the Chief of Police, uninterrupted temporary time for up to three (3) months immediately preceding a promotion may be counted toward the six (6) month probation period. The approved temporary time will count toward the experience requirement of Lieutenants to qualify for the Captain promotional examination.

ARTICLE 17 – OFFICIAL NOTIFICATION

Section 17.1 – Manual of Rules and Procedures The operation of the department and the conduct of employees shall be governed by the Tacoma Police Department Manual of Rules and Procedures as it exists upon the effective date of this agreement. The Association and the Employer agree that the procedure contained in this Article shall apply to changes to the Tacoma Police Department MRP pursuant to RCW 41.56. The following procedure recognizes that members of the Association are frequently the management personnel proposing the MRP changes.

If the Police Chief wants to create or change an MRP, the Chief shall give the Association a draft of the proposed change. The Association will notify the Police Chief, in writing within 15 calendar days, if the proposed change is acceptable with the Association or the matter shall be scheduled for discussion with the Association at the next Labor/Management meeting.

Section 17.2 – Other Notifications The City agrees to provide the President of the Association copies of all bulletins, MRP's and special and general orders. The Association agrees that it will designate the Association official authorized to sign official Association communications to the Police Department.

The Police Chief or designee shall acknowledge all written communications from the Association involving members. The Association shall acknowledge all written communications from the Police Chief or designee, within ten (10) calendar days of receipt.

ARTICLE 18 – FAMILY LEAVE

Section 18.1 – 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 18.2 – Family Medical Leave Act The application of the Family Medical Leave shall be in compliance with Federal Law, State Law and City of Tacoma Policies. FMLA leave will be calculated from the date the employee is notified by the City.

ARTICLE 19 – SPECIAL PROVISIONS

Section 19.1 Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

Section 19.2 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 19.3 – LEOFF II Disability Police Officers represented by this Bargaining Unit and covered by the LEOFF II retirement system, shall receive an additional one (1) percent application of rate.

Section 19.4 – Police Equipment The City shall provide all police equipment for commissioned police officers.

Section 19.5 – 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. 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 may be considered for reimbursement on a case-by-by case basis decided by the Chief of Police or his/her designee

Section 19.6 – Tuition Reimbursement The Police department will budget \$15,000 per year for tuition reimbursement funds. Employees shall be eligible for tuition assistance on a first come, first served basis. Employees shall be eligible for tuition assistance for a maximum of 10 credit hours (per quarter or semester, as applicable) based on the University of Washington in-state tuition (undergraduate rate or graduate rate, as applicable) and the employee achieving a passing grade. The educational major must be approved by the Police Chief. If there is a dispute as to the appropriateness of the educational major a committee of the Training and Development Manager, Police Chief or designee and a person selected by Local 26 shall meet and discuss the issue.

Section 19.7 – Merit Allowance An employee shall be eligible to receive an annual merit allowance of \$4,250 based on achieving at least one of the following:

- Middle Management Police Certification; or
- A Bachelor’s Degree; or
- Designated collective budget goals met by the Department; or
- Completion of at least one continuing education class approved by the Bureau Commander; or Supporting the implementation of the Strategic Plan

Section 19.8 – CALEA Accreditation Employees shall receive an applied rate of two percent (2%) above their base wage in recognition for being CALEA accredited and for the successful maintenance of the accreditation. This application of rate shall remain in effect so long as the department remains accredited.

Section 19.10 – Special Assignments The employees under this agreement are salaried Class E employees under Section 1.12.080 of the Official Code of the City of Tacoma and are not eligible for overtime compensation or compensatory time off, except as provided herein:

A. Work at PAF: The City and the Association recognize that the employees covered under this agreement are salaried. However, when an employee works at the PAF he/she shall receive an amount equal to one and one-half (1-1/2) times his/her salary calculated on an hourly basis for all hours worked.

B. Work on the Fourth of July Holiday:

Bargaining unit work on the Fourth of July Holiday shall be staffed as follows:

1. The Fourth of July Holiday shall be considered a mandatory holiday unless assigned to work.
2. The operational period for this Holiday will be defined as beginning on July 4 at 0500 and concluding July 5 at 0200.
3. Any bargaining unit employee assigned to work on the Fourth of July Holiday shall be paid at time and one-half (1 ½) the rate of his/her base wage for all hours worked.

C. Emergency Event Call-Outs: For purposes of this Agreement, an “emergency event call-out” is defined as (1) work performed outside of regular work hours; (2) that is an emergency event as defined by the Chief or Assistant Chief; and (3) that is authorized by the Chief or Assistant Chief. Bargaining unit employees shall be paid at time and one-half (1.5) the rate of his/her base wage for all hours worked on an emergency event call-out, beginning at the time of the call-out.

Section 19.11 - Mentoring In recognition of the fact that future technology creates needs which did not previously exist for internal training and mentoring, the Union and City agree that, effective January 1, 2017, 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 19.12 – Alternative Work Schedules: The primary work schedule for Captains and Lieutenants will be 9/80 shifts and for shift commanders will be 4/10 shifts. An alternate plan available to Local 26 unit members upon mutual agreement would be 5/8 shifts. Upon the request of the employee, the Bureau Commander may grant authorization for the employee to switch schedules on a case by case basis.

Nothing in this Section shall serve to establish additional obligations regarding compensation for hours of work. For overtime exempt employees in positions eligible for a flex-time work schedule, the focus continues to be on getting the job done, regardless of the number of hours worked. The department/division will endeavor to honor exempt employees' flex-time work schedules; however, there is no guarantee that exempt employees will not have to work on their flex day off or beyond their scheduled start and stop times.

Section 19.13 PCFIT Stand-by. Employees assigned to Pierce County Force Investigation Team (PCFIT) and placed in an on-call status shall receive the stand-by rate of \$3.00 per hour for all hours in that status. This section shall apply to on-call status for PCFIT only and shall not apply to any other status or off hour calls. 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 respond, if necessary, within approximately 30 minutes of the notification to return to duty.

ARTICLE 20 – 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 21 – PERSONNEL REDUCTION

In case of a personnel reduction, employees shall be laid off and recalled in compliance with the Personnel Rule 1.24.900.

ARTICLE 22 – LONGEVITY PAY

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

1. From 5 through 9 years aggregate service as a uniformed employee - 2% per month of monthly rate.
2. From 10 through 14 years aggregate service as a uniformed employee - 4% per month of monthly rate.
3. From 15 through 19 years aggregate service as a uniformed employee - 6% per month of monthly rate.
4. 20 years or more aggregate service as a uniformed employee - 8% per month of monthly rate.

ARTICLE 23 – SHIFT DIFFERENTIAL

Section 23.1 - Swing Shift: Employees who are assigned the swing shift that begins between 1200 and 1800 shall receive a three percent (3%) differential applied to their base wage.

Section 23.2 - Graveyard Shift: Employees who are assigned the graveyard shift that begins between 1800 and 0500 shall receive a five percent (5%) differential applied to their base wage.

ARTICLE 24 – DISCIPLINE

Section 24.1 All discipline shall be for just cause. An employee may contest a discharge, suspension for 24 hours (3 working days) or more in length, or demotion 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 24.2 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 without pay.

ARTICLE 25 – EMPLOYEE RIGHTS

Section 25.1 – 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 Association representation.

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 as soon as practical after the department receives a complaint and in advance of an interview of the nature of the complaint and the identity of the complainant.
3. Upon request by the employee, he/she will be allowed to consult with an Association representative prior to answering questions or completing an administrative report. The consultation shall not unreasonably delay the interview or start of the administrative report.

Section 25.2 – Discipline

1. **Counseling:** Incidents for which coaching and counseling are appropriate may be handled by the immediate supervisor.
2. **Oral Reprimand:** Incidents for which discipline no greater than an oral reprimand may result may be handled by the immediate supervisor after review by the bureau commander. A notation may be placed in the employee's divisional file regarding the reprimand. The notation will be removed after one (1) year if no other incidents of a similar nature occur during that period of time.
3. **Written Reprimands:** An incident resulting in a bureau or departmental written reprimand will be reviewed by the bureau commander prior to placement of the reprimand in the employee's file. An employee may submit a written rebuttal statement within thirty (30) days of receiving the written reprimand. Such rebuttal statement will be attached to the written reprimand. The reprimand will be removed after two (2) years (bureau) or five (5) years (departmental) if no other incidents of a similar nature occur during that period of time. Human Resources will remove the reprimand from the Human Resources Department employee files upon the employee's request according to the same schedule.
4. **Dismissal, Demotion or Suspension:** The Internal Affairs Unit may conduct interviews that may lead to economic sanctions including but not limited to dismissal, demotion and/or suspension. If after a complainant is interviewed and further investigation is deemed necessary, the employee shall be notified 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. 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 he/she feels that he/she has received all the information necessary to assist in his/her interview. The employee shall be allowed the right to have an association representative and/or an attorney present during the interview.

Section 25.3 - 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. Status reports will be provided to the employee(s) every thirty days thereafter.

Section 25.4 – Sustained Complaints

1. When the investigation sustains the allegations 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.
2. When the investigation results in sustained allegations the employer shall, 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 Association, 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.

Section 25.5 – Criminal Investigations

Article 24 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 25.6 – Polygraph Tests

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

Section 25.7 – Use of Deadly Force Situations

1. Employees directly involved in the use of deadly force shall be allowed to consult with an association representative and an association attorney and/or a private 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. An Association representative (usually the President or Vice President) and a Department representative (Bureau Commander or Chief) 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 25.8 – Records Requests Requests by citizens for records pertaining to members of the Association shall be processed as follows:

1. The Employer shall refuse to disclose information in personnel files if that disclosure would violate the bargaining unit member's right to privacy, or as may be exempt from public disclosure, as defined RCW 42.17.255 and by RCW 42.17.310.
2. Upon receiving a request for all or part of the personnel file, the Association and the affected bargaining unit member (or, alternatively, the Association) shall be given a period of seven (7) working days to provide any reason for not releasing the requested documents. The employer will then consult with its counsel regarding the reasons given by the affected employee/association.
3. The City and the Association agree to develop a policy regarding authorized access to employee records by city personnel.

Section 25.9 - 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 26 – USE OF CITY VEHICLES

Employees in this bargaining unit are engaged in public safety activities. As such, if an employee is assigned a City vehicle he/she shall be available to respond to emergencies from his/her home on an as needed basis. Because of the emergency response requirements the employee shall not be charged mileage to and from his/her home to his/her duty station. The City agrees to provide liability coverage for all authorized use of the vehicle.

ARTICLE 27 – GROOMING STANDARDS

Grooming standards for association members shall be as outlined in MRP. 12.06.001 with the following exceptions:

1. Beards, van dykes and goatees shall not be allowed.
2. Only post style earrings may be worn, no more than one per ear lobe. Hoop styles are prohibited.

ARTICLE 28 – VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

Section 28.1 - VEBA Program Parameters:

- A. Beginning the first of the month following the effective date of the Agreement, the Union will forego three-quarters of one percent (0.75%) 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 and one-quarter percent (99.25%) of the base wage rate in exchange for this benefit.
- B. For the specific purpose of calculating wage comparisons, the three quarters of one percent (0.75%) 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 28.2 - 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 sixty-three dollars and seven cents (\$563.07) per month for 2021 (subject to escalator in future years) 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 two (2) employees. If more than two (2) employees apply for enrollment into the program, selection will be accomplished on the basis of LEOFF 2 Plan seniority only, excluding individual or personal factors. Any changes to the maximum number of employees who may apply for this program or the timeline to 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%.
- J. A two percent (2%) per year escalator provision to the City's monetary contribution to the VEBA account for eligible participants will be established and provided on January 1 of each calendar year.
- 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.
- P. In the event of the elimination of or changes negotiated to the Local 6 VEBA program, the Local 26 VEBA program set forth in this Article shall be amended to reflect any such elimination or changes, excluding any change that would impact Section 28.2(H). In the event of elimination of the Local 26 VEBA program under Section 28.2(P) through elimination of the Local 6 VEBA program, Article 10 Section 10.9 VEBA shall return to the status quo for 2020 (employer contribution of \$250.00 per month for each LEOFF II employee of the bargaining unit to an individual VEBA account under the provisions of the Tacoma Municipal Code 1.12.229, as amended).
- Q. For calendar year 2021 only, one unit member may apply for this program by January 31, 2021 for retirement in calendar year 2021, selection will be accomplished on the basis of LEOFF 2 Plan seniority only excluding individual or personal factors. In all other years the timeline for application and retirement shall be as set forth in this Article.

APPENDIX A - WAGES

**TACOMA POLICE MANAGEMENT
ASSOCIATION LOCAL #26**

This bargaining unit is comprised of commissioned personnel holding the permanent ranks of Lieutenant and Captain only. The hourly rates shown below are for administrative purposes only. Pursuant to Section 1.12.020 of the code there shall be no deductions for absences of less than one work day.

Section 1: Annual Wage Adjustments

2021 Wage Increase Effective January 1, 2021, wages will be adjusted as required to maintain the indexing/parity differentials as described in Section 2 below. The following chart reflects the effective 2020 wage rates prior to application of the indexing/parity differentials for 2021 and before the three-quarters of one percent (0.75%) of the bargaining unit’s salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 28 of this Agreement:

Code No.	Class Title	Step 1	Step 2
4206	Police Captain	77.23	81.09
4205	Police Lieutenant	67.15	70.51
4205A	Police Lieutenant (Acting)	61.61	64.69

Section 2: Indexing Provision A minimum 25% index differential between the top step base rate Police Lieutenant and the top step base rate Police Sergeant shall be maintained. The index specifically acknowledges that longevity and applied rates available to Sergeants are a factor in compression and the index is designed to protect the internal alignment. The differential between top step base rate Lieutenant and the top step base rate Captain shall be maintained at 15%.

Section 3: CSC 4205A: Acting Lieutenant Wages for “Acting Police Lieutenant” (CSC 4205A) shall be used only for “acting” Lieutenant assignments on a short term or sporadic basis and such employees shall be eligible for overtime at the appropriate rate set forth in TMC 1.12.080. Short term assignments are made for no longer than two (2) consecutive payperiods unless approved by the Human Resources Director.

Section 4: CSC 42050: Temporary Lieutenant Employees working in an “acting” capacity for thirty (30) days or more, shall be converted to “temporary” status and the corresponding pay rate of CSC 42050. Employees appointed to Police Lieutenant as temporary (Code 4) or probationary (Code 1) will be placed in CSC 42050. These employees are considered to be salaried, and therefore not eligible for overtime. All appointments to CSC 4205A must be at step

1 unless appointment to step 1 does not result in a pay increase, in which case the employee will be appointed at step 2. There is no time in grade step advancement from step 1 to step 2 of 4205A Acting Lieutenant.

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.

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.

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 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.

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 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.