

**Letter of Agreement
By and Between**

**CITY OF TACOMA
And
TEAMSTERS LOCAL 117 - GENERAL UNIT**

PIERCE COUNTY FORCE INVESTIGATION TEAM – FORENSIC SERVICES

Effective Date: _____, 2022

The City of Tacoma (the “City”) and Teamsters Local 117 - General Unit (the “Union”), collectively (the “Parties”) enter into this Letter of Agreement (“LOA”).

I. Background:

- A. The City and Union are parties to a Collective Bargaining Agreement (“CBA”), effective January 1, 2019, to December 31, 2022.
- B. The Union represents non-supervisory Forensic Services employees of the Tacoma Police Department (“TPD”), including the classifications of Forensic Specialist (CSC 4208) and Crime Scene Technician (CSC 4210).
- C. Washington State law (RCW 10.114.011) requires any use of deadly force involving a Police Officer to be investigated by an independent agency. The Pierce County Force Investigation Team (“PCFIT”) was established to conduct these investigations in Pierce County and is comprised of teams of detectives, forensics, and public information officers from multiple law enforcement agencies. PCFIT operates under independent investigation processes set forth by WAC 139-12-030. In April 2021, the Washington State legislature agreed to create an Office of Independent Investigations that is expected to eventually take over this investigation work.

In the fall of 2020, the TPD and peer departments in Pierce County arranged to mutually take part in PCFIT. At that time, Management notified employees (including those in Forensics Services) that it was seeking interested employees to participate in the certification process created by WAC 139-12-030 to respond to PCFIT investigations.

Successful completion of the process (application and approval by a civilian panel) created by WAC 139-12-030 will result in PCFIT certification of a Crime Scene Technician or Forensic Specialist.

- D. In early 2021, the Parties met to discuss the ongoing implementation of the PCFIT. On June 29, 2021, the Union sent the City a formal “Demand to Bargain” letter. The Parties have been in negotiation since that time.
- E. The Parties have now reached agreement to fully resolve this matter and satisfy the Union’s “Demand to Bargain” the impacts of the implementation of PCFIT, as set forth in Section II.

II. Agreement

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

1. Upon PCFIT certification during a calendar year, a Crime Scene Technician or Forensic Specialist who becomes PCFIT certified will receive a lump-sum payment of seven-hundred and fifty dollars (\$750.00) for recognition of that certification (the "PCFIT Certification Payment"). At the start of a new calendar year, a PCFIT certified Crime Scene Technician or Forensic Specialist will receive another PCFIT Certification Payment of seven-hundred and fifty dollars (\$750.00) if they have remained continuously certified from the previous calendar year's PCFIT Certification Payment.
 - Only one Crime Scene Technician (Christine Doan) has been continuously PCFIT certified since 2021. Ms. Doan will receive fifteen hundred dollars (\$1,500.00), representing PCFIT Certification Payment for 2021 and 2022, upon execution of this LOA.
2. PCFIT certified Crime Scene Technicians or Forensic Specialists will receive a five percent (5.0%) application of rate ("AOR"), for all hours assigned to and worked when performing a PCFIT investigation.
3. When certified Crime Scene Technicians or Forensic Specialists are not available, and the external PCFIT Commander has approved a waiver of PCFIT certification, a non-certified Crime Scene Technician or Forensic Specialist may be assigned to a PCFIT investigation and will receive a five percent (5.0%) AOR for the time spent working on the investigation.
4. Crime Scene Technicians and Forensic Specialists, employed at the execution date of this agreement, will receive a five percent (5.0%) AOR, applied retroactively, to pay for any previous PCFIT investigations worked by them in 2021 and year-to-date in 2022. Such pay will be calculated by TPD Payroll resources.

TPD will encourage Crime Scene Technicians and Forensic Specialists to voluntarily apply for PCFIT certification.

TPD has an obligation to provide forensic support for PCFIT investigations in the future. It is TPD's intent to continue utilizing a volunteer PCFIT certification process. TPD reserves the right to require qualified Crime Scene Technicians or Forensic Specialists to apply for PCFIT certification, and make a good faith effort to be approved by the civilian panel.

This LOA will expire: 1) if the Office of Independent Investigations assumes accountability for use of deadly force investigations in Pierce County previously performed by PCFIT; 2) if the PCFIT is terminated due to change of applicable Washington State law (e.g., RCW 10.114.011); or 3) December 31, 2023; whichever comes first.

