

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO
JULY 1, 2015 – JUNE 30, 2019

EXHIBIT A TO RESOLUTION 22418

CITY OF TUCSON CONTRACT NO. 18186

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ARTICLE I SCOPE

This Agreement permits the recognition by the City of a single labor organization to represent that employee group consisting of clerical, administrative, professional, and technical, non-supervisory, non-confidential employees, as set forth in the City Ordinance 10880 and who are, become, and remain members of the Communications Workers of America (CWA) hereafter referred to as the union. The goals and intentions of this Agreement are to achieve better understanding between both parties and to provide for the harmonious and collaborative relationship between the City of Tucson and its employees. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment that promote mutual respect.

This Agreement fully and completely incorporates all understandings and agreements between the parties and shall supersede all prior Agreements.

The City agrees to abide by all terms and conditions of this Agreement, and within 90 days of the final ratification of this Agreement further agrees to amend all appropriate City Administrative Directives/City Policies to implement the provisions specified herein. This Agreement shall serve as the sole source of these rights.

ARTICLE II DEFINITIONS

The following definitions and terms apply throughout this Agreement:

1. **ADMINISTRATIVE DIRECTIVES**: Formal City policies designed to direct and/or guide City employees and operations.
2. **CITY or EMPLOYER**: The City of Tucson and its management.
3. **COMPENSATORY TIME**: Accumulated time off for overtime-eligible employees in lieu of cash payment accrued at a rate of one and one-half hours of leave time for each hour of overtime worked.
4. **CONFIDENTIAL EMPLOYEE**: Confidential employee means any individual who regularly assists or acts in a confidential capacity to an individual, manager, or supervisor who formulates, determines, and effectuates management, personnel, or labor relations policies, or who has access to confidential or discretionary information regarding the formulation of city policy or procedures; or whose functional responsibilities or knowledge concerning employee relations makes the employee's membership in a labor organization incompatible with that employee's duties.
5. **DAYS**: Calendar days unless designated as working days.
6. **DEPARTMENT**: Any recognized department or like unit within the City's organizational structure.
7. **DESIGNEE**: A management level employee of the City of Tucson authorized to act on behalf of the City Manager or a Department Director, as specified in this Agreement; or a union representative/member authorized to act on behalf of the union President, as specified in this Agreement.
8. **DIRECTOR**: The current or acting head of a City department.
9. **DISCIPLINE**: Formal documented sanction (written reprimand, suspension, demotion, termination) taken against an employee by the City.
10. **EMPLOYEE**: A union-eligible permanent employee of the City of Tucson, who is not determined to be a "supervisor" or "confidential employee".
11. **EXEMPT EMPLOYEE**: An employee who is not eligible for overtime under the provisions of the Fair Labor Standards Act (FLSA).
12. **HUMAN RESOURCES**: The City of Tucson's central Human Resources Department.
13. **MAY**: An optional act or action.
14. **MEMBER**: A City employee who is an eligible dues-paying member of CWA.
15. **PAF**: Political Action Fund

16. **PERMANENT EMPLOYEE**: Any employee who has passed their initial probationary period in a civil service position.

REPRESENTATIVE: An elected or appointed member duly registered with City Human Resources that represents the union in an official capacity.

17. **SHALL**: A mandatory act or action.

18. **SUPERVISOR**: Any individual, except lead persons, having authority in the interest of the City either to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances.

19. **UNION**:

A. "Union" shall refer to the Communications Workers of America (CWA) International Union.

"union" shall refer to Communication Workers of America (CWA) Local 7000 and its City of Tucson unit.

20. **UNION DUES**: Two (2) hours of pay per month deducted bi-weekly.

21. **WORK IMPROVEMENT PLAN**: A non-disciplinary tool used to improve job performance.

ARTICLE III RECOGNITION

SECTION 1. UNION RECOGNITION: The union is hereby recognized as the exclusive labor organization for all permanent clerical, administrative, professional, and technical, non-supervisory, non-confidential employees covered by this Agreement as defined in Ordinance 10880.

Unless otherwise provided for in this Agreement, all negotiations or discussions shall be accomplished between the City Manager/designee, and the President/designee of the union, for the primary purpose of representing and dealing with employee concerns and grievances under the terms and conditions of Ordinance 10880.

SECTION 2. AFFILIATIONS: During the term of this Agreement, the union shall not enter into any affiliation of a formal basis with any other organization that negotiates with the City over wages or working conditions.

SECTION 3. PRINCIPLES OF CONDUCT: The City and the union will follow basic principles and rules of conduct as specified in this section of the labor agreement. Failure to observe basic principles and rules of conduct specified below will be considered a violation of this Agreement.

- A. The City and the union will strive to work collaboratively.
- B. The City and the union will truthfully exchange all pertinent facts and information on matters involving employee relations.
- C. The City and the union will not use profanity, belittling language, or aggressive tones or actions with each other.

ARTICLE IV RIGHTS OF REPRESENTATION

SECTION 1. REPRESENTATION SUBJECTS: The union has the exclusive right to represent its members in any negotiation, for, and on behalf of its members under this Agreement, following established procedures set up by the City Charter, City Code, and the Civil Service Commission Rules and Regulations, Administrative Directives/City Policies and this Agreement, on the following subjects:

- Wage and salaries
- Benefits
- Working conditions

SECTION 2. WAGE AND SALARY NEGOTIATIONS: The union acknowledges that representation of members on wages and salaries shall be subject to, limited by, and conducted only in accord with provisions of City Charter, Chapter VII, Section 2. If the Mayor and Council designate and delegate the City Manager the authority to negotiate wage and salary disputes on behalf of the Mayor and Council, the union will then recognize the City Manager, or designee, as the sole representative of the City for negotiations of such wage and salary disputes. Wage and Salary discussions are strictly subject to the limitations of City Charter, Chapter VII, Section 2 and all negotiations are subject to legislative adoption, modification or rejection.

SECTION 3. WORK IMPROVEMENT PLAN: A non-disciplinary tool used to improve the job performance of a member, that has a start date and an end date (no more than four (4) months after the start date). At a minimum, progress meetings shall be held every two (2) weeks, and shall include specific quantifiable performance measures. At the end of the Work Improvement Plan period, the member will receive written notice regarding their progress under the plan.

After issuance of a Work Improvement Plan, either the member, or the union on behalf of the member, may request a meeting with the department and City Human Resources (HR) to address questions, clarification of performance expectations, and the terms of the Work Improvement Plan. The meeting shall be scheduled within 10 calendar days of such request, and shall include the member and their union representative as well as the department and HR.

SECTION 4. DISCIPLINE: Management is allowed to meet with, counsel, and speak with its employees regarding performance, completion of job duties, assignments, department operations and other personnel matters without the right of union representation. Management will comply with currently applicable City of Tucson Administrative Directives when taking disciplinary action. Management is encouraged, but not required, to utilize a Work Improvement Plan prior to taking disciplinary action for poor job performance.

In any meeting of a disciplinary nature, including investigatory interviews, the member shall be permitted the presence of a union representative, and the department shall inform the member of the subject of the meeting. The City will allow at least 48 hours for the affected union member to summon an available union representative.

The union representative shall have the right to confer privately with the union member, and shall be allowed to speak on behalf of the member. The mutual goal is not to interfere with the investigative dialogue; rather, to ensure mutual respect during meetings.

The City will notify the union within 24 hours of the initiation of an investigation of a union member, and will complete the investigation within 45 days. The City or the union may request an extension beyond 45 days, and requests must be in writing and include the reason(s) for the extension. City Human Resources (HR) will authorize final approval of extensions.

The Notice of Intent (NOI) shall be served upon the member within 15 calendar days of the City having made a final determination as to the intended course of action. The notice shall be provided to the member at least 48 hours in advance of the pre-discipline meeting. At this meeting the member shall be permitted to bring a union representative.

The written notice given to the member by the City advising them of proposed discipline shall contain language advising the member of their rights to union representation.

All discipline will be based upon Just Cause as defined by Tucson City Charter and Tucson City Code.

ARTICLE V MANAGEMENT RIGHTS

SECTION 1. AUTHORITY: The rights of the City, through its management officials, include but are not limited to, the following:

- A. To determine the purpose of each of its departments;
- B. To exercise control and discretion over the organization and efficiency of the operations of the City;
- C. To set standards for services to be provided to the public;
- D. To direct the employees of the City, including the right to assign work and overtime;
- E. To hire, examine, classify, promote, train, transfer, assign, and schedule City employees;
- F. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- G. To increase, reduce, change, modify, or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds, or material change in duties or organization of a department;
- H. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- I. To establish, modify, combine, or abolish job classifications;
- J. To change or eliminate existing methods, equipment or facilities;

The city's management rights are not overturned or diminished in any way by any expressed or implied duty or obligation to meet and confer. Retained management rights are not subject to the grievance procedure contained in any labor agreement, nor are they subject to any other appeal or complaint process.

SECTION 2. CONTRACTING WORK: It is the general policy of the City to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary, in the interest of efficiency, economy, improved work product, or emergency, as determined by the City Manager, or designee. The City may contract out work to supplement the regular workforce, but may not supplant permanent union members.

SECTION 3. LAYOFF: Whenever a reduction in employees is required because of a shortage of funds or work, or a material change in duties or organization, members may be subject to layoff under the provisions of Civil Service Commission Rules and Regulations.

- A. In the event the City chooses to contract for City services, which may result in the layoff of any permanent union member covered by this agreement, the City agrees to provide to the union written notification of the intention to layoff permanent union members at least twenty-one(21) calendar days prior to the intention of layoff. Such notification will include the reason(s) for the decision and number of positions (by job title) that may be eliminated. Upon request, the union may receive a list of the individual union members who may be affected, including job title and seniority date. The union may provide input at any time after notification is issued. The union will receive notice and be invited to attend all meetings scheduled with employees that involve transfer of any departments to any other agency (governmental or private). The union shall receive periodic status reports from Human Resources upon request.

- B. The City will assist affected union members in seeking alternative placement in positions at or below their current level for which they are qualified, within the parameters of the Civil Service Commission Rules and Regulations — (Transfers and Layoffs; Establishment of Employment Lists and Use), and City Administrative Directive – Civil Service Open Competitive Recruitment, Examination, Certification and Appointment.

- C. Any resulting layoff, displacement or recall of union members will comply with the Civil Service Commission Rules and Regulations.

- D. In the event of recall or rehire within two years following a layoff, the union member's seniority will be bridged and adjusted for purposes of vacation and shift assignment, in accordance with Article VII, Section 1 of this Agreement.

SECTION 4. RIGHT TO CONFER: The exercise of management rights does not preclude members or their representatives from consulting or conferring with management about the practical consequences of management decisions.

ARTICLE VI UNION RIGHTS

SECTION 1. DESIGNATION OF UNION REPRESENTATIVES: The union shall designate union representatives who will represent members covered under this Agreement. The distribution of union representatives will be managed so as not to create a hardship for any one department or division. The names of representatives shall be submitted in writing to the Human Resources Department. The Human Resources Department will notify the City Manager and Department Directors of the designated union representatives.

SECTION 2. UNION REPRESENTATION: In issues regarding any meeting of a disciplinary nature, including investigatory interviews, union representatives will be allowed time to conduct research and prepare materials related to representation. In such instances, authorization for leave will not be unreasonably withheld.

SECTION 3. NON-CITY UNION REPRESENTATIVES: The names of non-City union representatives shall be provided in writing to the Human Resources Director. Any representative, with prior approval of the Department Director/designee, will be permitted reasonable access to work areas for the purpose of ensuring the provisions of this Agreement are followed. Barring an emergency, a request for access must be made at least two (2) hours in advance. The time and the purpose of the visit must be included in the request and the representative may be asked to report to the Department Director's office before the beginning of the visit.

SECTION 4. UNION TIME OFF: Union representatives who are employees of the City shall be permitted union time off for the purpose of conducting external union business, such as attending training or conferences. The local union President or designee will initiate the request for union time off at least 30 days in advance unless mutually agreed upon by the department and the union. These requests shall not be unreasonably denied. Denial of a request will be reviewed by the City Human Resources Department.

Union time off shall be reported by the member using a leave card or a reporting system.

Union release time authorized by the Department or Human Resources Director will not adversely affect an employee's performance evaluation.

SECTION 5. ATTENDANCE AT CITY MEETINGS: The Human Resources Director shall approve two (2) members, not from the same department, designated by the union to attend Civil Service Commission meetings or City Council meetings where matters directly affecting the union, member wages, hours, and/or conditions of employment are scheduled for discussion. Should simultaneous meetings of the Civil Service Commission and the City Council occur in which union matters are presented, the union may designate an additional member to attend. Authorization for attendance at such meetings shall not be unreasonably withheld.

If the representative attends a City meeting as identified below, and that meeting exceeds the representative's normally scheduled work hours, the representative will leave the meeting or remain without compensation. If the representative gets prior approval from their chain of command, they may change their work hours for the day of the meeting.

More than one union representative and one non-City representative may participate in the following authorized City meetings:

- A. Representing employees in the grievance process (up to 2 union representatives; upon request and permission from the City Human Resources Department, an additional representative trainee may attend one meeting)
- B. Representing employees in investigatory meetings and/or pre-disciplinary discharge review meetings (up to 2 union representatives)
- C. Participation at monthly labor-management meetings with Human Resources (up to 2 union representatives)
- D. Participation in meetings initiated by the City Manager, Human Resources Director or designee (up to 2 union representatives)
- E. Participation in other joint union/City meetings or activities (up to 2 union representatives)
- F. Representation of members in appeals hearings before the Civil Service Commission (up to 2 union representatives)

SECTION 6. AGREEMENT NEGOTIATIONS: The union shall be permitted to designate a combination of no more than five (5) members or non-City representative(s) to participate in the annual wage negotiations and formal Agreement negotiations.

Union members selected for the negotiating team will be paid by the City for up to 40 hours of preparation time for negotiating a new agreement, and up to 20 hours of preparation time for reopener or annual wage/hour sessions. Any days spent in negotiations with the City, and preparation time, as identified above, are considered paid time. The union may request additional preparation time; this may be granted by the Human Resources Director. Such additional preparation time, if granted, will be paid by the City.

Any time spent before or after negotiations will be additional authorized preparation time. When full day negotiations occur, partial days are treated as full days and paid by the City. However, if the union does not require this additional preparation time, the union will release the negotiation team to return to their City work assignments.

If the representative is involved in formal Agreement negotiations with the City, and that meeting exceeds the representative's normally scheduled work hours, the representative will leave the meeting or remain without compensation. If the representative gets prior approval from their chain of command, they may change their work hours for the day of the meeting.

SECTION 7. UNION INPUT ON CLASSIFICATION, COMPENSATION AND MEDICAL/DENTAL BENEFITS:

- A. The union may address in person and/or in writing, any consultant employed by the City or committee formed for the purpose of studying and/or recommending changes to the City's position classification and/or compensation system.
- B. The union shall be permitted to address in person and/or in writing any consultant employed by the City or committee formed for the purpose of studying and/or recommending changes to the City's existing Medical and Dental Benefits Plans.

SECTION 8. UNION ACTIVITIES DURING WORK HOURS: No union activity or business of any kind will be conducted during working hours or on City premises that is not permitted under Ordinance 10880 (see Appendix A) or as otherwise provided for in this Agreement.

This does not preclude union members from having conversations with fellow employees regarding the union during non-work time in non-work areas.

The union will be permitted to participate in Open Enrollment/Benefit Fairs and ECAP events. The union may request the ability to participate in other City-sponsored events for City employees. All requests must be made to the Human Resources Director and will be reasonably considered.

SECTION 9. POLITICAL ACTIVITIES: The conduct of political activities by the union shall be in accord with City Ordinance 9712 and the City of Tucson Political Activity Guidelines. Reports of violation of City Ordinance 9712 or the City of Tucson Political Activity Guidelines shall be forwarded in writing to the City Manager, who will consult with the President of the union and initiate an immediate investigation into the allegations of violations.

SECTION 10. NEW EMPLOYEE ORIENTATION: The union will be given the opportunity to meet with and provide information to newly hired union- eligible employees as a part of the City's orientation. Thirty (30) minutes will be allocated for the union's presentation. The Human Resources Department will provide a separate location solely for the purpose of conducting union orientation.

The Human Resources Department will provide seven (7) calendar days advance notification to the union of the date, time, and location. The union will be notified of the number of eligible new employees scheduled for orientation forty-eight (48) hours in advance.

If the date, time, or location is changed, the Human Resources Department shall notify the union as soon as possible providing the newly established date, time, and location.

SECTION 11. UNION DUES AND DEDUCTIONS: The City agrees to deduct Union dues in the amount determined by the Secretary-Treasurer of the Communications Workers of America (CWA). The City also agrees to deduct a separate contribution for the Political Action Fund (PAF). Union dues deductions are based on the member's hourly rate of pay, however, the member will determine the dollar amount of the contribution to the PAF. Both the Union dues and the contributions covered by this Agreement will be remitted bi-weekly to the Union, under rules agreed upon from time to time by the Union and the City. Each deduction will be reported separately and remitted bi-weekly to the CWA International. No such deduction shall be made except upon written authorization of each employee. Such authorized deduction shall remain in effect until notice of cancellation is given in writing as prescribed in the paragraph below and on the deduction authorization card maintained by the Finance Department, Accounting Division of the City of Tucson.

Bi-weekly dues/deductions will be remitted to the CWA National Headquarters in Washington, D.C. along with the following information on current members as authorized by the employee on the deduction card:

- Name
- Address
- Date of Hire
- Social Security Number
- Current Union Deductions
- Current Hourly Rate of Pay
- Information shall be in alphabetical order by last name
- Notification of any changes and cause for withdrawal

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the City in complying with the provision of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

SECTION 12. PRINTING COSTS: The City Manager's Office agrees to pay fifty percent (50%) of the costs associated with the printing of the Agreement, upon receipt of documented costs by the City from the union.

SECTION 13. UNION BULLETIN BOARDS: The City agrees to provide a minimum of 2' x 2' space on a bulletin board in each work area where members report to work.

Prior to posting, all materials shall be initialed by an authorized union representative and reviewed, approved and initialed by the Human Resources Director/designee. Such authorization shall be made within forty-eight (48) hours of the union's request. Material containing inflammatory/derogatory statements directed towards the City of Tucson, City employees, or elected officials will be removed immediately. Authorization to post items of union interest shall not be unreasonably withheld.

No City employee shall tamper with the contents of a union bulletin board. Union bulletin boards shall be used for the posting of all materials relating to union activities.

SECTION 14. USE OF CITY COMMUNICATIONS SYSTEMS: The City shall permit union representatives to use City electronic communications and inter-office mail systems for grievance and joint City/union business. A City e-mail account and intranet access will be provided to any employee who is a union representative. The City's communications system will not be used for recruiting new members. All electronic communications are guided by City policy concerning electronic communication systems as established in Administrative Directive 1.08-4.

SECTION 15. CONFERENCE BOARD: Conference Board meetings shall be held upon call of either the union or a City Department Director. The purpose of such meetings shall be to reach agreement on interpretation of this Agreement. The Conference Board meetings may include discussions of City Administrative Directives and Policies, departmental rules and policies.

The Conference board shall not exceed three (3) representatives from the City management, three (3) representatives from the union, and at the request of either the union or the Department, a representative of the City Human Resources Department shall attend. It shall be the function of the City Human Resources representative to attempt to resolve any dispute or difference in interpretation of this Agreement. The date, time and location for a Conference Board Meeting shall be mutually agreed upon by all parties. The initiating party shall notify the receiving party, in writing, two (2) weeks in advance of the meeting and describe the subject(s) to be discussed. Should an issue be deemed urgent by either party, a Conference Board shall be scheduled within forty-eight (48) hours of written notification of the other party.

If the City Manager is required to resolve an Agreement dispute, the decision will be provided, in writing, to the union and the Department Director.

ARTICLE VII WORKING CONDITIONS

SECTION 1. SENIORITY RIGHTS: For this agreement, seniority is defined as the member's length of service with the City as a permanent employee. A member who leaves the City and returns within a two year period shall have prior continuous service counted. A member who left the service of the City and returned after a two-year period will not receive credit for prior service.

If classification, skills, and experience are equal, seniority shall be the primary consideration in the selection of shift assignments, overtime and vacation leave requests. The City has the right to determine such assignments and requests to ensure the adequate delivery of City services. Previously approved leave will not be rescinded based on seniority rights alone.

SECTION 2. WORK SCHEDULE: The Human Resources Director must give prior approval to any alternate work schedule before any department establishes a 40-hour work week schedule of less than five days. To request an alternate work schedule, a Department Director or the union must submit a proposal which addresses the criteria outlined in Administrative Directive 2.01-9 Alternate Work Schedules to the Human Resources Director.

SECTION 3. MEAL AND BREAK PERIODS: A lunch period is a daily 30-minute (minimum) scheduled unpaid time off work for a meal that is not counted as hours worked for non-exempt employees. The lunch period cannot be taken at the beginning or end of the work day. An employee must take a lunch period if their shift is six (6) or more hours, (does not apply to public safety communication employees or Court Initial Appearance Team).

If a member is required to work through their lunch for urgent City business they shall be compensated through flextime, compensatory time or overtime as deemed appropriate.

Members will be allowed to take two (2) fifteen minute breaks per work day, subject to department operation.

SECTION 4. MAKE-UP TIME: If a member is not present at the start of their shift or during their shift, the member may request the use of available leave time. Approval will be based on department/division policy. A member may, at the discretion of their department, have the option to make up the time lost by the end of that work week.

SECTION 5. TEMPORARY SCHEDULE ADJUSTMENT: A member may request a temporary work schedule that deviates from their normal work schedule. Such requests shall include the justification for the change, must be submitted in writing to their department, and are subject to department approval.

SECTION 6. OVERTIME: For overtime-eligible employees the overtime calculation is based on actual hours worked, including paid vacation leave and holiday leave, in excess of 40 hours in a seven (7) consecutive day work period and will be compensated at 1-1/2 times the employee's hourly rate. Overtime may be compensated by payroll payment or by compensatory time at the employee's request, however, final authority in making the determination of payroll payment or compensatory time rests with the department director.

Accumulated compensatory time shall not exceed one hundred (100) hours. Compensatory time will be paid out when a member transfers departments or promotes to a higher pay grade.

The City shall distribute the opportunity for overtime equitably and fairly among interested employees or a group of interested employees within the same classification, function, and/or work location and shift, consistent with an employee's ability to respond in a timely manner.

Overtime shall be voluntary. However, if not enough qualified employees volunteer, the City reserves the right to assign overtime work.

Compensation shall not be paid more than once for the same hours worked.

SECTION 7. STAND-BY DUTY: To provide coverage for services during off- duty hours, the City may assign and schedule qualified employees to stand-by duty. Stand-by duty assignments require an employee to be available for work on their off-duty time, which may include nights, weekends or holidays. The department will seek volunteers prior to assigning stand-by duty. If enough volunteers are available, stand-by duty shall be assigned beginning with the most senior volunteer. If there are not enough volunteers, then stand-by duty shall be assigned to the least senior qualified employee on a rotational basis.

Subject to approval by the Mayor and Council in the annual compensation plan for each fiscal year, the City Manager recommends any employee authorized by the Department Director to work Stand-by Duty shall be paid:

\$2.75 for each hour on Stand-By Duty.

SECTION 8. SECOND LANGUAGE PAY: All members in designated positions shall receive thirty dollars (\$30) per pay period for using a second language for City Business as established in Administrative Directive 2.01-1D Second Language Pay.

SECTION 9. SHIFT DIFFERENTIAL: All members shall receive Shift Differential of one dollar (\$1) per hour for all hours worked between 6 PM to 6 AM.

SECTION 10. OUT OF CLASS ASSIGNMENTS: Operational necessity may require an employee to be temporarily assigned to a higher classification. Out-of-class assignments shall be governed by Administrative Directives/City Policies, Department Procedures and Civil Service Rules and Regulations.

Where out-of-class assignments are necessary, the City will make a good faith effort to rotate such assignments to all qualified employees.

To be eligible for compensation, such assignments must exceed two (2) consecutive weeks of work in the higher classification, be authorized in writing by the employee's Department Director and approved by the Human Resources Director prior to the start of the assignment. The employee shall then be compensated an additional five percent (5%) above base pay, for the total period of the out-of-class assignment.

Employees working in a temporary higher classification remain eligible for merit increases in their permanent classification.

SECTION 11. TRAINING: The City shall implement development and training of City employees.

Labor Agreement Training. The City and the union will present joint labor agreement training to familiarize union representatives and City management on the labor agreement, to include changes resulting from negotiations. The training should commence immediately following adoption and approval by the Mayor and Council.

SECTION 12. UNIFORM MAINTENANCE: The City shall provide employees required to wear uniforms, and who do not receive uniform maintenance (laundry service), an allowance of \$400 per year.

Eligibility dates for this allowance will be the pay period in which February 1 and August 1 fall. The allowance will be paid out two (2) pay periods after the eligibility dates listed above, or as follows:

\$200 by the first payday of April (if eligible as of February 1)
\$200 by the first payday of October (if eligible as of August 1)

A department or division may, at the department's discretion, provide uniforms and uniform maintenance through a uniform service provider. An employee in one of these departments or divisions may choose to personally maintain their uniforms, at the employee's own expense.

Departments or divisions changing from providing uniforms and uniform maintenance reimbursement to a uniform service provider shall notify employees of the change prior to January 1 (if the change will affect the April uniform maintenance payment) or July 1 (if the change will affect the October payment).

SECTION 13. TEMPORARY ASSIGNMENT PAY: Employees in the classifications of Emergency 911 Operator, Police Service Operator and Public Safety Dispatcher will receive a pay increase of five percent (5%) when the employee is designated by the department to train and evaluate an Operator-trainee or Dispatcher-trainee as part of the department's formal training program.

ARTICLE VIII TIME OFF FROM WORK

SECTION 1. ABSENCES: Employees are required to report all absences from work in accordance with departmental and/or City-wide policies. When an employee is unable to report an unscheduled absence, a member of the employee's immediate family or other member of the employee's household will report the unscheduled absence. When an unscheduled absence is reported by anyone other than the employee, the employee is required to contact their immediate supervisor as soon as possible in accordance with departmental policy. Absences will be reported as soon as the employee is aware the absence will occur so that supervisors can plan accordingly. Management may request a health care provider's note in accordance with City Administrative Directive 2.01-7 Employee Leaves. Management will not request confidential medical information.

- A. All leave charges will be in increments of 10 minutes.
- B. Leave will be administered in accordance with City Administrative Directive 2.01-7.
- C. Leave will not be unreasonably denied.
- D. Management recognizes the needs of employees to plan vacations and personal time off. Absent a business need, management will not cancel leave that has previously been approved.
- E. Employees on approved Family Medical Leave (FML) are required to use leave in accordance with the City's Administrative Directive 2.01-7C.

SECTION 2. BEREAVEMENT LEAVE: Employees will be entitled to a maximum of three (3) paid days of Bereavement Leave in connection with the death of an immediate family member within the state of Arizona. An additional two (2) days of paid leave will be authorized in connection with the death of an immediate family member where the employee must travel outside the state of Arizona. The total paid Bereavement Leave not charged to Sick Leave or Vacation Leave will not exceed 40 hours in a calendar year for full-time employees annually (part-time employees receive 20 hours). If paid Bereavement Leave is exhausted, any additional approved bereavement-related absences will be covered by either accrued paid leave (Sick Leave, Vacation Leave, or Compensatory Time, if available for use) or Leave without Pay (LWOP), if applicable paid leave is exhausted.

For purposes of Bereavement Leave, immediate family members are defined below:

- A. **Immediate Family Member of Employee** – The employee's spouse or domestic partner, parents, stepparents, parent surrogate, child(ren), grandparents, grandchild(ren), brother, sister.
- B. **Immediate Family Member of Employee's Spouse/Domestic Partner** – The employee's spouse/domestic partner's parents, stepparents, child(ren), grandparents.

(Note: Aunts, uncles, brother-in-law, sister-in-law, stepbrother and stepsister are not considered immediate family members for purposes of receiving paid Bereavement Leave.)

In special cases, the employee's Department Director may grant a bereavement absence to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of immediate family set forth above.

SECTION 3. HOLIDAYS: Holidays will be observed as listed below and compensation paid in accordance with City Administrative Directive 2.01-6.

HOLIDAY	DATE
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
César E. Chávez Day	Monday closest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holiday	Any day between January 1 and December 31

If such City observed holiday falls on an employee's regularly scheduled day off, that employee shall receive an additional day's pay or another day off within the same pay week (non-exempt employees), or another day off within the same pay period (exempt employees).

SECTION 4. ADMINISTRATIVE LEAVE: At the request of the Department Director, and upon approval of the City Manager, exempt employees covered by this Agreement may be granted up to forty (40) hours of Administrative Leave each calendar year.

SECTION 5. WELLNESS INCENTIVE ALLOWANCE: In accordance with Tucson Code Chapter 22, members are entitled to receive a cash incentive of two hundred fifty dollars (\$250.00) for each six (6) month period in each fiscal year, conditioned that the employee has not used any leave without pay or sick leave, including FML, in the six (6) month period preceding the date of payment. The sick leave incentive payment will be included in a paycheck in February for the first six (6) month period and in a paycheck in August for the second six (6) month period.

ARTICLE IX STRIKES OR WORK INTERRUPTIONS

SECTION 1. STRIKE: It is understood and agreed that the services performed by all City employees are essential to the health, safety, and welfare of all citizens. The Union, on the part of its members individually and collectively, agrees that there shall be no strikes, work slowdowns, or other forms of concerted work interruptions. Management in turn agrees that there shall be no lockout of its employees. Further, the Union and the City Manager, or designee, mutually agree to meet and discuss any matters which may lead to strikes, work slowdowns, or other forms of concerted work interruption.

SECTION 2. SANCTIONS: In the event of any strikes, work stoppages, slow downs, or other forms of concerted work interruption initiated by individual members of the union, the Union hereby acknowledges those sanctions which may be imposed by the City pursuant to the provisions of the City Charter, Chapter XVIII, Section 4.

Any violation of this provision sanctioned by the Union shall constitute a breach of this Agreement, which may then be immediately terminated by the City upon written notice to the Union.

ARTICLE X EMPLOYEE RIGHTS

SECTION 1. EMPLOYEE RIGHTS: Eligible employees have the right to join, refrain from joining and/or maintain membership in the union, free from any form of harassment, intimidation, coercion, threats of force, or reprisal.

SECTION 2. NON-DISCRIMINATION: Neither the City nor the union will discriminate against any employee or applicant for employment or union membership because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial or marital status, political opinions, beliefs or affiliations.

SECTION 3. EMPLOYEE RECORDS:

- A. A member, or their designated representative with written authorization from the employee, may be allowed access to the employee's official personnel file maintained by the City of Tucson Human Resources Department during normal working hours for appropriate business purposes, as set forth in City Administrative Directive 2.02-20. Employment Records. Members shall be provided copies of their own employment records at no cost. Requests for such access shall be directed to the Human Resources Department.

A member may petition their department director that a letter of counseling in their departmental personnel file more than two (2) years old will not be used in future disciplinary or promotional processes, provided that there has been no further disciplinary action for the same or related infraction against the member for a two(2) year period prior to the request.

If the department director approves the petition, any copies of the letter of counseling maintained by the department shall be returned to the member and will not be used in future disciplinary or promotional processes.

- B. If a department director denies a member's petition, the union may request an additional review by the Human Resources Director.

SECTION 4. PERFORMANCE APPRAISALS: Performance appraisals are to be prepared and issued annually as provided in City Administrative Directive 2.02-13 Employee Performance Appraisal.

- A. **Written Rebuttal and Response**: A member who does not agree with their performance appraisal has the right to file a written rebuttal with the Department Director within 30 days of receiving the appraisal. The Department Director or designee shall respond within 30 days. The member may file a copy of the rebuttal with the City Human Resources Department for inclusion in the member's official personnel file.
- B. **Director Response to Merit Denial**: If a member submits a written rebuttal to a performance appraisal that resulted in denial of a merit increase, the Department Director will respond in writing to the member within 30 days of submission of the

rebuttal. Alternatively, the union may request a meeting with the Department Director to discuss the merit denial. The Department Director has the option to meet with the member and union or to respond in writing.

ARTICLE XI GRIEVANCE PROCEDURE

SECTION 1. INTENT: The purpose of this Article is to provide members with a process for the review of certain issues or concerns, to provide an orderly procedure to handle grievances through supervisory levels when necessary, and to resolve grievances as quickly as possible.

SECTION 2. GRIEVABLE ISSUES: Any member or the union with the written consent of its member(s) shall have the right to file a grievance regarding any of the following:

- Interpretation, application, operation, or alleged violation of Administrative Directive/City Policies or Department policy, relating to hours and terms and conditions of employment.
- Disciplinary action not appealable to the Civil Service Commission.

SECTION 3. NON-GRIEVABLE ISSUES: The following are not grievable:

- Actions appealable to or under the jurisdiction of the Civil Service Commission
- Employee performance evaluations
- Salary
- Position classification
- Affirmative action complaints
- Management rights
- Merit increase denials
- Policies established by the Mayor and Council or State or Federal Law
- Work improvement plans
- Conditions of continued employment
- Letter of counseling

SECTION 4. TIME LIMITS: A grievance must be filed in writing within 30 calendar days from the decision of discipline made by a Department Director/designee or from the point that the member or the union became aware of the non-disciplinary grievable issue. If the last day of any time limit falls on a weekend or holiday the next business day becomes the last day.

The union may request an extension beyond 30 days from the department; all requests must be in writing and include the reason(s) for the extension.

SECTION 5. GENERAL PROVISIONS: Grievances must be filed on the union grievance form and must include the date of the incident, member's name, department, union representative name, violations and remedy sought.

- A. Grievances shall proceed within the department's organizational structure.
- B. The member/union must comply with the time limits set forth in the grievance process. If the member/union fails to comply with the time limits, it will constitute an abandonment of the grievance, unless an extension has been granted. If the City does not comply with the time limits, the grievance will move to the next step of the grievance process.
- C. A grievance shall be considered resolved at the completion of any step if all parties are in agreement.
- D. Once a grievance has been reviewed and denied, repeated filing of grievances on the same issue will not be permitted.
- E. The grievant may designate union representation at any step of the grievance process. The member may waive their presence at any discussion of their grievance between the City and the union. The union does not have grievance rights for non-union employees or employees belonging to another bargaining unit.
- F. The grievant shall have the right to determine whether or not they wish to proceed with the grievance process. The union may not pursue a grievance that the grievant wishes to end.
- G. No more than two (2) authorized union representatives may attend grievance meetings on City time.
- H. Grievances will be handled during the regularly scheduled working days and hours of the parties involved to the extent possible.
- I. Upon completion of the grievance process, department management shall ensure that the grievant does not experience any retaliation for having pursued the grievance. The final resolution by the City Manager or designee will be carried out in accordance with the grievance process timelines.
- J. While pending, the City will not meet or discuss the grievance with the grievant without union representation present.
- K. Any member shall have the right to present grievances directly to the City using the City Grievance Process.

SECTION 6. GRIEVANCE PROCESS: The Grievance Process will be as follows:

- **Step One:** The grievance process begins with the delivery of the written grievance to the employee's divisional administrator within 30 calendar days of the alleged violation, interpretation or action being grieved. In disciplinary actions, the 30 day filing period shall begin on the date when the final disciplinary decision is made.

Within ten (10) calendar days, the member or the member's union representative shall meet with the divisional administrator to discuss the grievance. The divisional administrator will consider the arguments presented at the grievance meeting along with any written information provided. Within ten (10) calendar days of the meeting, the decision of the divisional administrator shall be confirmed in writing and shall outline the reasons for the administrator's decision. The written decision shall be returned to the union representative along with a copy of the grievance.

- **Step Two:** Within ten (10) calendar days of receipt of the response from the divisional administrator, the member's union representative may move the grievance in writing to the department director. A meeting will be held no later than ten (10) calendar days after the department director receives the grievance. The department director shall provide a written decision outlining the reasons for the decision to the union representative within ten (10) calendar days of the meeting.
- **Step Three:** If the department director's response is not acceptable, the union representative will forward the grievance to the City Manager within ten (10) calendar days. The union's request for further review will be indicated in writing and the entire grievance package delivered to the City Manager within ten (10) calendar days of the department director's decision.

Within ten (10) calendar days of receiving the grievance, the City Manager may offer a resolution acceptable to the grievant or will refer the grievance to the Grievance Committee.

The Grievance Committee is a neutral administrative hearing board and shall be composed of two City employees and one neutral third-party. One committee member will be selected by the Department and one committee member will be selected by the union. To maintain the neutrality of the Committee, none of the committee members can have had involvement with the specific case. A new committee will be designated for each grievance. The grievance committee will meet within 15 calendar days of their appointment. The Committee will have 15 calendar days from the date of its first meeting to prepare a written memo of its recommended solution.

The Human Resources Department will act as a neutral facilitator of the Grievance Committee process to ensure that the Committee has access to all information necessary to make an informed decision and to ensure that the Committee limits its review to the specific grievance. Both the City and the union will have the

opportunity to present the grievance to the Committee. The Committee has the authority to call witnesses and review all necessary records and reports. During the deliberation of the grievance, the Grievance Committee members shall not testify on behalf of either the grievant or the City.

The written memo will be forwarded to the City Manager's Office. The City Manager or designee will review the recommendation of the Grievance Committee and will provide a final written solution to the department, grievant, grievant's representative, and Committee members within 15 calendar days.

ARTICLE XII SAFETY, HEALTH AND ENVIRONMENT

SECTION 1. GENERAL: Occupational health and safety are the mutual concerns of the City, the union, and the employee. The union will cooperate with the City by requiring employees to observe applicable safety rules and regulations. The City and employees shall comply with applicable Federal, State, and local safety laws, rules, and regulations, as administered by:

- Occupational Safety and Health Administration (OSHA) - www.osha.gov
- Industrial Commission of Arizona (ICA), Arizona Division of Occupational Safety and Health (ADOSH) www.ica.state.az.us/ADOSH/oshatop.htm
- Arizona Department of Transportation - www.dot.state.az.us/
- U.S. Department of Transportation - www.dot.gov/

The City and the union require management and employees to familiarize themselves with applicable City Administrative Directives related to safety, health and the environment.

SECTION 2. REPORT, EVALUATION, AND ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS:

If a member finds working conditions that they feel are unsafe or unhealthy, the member shall inform their immediate supervisor to resolve the alleged unsafe or unhealthy conditions. If the member does not agree with the explanation, or actions taken by the supervisor in satisfying the alleged unsafe conditions, the member has the right to stop work and contact a union representative for assistance.

The supervisor will then notify the department director that a disagreement exists regarding safety conditions and request an immediate intervention in the matter. The member may elect to have union representation in accordance with the provisions of Article VI, Union Rights. The department director shall immediately investigate the safety conditions and respond to the supervisor, the member, and the union representative. If the situation cannot be resolved with the department director, the department director shall consult the Central Safety Services Division for assistance before rendering a decision.

SECTION 3. COMPREHENSIVE ANALYSIS OF INJURIES AND ILLNESSES:

As part of the City's safety program, the City will analyze reported claims of occupational injury or illness, in order to determine causes and appropriate corrective action concerning patterns of illnesses, injuries and disabilities.

SECTION 4. TRAINING:

- A. The City will provide safety and health training for employees, including specialized job safety training that is applicable to the essential functions of the employee's position.
- B. The City will offer Wellness programs that include stress management.

SECTION 5. ALLEGATIONS OF RETALIATION: The City will not retaliate against an employee for filing a report of an unsafe or unhealthful working condition or environment.

SECTION 6. ENVIRONMENTAL CONCERNS:

- A. Concerns should be addressed to the employee's department director in writing with a copy to the City's Central Safety Services Division.
- B. Copies of inspection reports will be provided in a timely manner to the union upon request.
- C. When the City will be altering/renovating the physical work site, the City will notify employees in a timely manner.
- D. Individuals with special health needs must notify their supervisor and City Human Resources of any request for reasonable accommodation.

SECTION 7. EMPLOYEE ASSISTANCE PROGRAM: The City will provide an Employee Assistance Program to support employees in addressing life challenges.

SECTION 8. SECURITY:

- A. The City is responsible for providing a safe work environment for all employees. Each department is responsible for assessing the workplace and developing emergency plans for public access areas when appropriate.
- B. Employees will promptly report all incidents of harassment or physical abuse to their supervisor, department director or the Equal Opportunity Programs Division (EOPD).
- C. All phones will be labeled with appropriate emergency numbers. Any phone needing a label should be reported to the Central Safety Services Division.

SECTION 9. DEATH BENEFIT: The City shall provide a death benefit in the amount of \$25,000 to the survivor(s) of any CWA-eligible employee who is killed while directly performing duties as an employee of the City or who dies as a result of an occupational illness or occupational exposure directly related to their employment by the City of Tucson.

1. "Survivor(s)" shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.
2. While this death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City that such monies be used to assist in the payment of the employee's funeral expenses.

ARTICLE XIII TERMS AND CONDITIONS OF AGREEMENT

SECTION 1. AGREEMENT TERMS: The Agreement shall be in full force and effect beginning January 1, 2015, and thereafter from year to year, through June 30, 2019. Notification of the expiration of this Agreement, and any extension thereof, shall be 120 days prior to its expiration date.

- A. Reopeners. Each party may reopen up to five (5) sections each year, including proposal of new sections. Notice of intent to reopen shall be provided in writing no later than February 1 of each year.
- B. In the event that the Mayor and Council authorize any pay increase which would affect the wage rates of all positions in any represented employee units, the City Manager will recommend that Mayor and Council will make the same adjustment affecting the wage rates of all positions represented by CWA.
- C. Any of the following changes not adopted by the City for all of its permanent employees will not be in effect for this Agreement:
 - Removal of Personal Leave Day incentive.
 - Overtime calculated as time worked, including vacation leave, in excess of 40 hours in a seven (7) consecutive day work period.
 - Compensatory time is paid out at the time when an employee either transfers departments or promotes to a higher pay grade.

SECTION 2. EXTENSION PROVISION: If negotiations have started for a new Agreement before the expiration of this Agreement, the terms of this Agreement will be honored.

SECTION 3. SEVERABILITY & MANDATES: By mutual consent, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing, and shall contain a detailed statement of the proposed changes. The parties agree to schedule the first meeting for negotiating the amendment within thirty (30) calendar days of receipt of the request to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments.

ARTICLE XIV SEVERABILITY

SECTION 1. PROVISIONS: If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder shall remain in full force and effect.

SECTION 2. LEGAL CHANGES: In the event changes are made in any State or Federal Law, Charter provision, City Code, or in the Civil Service Rules and Regulations, contrary to any provision of this Agreement, those parts shall be automatically terminated. However, the remainder of this Agreement shall remain in full force and effect. The parties shall begin negotiating within thirty (30) calendar days for the purpose of replacing any such invalid or illegal provision.

IN WITNESS WHEREOF, the parties hereto have set their hands this July 7, 2015

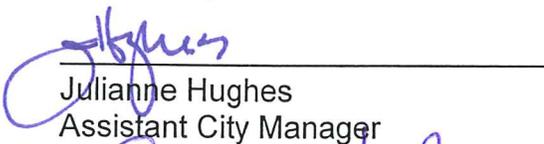
ACKNOWLEDGED AND DATED THIS July 7, 2015.

CITY OF TUCSON

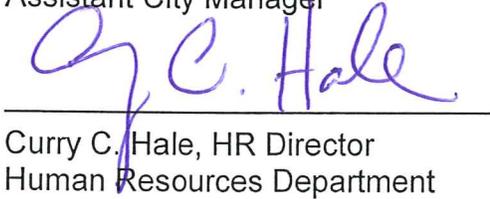
COMMUNICATIONS WORKERS OF AMERICA



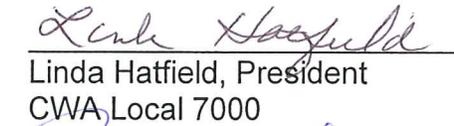
Martha Durkin
~~City Manager~~ Deputy City Manager



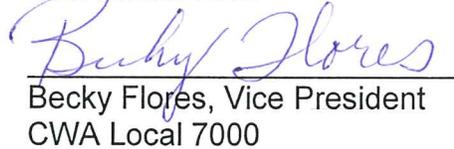
Julianne Hughes
Assistant City Manager



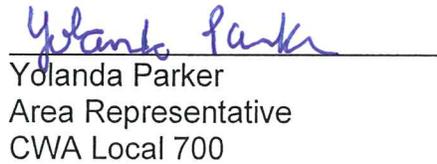
Curry C. Hale, HR Director
Human Resources Department



Linda Hatfield, President
CWA Local 7000

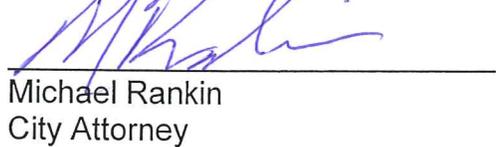


Becky Flores, Vice President
CWA Local 7000



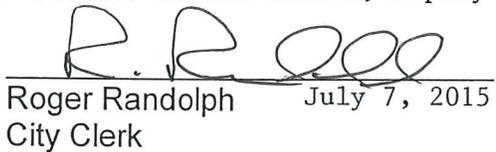
Yolanda Parker
Area Representative
CWA Local 700

APPROVED AS TO FORM:



Michael Rankin
City Attorney

ATTEST: Martha Durkin, Deputy City Manager, only



Roger Randolph July 7, 2015
City Clerk