

TUCSON POLICE OFFICERS ASSOCIATION

EXHIBIT A TO RESOLUTION NO. 22426

CITY OF TUCSON CONTRACT NO. 18201

TABLE OF CONTENTS

ARTICLE 1 SCOPE..... 3

ARTICLE 2 RECOGNITION 5

ARTICLE 3 RIGHTS OF REPRESENTATION 7

ARTICLE 4 MANAGEMENT RIGHTS 9

ARTICLE 5 TPOA RIGHTS 10

ARTICLE 6 CONFERENCE BOARD MEETINGS 14

ARTICLE 7 WORK INTERRUPTION..... 15

ARTICLE 8 NON-DISCRIMINATION..... 16

ARTICLE 9 EMPLOYEE RIGHTS 17

ARTICLE 10 TERMS & CONDITIONS OF AGREEMENT 24

ARTICLE 11 SEVERABILITY 25

ARTICLE 12 HOURS OF WORK 26

ARTICLE 13 OVERTIME..... 28

ARTICLE 14 HOLIDAYS 30

ARTICLE 15 LEAVES 31

ARTICLE 16 LIABILITY INSURANCE 34

ARTICLE 17 JUDICIAL PROCEEDINGS 36

ARTICLE 18 CALL-OUT..... 38

ARTICLE 19 SHIFT DIFFERENTIAL PAY..... 39

ARTICLE 20 CLOTHING AND EQUIPMENT 40

ARTICLE 21 ASSIGNMENTS 42

ARTICLE 22 COMPENSATION SYSTEM & MEDICAL & DENTAL BENEFITS 43

ARTICLE 23 GRIEVANCE PROCEDURE..... 44

ARTICLE 24 DEATH BENEFITS..... 49

ARTICLE 25 ALLOWANCES 50

ARTICLE 26 PARKING 53

MEMORANDUM OF UNDERSTANDING - CLOTHING & EQUIP.....54

MEMORANDUM OF UNDERSTANDING - ASSIGNMENT PAY.....55

SIGNATURE PAGE.....56

ARTICLE 1
SCOPE

1. This agreement recognizes the TPOA as the single labor organization to represent the employee group who hold the rank of Sergeant and below as defined by Tucson Code Chapter 14, adopted by Mayor and Council on March 8, 2011. The TPOA and the City of Tucson agree to bargain in good faith.
2. This Agreement is reached pursuant to the meet and confer process established by Tucson Code Chapter 14 and constitutes a statement of agreed upon goals and intentions to be implemented through the city's standard legislative and administrative procedures. This agreement cannot contradict, supersede, conflict with or modify the Tucson Charter, the Tucson Code, and the civil service commission rules and regulations.
3. Within 90 days of the final ratification of this Agreement, the City shall amend all appropriate City Administrative Directives/City Policies to implement the provisions specified herein.
4. As defined by Tucson Code Chapter 14(a)(1), the commissioned personnel of the Tucson Police Department through the rank of sergeant are eligible for representation by the TPOA.

Nothing herein shall in any way be interpreted or construed to establish any contract or property right to continued employment for a probationary employee nor to establish any right that would conflict with the Tucson Charter, Tucson Code and Civil Service Rules and Regulations regarding probationary employees. Probationary employees remain employees at will who may be terminated from the probationary position with or without cause or reason during the probationary period. Nothing herein shall provide any contract right, property right or grievance right regarding any performance evaluation, training, work schedule, job assignment or other term or condition of work that Management determines, in its sole discretion, is necessary to evaluate the probationary employee.

5. During the term of this Agreement any new non-management commissioned classification established by the Human Resources Director with the approval of the City Manager shall be eligible for representation by the TPOA with the mutual consent of both parties.
6. The following definitions and terms apply throughout this Agreement:
 - A. "The City" or "employer" – the City of Tucson.
 - B. "The Department" – the Tucson Police Department.
 - C. "The TPOA" – the Tucson Police Officers Association.

- D. "Employee" – a salaried police officer, detective, hazardous device technician, sergeant, or marshal employed by the City of Tucson Police Department.
- E. "Member" – a Department employee who is a member of the TPOA.
- F. "Days" – calendar days
- G. "Chief of Police" or "Chief" – the Chief of Police or the Chief's authorized designee.
- H. "City Manager" or "Manager" – the City Manager or the Manager's authorized designee.
- I. "Probationary" – refers to original employment probation.

ARTICLE 2

RECOGNITION

1. The City recognizes the TPOA as the sole and exclusive representative on behalf of all employees covered by this Agreement, and the TPOA shall have the sole and exclusive rights of representation provided for in Article 5. The TPOA agrees that recognition is subject to challenge by any other labor organization wishing to represent eligible employees of the Tucson Police Department as provided for under the terms and conditions of Tucson Code Chapter 14.

Unless otherwise provided in this Agreement, all negotiations or discussions shall be conducted between the City Manager (or designee) and President of the TPOA (or a membership designee).

Consistent with Tucson Code Chapter 14, all employees covered by this Agreement shall be represented by the TPOA with respect to the terms and conditions of this agreement. No employee shall be required to be represented by the TPOA.

2. Nothing contained in this Agreement shall be construed so as to interfere with the right of an individual, whether a member of the TPOA or not, to represent their own salary request as provided in Tucson Charter Chapter VII. 2 or file a grievance as provided in City Administrative Directives. Once a grievance has been filed under one of the grievance procedures, it cannot be filed under a different procedure at a later date.
3. The TPOA shall not enter into any coalition negotiations, either on a formal or informal basis, with any organization which negotiates with the City pursuant to Tucson Code Chapter 14. Off-duty activity by TPOA members will not be in conflict with their duties and responsibilities as police officers and the duty to uphold and enforce the law. Any violation may subject the member to discipline, up to and including termination.
4. No TPOA activity or TPOA business of any kind will be carried on during working hours or on City premises which is not permitted under Tucson Code Chapter 14 or as otherwise provided for under the conditions and terms of this Agreement.
5. The conduct of activities by the TPOA shall be in accord with the provisions of the Tucson Charter, specifically, but without limitation, Tucson Code, Sections 10-18.

6. Employees who are TPOA representatives shall not receive any City compensation other than reasonable expense allowances or reimbursements for performing their duties as authorized by Tucson Code Chapter 14 and pursuant to the terms and conditions of this Agreement.

ARTICLE 3
RIGHTS OF REPRESENTATION

1. Consistent with Tucson Code Chapter 14, the TPOA has the exclusive right to represent employees in any negotiation under this Agreement following established procedures set by the City Charter, Code, and the Civil Service Commission Rules and Regulations. The TPOA's right of representation shall not require any employee to be represented by the TPOA concerning these matters.
2. The TPOA acknowledges that representation of employees covered by this Agreement on wages and salaries shall be conducted in accord with the provisions of Tucson Charter, Chapter VII, 2. However, if the Mayor and Council designate and delegate to the City Manager the authority to negotiate wage and salary disputes on behalf of the Mayor and Council, the TPOA will recognize the City Manager or designee as the sole representative of the City for discussion of wage and salary disputes.

The TPOA further agrees that subsequent to the initiation of formal contract negotiations, the TPOA shall meet and discuss only with the City Manager or designee, and with no other City body, agency, or individual, including the Mayor and Council, until such time as the parties mutually agree that a total impasse has been reached or the final agreement is forwarded to Mayor and Council for consideration.

The City agrees that subsequent to the initiation of formal contract negotiations, there shall be no communication by the City or its representatives in an attempt to unduly influence employees to settle on an Agreement, until such time as the parties mutually agree that a total impasse has been reached or the final agreement is forwarded to Mayor and Council for consideration.

The TPOA and the City Manager or designee further agree to bargain in good faith on all matters relating to wages, fringe benefits, working conditions, and hours of work.

Beginning fiscal year 2016, when the City's general fund unassigned fund balance as a percentage of revenues plus transfers-in is 95% of the average of Phoenix, Mesa, Tempe, Glendale and Scottsdale Arizona; the City shall determine the average mid-point wages of the police departments of the cities mentioned above, and recommend to Mayor and Council the approximate Tucson mid-point wage at 95% of the average of those cities as a basis for determining a wage schedule. Nothing in this section will limit the City's ability to recommend a wage increase outside of these parameters.

3. Employees have the right to join and remain members of the TPOA and to be free from any form of harassment, intimidation, coercion, threats of force or

reprisal by the City, and all City management personnel with respect to the exercise of any rights under Tucson Code Chapter 14 and this Agreement.

It is understood and agreed that employees have the equal right to refrain from any or all TPOA activities and to stay out of or resign from TPOA membership free from any form of harassment, intimidation, coercion, threats of force or reprisal by the TPOA.

ARTICLE 4
MANAGEMENT RIGHTS

The rights of the city, through its management officials, shall include, but shall not be limited to the following:

1. to determine the purpose of each of its departments;
2. to exercise control and discretion over the organization and efficiency of operations of the city;
3. to set standards for services to be provided to the public;
4. to direct the employees of the city, including the right to assign work and overtime;
5. to hire, compensate, examine, classify, promote, train, transfer, assign and schedule city employees;
6. to suspend, demote, discharge, or take other disciplinary action against employees for cause;
7. 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 a material change in the duties or organization of a department;
8. 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;
9. to establish, modify, combine or abolish job classifications;
10. to change or eliminate existing methods, equipment or facilities.

The city's management rights are not subjugated 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.

ARTICLE 5
TPOA RIGHTS

1. The City will provide a designated space in an area accessible to employees for a TPOA bulletin board in each police facility. The board shall be used only for the following TPOA business:
 - A. TPOA recreational, social, labor relations, and related news bulletins;
 - B. notices of scheduled TPOA meetings;
 - C. information relating to TPOA elections;
 - D. official reports of TPOA committees or the Executive Board.

Prior to posting, all materials shall be initialed by an authorized TPOA representative and the Chief of Police. All approved posting must contain the date of posting and the signature of the person posting. Violations of this Section as determined by the Chief of Police shall entitle the City to suspend the right to post for a period of up to thirty days.

2. Use of City or Department interoffice mail or e-mail systems by the TPOA will be strictly restricted to communication between TPOA representatives and City or Department employees on matters directly related to this Agreement, including official grievance matters. Exceptions must be approved in advance by the Chief of Police or his designee.
3. With prior approval of the Chief of Police, the President of the TPOA or his designee(s) shall be permitted union leave to represent the employee group at scheduled public hearings of the Mayor and Council or Civil Service Commission in matters directly related to this Agreement. The President of the TPOA or the President's designee(s) shall be allowed union leave to attend hearings and meetings of committees to which they are appointed by the City Manager or Chief of Police and other duties as determined by the Chief of Police.

Subject to the approval of the Chief of Police, based on Department staffing needs, members of the Contract Negotiation Committee shall also be allowed union leave to attend meetings of the committee. A maximum of five representatives from City management and five representatives from the TPOA shall attend the negotiation meetings.

4. TPOA shall be permitted up to 250 Association leave days each fiscal year for use by TPOA members to conduct certain organization business. The TPOA agrees to reimburse the City for the pay and cash benefits of employee(s) for all leave days utilized by employee(s) on behalf of the TPOA in excess of 250 days or where the number of days is less than 250 but exceeds the leave bank.

The City will deduct up to two hours of vacation leave time from all TPOA members annually, crediting the time to an "Association Leave Bank." Each new member shall provide written authorization for the deduction. This deduction will occur once annually and the member's vacation balance will be charged when the collection is processed. The TPOA will submit a request for use of Association Day(s) to the department's management labor liaison who will charge the bank and periodically report use and balance to the TPOA President. The maximum accrual of Association Days at any time shall not be greater than 250 days. The annual vacation leave deduction will be adjusted accordingly if the normal two hour draw would cause the leave bank to exceed 250 days.

5. The Chief of Police will place the TPOA President on weekday shift assignments to facilitate the coordinating aspects of their position in relation to this Agreement. Such placement shall not exclude this employee from reasonable overtime and holiday work nor a return to the position held prior to such placement. This employee shall be permitted reasonable duty time to carry out their duties as an employee representative related to this Agreement but are expected to perform regular police assignments as an employee of the Police Department.
6. TPOA shall designate an employee as the Chair of the Grievance Committee. The employee selected shall not be in any probationary status. The Chair shall be primarily responsible for attending Boards of Inquiry and handling of grievances on behalf of TPOA and shall be permitted reasonable leave without loss of pay to perform those duties. The Chair may also be assigned other duties at the discretion of the Chief of Police as part of the Chair's regular duties. Such assignment shall not exclude this employee from non-union leave law enforcement duties which require overtime or holiday work. Any dispute regarding this section shall be resolved by the City Manager.
7. The TPOA shall be permitted twenty (20) grievance representatives, not including the Chairman of the TPOA Grievance Committee that will be allowed union leave to attend scheduled annual training and to investigate and process grievances, which will not be considered TPOA days subject to reimbursement provided operation of the Police Department will not be unduly disrupted.

The Chairman of the TPOA Grievance Committee will be the primary contact with the Police Department administrative staff and will coordinate the activity of the TPOA grievance representatives. The TPOA will provide the Chief of Police a list of all TPOA grievance representatives and will keep the list current. Failure to provide and keep the list of grievance representative members current will result in the suspension of all provisions of this Section of this Article until a current list is provided.

8. City paid Union leave under this Agreement shall be reported by the member using a leave card or a reporting system. Union leave shall be documented showing how the time is going to be spent. Union leave shall be compensated only at the member's regular rate of pay and shall not include overtime or additional compensation. Union leave shall be subject to prior approval of the Chief based upon maintaining effective operation of the Department. Permission for its use shall not be unreasonably denied. Any dispute regarding this section shall be resolved by the City Manager.
9. The City agrees to deduct TPOA membership dues from the salaries of all City employees who are TPOA members and to remit such dues biweekly to the TPOA less \$.02 per member per pay period for processing the deduction. Such deduction shall be made upon written authorization of each employee. The authorization shall remain in effect unless notice of its termination is given in writing as prescribed on the authorization card maintained by the Payroll Division of the City. The City shall not make dues deductions for any other public safety organization representing employees covered by this Agreement during its term. If an improper deduction is made, the TPOA shall refund any such amount directly to the employee.
10. The TPOA shall be permitted to present information concerning this Agreement and the organization to eligible new employees. This information may be presented during a regular class session prior to assignment to field training at a time when non-TPD trainees are not present. The date shall be scheduled with the academy staff who will monitor the presentation. Any new employee may leave prior to or during the presentation if they desire.
11. When an employee is involved in a major incident such as a shooting or serious accident and a notification/call is initiated per Tucson Police Department procedures, the TPOA President or designee shall also be notified.

12. The TPOA shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs incurred by the City as a result of or by reason of action taken or not taken by the City in compliance with the provisions of this Article.

ARTICLE 6
CONFERENCE BOARD MEETINGS

1. Police Department Conference Board meetings shall be held upon request of either the TPOA or the City. The purpose of these meetings shall be to resolve any dispute or difference in interpretation of this agreement and discussion of any other topics mutually agreeable to the parties. A maximum of four representatives from Police Department management and four representatives from the TPOA shall attend these meetings. Upon request of either the TPOA or the Chief of Police, the City Manager will be asked to participate. It shall be the function of the City Manager to resolve any dispute or difference in interpretation of this Agreement. Arrangements for the meeting shall be mutually agreed upon by all parties. Both the TPOA and the Police Department shall notify each other in writing of the subjects they wish to discuss two weeks in advance of the meeting.

2. It shall be the duty of the City and the TPOA to exert every reasonable effort to settle all disputes concerning the terms and conditions of this Agreement. The parties agree to negotiate in good faith all disputes arising from this Agreement.

3. The exercise of management's rights does not preclude employees from consulting or conferring with management about the practical consequences of management decisions in the areas of wages, hours, fringe benefits, and working conditions, consistent with other articles of this Agreement. In the same spirit, management is not obligated to provide detailed explanations of every decision made in accordance with this Agreement.

ARTICLE 7
WORK INTERRUPTION

1. It is understood and agreed that during the term of this Agreement, the TPOA and its members will not participate in the instigation, organization, leadership, or execution of any strike, work stoppage, slow-down, or other form of concerted work interruption, and further agree to assist, fulfill, and provide the continuing orderly execution of all police services. Any violation of this Article shall be a material breach of this Agreement, which may then be immediately terminated by the City upon written notice to the TPOA.

2. It is the intent of this Article that only the duties related to the mission and concept of the Police Department shall be performed by its employees. In the event of a strike or job action by other City employees, it is not the intent of the City to require Police employees to perform non-police duties.

ARTICLE 8
NON-DISCRIMINATION

Neither the City nor the TPOA will discriminate against an employee or applicant for employment or TPOA membership because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, or familial status or marital status. The TPOA shall take affirmative action to ensure that each employee who is a current member has the right of representation under this Agreement and that all employees are treated equally during their period of representation without regard to their race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, or familial status or marital status. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 9
EMPLOYEE RIGHTS

1. It is recognized that allegations of misconduct against employees, including citizen complaints of a non-criminal nature, must be investigated to preserve the integrity of the police profession and the confidence of the public in its police department. Investigations of misconduct will be carried out in an expeditious and professional manner.

Any investigation or review involving an employee shall be conducted only on the direction of the Chief of Police, City Manager or designee, Finance Director, or the City Attorney.

Investigations will be conducted with full regard for the employee's reputation and all legal rights. Assignment of investigators will be made with sensitivity to any personal and professional relationships that may exist.

2. It is the policy of the City of Tucson and the Police Department to fully and completely investigate all citizen complaints about police officers. It is understood, however, that criminals facing prosecution sometimes file false complaints as part of their defense to criminal charges. For this reason, a person who initiates a complaint against a police officer shall be provided with a written notice advising:

"In accordance with Arizona law, in all instances where a knowing false report is made to the agency, it is the policy of the Tucson Police Department to pursue criminal prosecution. In addition to any criminal penalties provided, the police officer involved may file a civil lawsuit for damages attributed to such false report."

The Department representative accepting the complaint shall note the date and time the complainant was advised of the notice.

3. Employees who are interviewed as witness officers to any investigation shall be advised they are witnesses prior to the interview. Statutory provisions allowing for witness officers to have a representative present during the interview will be adhered to by the Department.

4. **CRIMINAL INVESTIGATIONS**

- A. An employee who is a subject of a criminal investigation shall be informed of the criminal nature of the investigation at the time of any interview or interrogation and will be provided with an opportunity to obtain legal counsel before any questioning about the case begins.
- B. An employee may contact a TPOA representative for the purpose of arranging legal counsel. The TPOA representative may accompany the

employee until counsel arrives. Once the attorney arrives, the TPOA representative may be required to leave.

- C. An employee will be informed of the existence and outcome as soon as practical following conclusion of the investigation and whether a subsequent administrative investigation or review will be conducted.

5. ADMINISTRATIVE INVESTIGATIONS

- A. An "Administrative Investigation" as used in this Article involves non-criminal allegations of misconduct by an employee that the Department reasonably believes may result in dismissal, demotion or suspension but does not include questions or required reporting that:
 - 1. Occurs in the normal course of duty, counseling or instruction or in connection with an informal verbal admonishment by or other routine or unplanned contact with, a supervisor or any other law enforcement officer; or
 - 2. Involves preliminary questioning to determine the scope of the allegations or if an investigation is necessary.
- B. The Department should take action within 30 days of the occurrence or discovery of an infraction that may lead to disciplinary action under this section unless extenuating circumstances exist including, but not limited to, investigation(s) of wrongful conduct, discrimination/sexual harassment or accident.
- C. The Department will strive to complete the investigation of a non-criminal matter within 30 days of the initiation of the investigation. Requests for extension beyond 30 days must be in writing, e-mail or other electronic communication and include the reason(s) for the extension request. Only the Chief of Police or an Assistant Chief may authorize an extension which shall be copied to the TPOA Grievance Chairperson and become a permanent part of the investigative file.
- D. An employee shall be informed of the existence of all administrative investigations within 30 days of the initiation of the investigation except when, due to the nature of the investigation, such notice would compromise the investigation.
- E. If the Department interviews an employee in an administrative investigation, the Department shall provide the employee with written notice prior to the interview that states:
 - 1. The employee may request to have a representative present during the interview provided the interview will not be unreasonably delayed. The

representative shall only be an observer at the interview, shall not be an attorney, shall be a Department officer or other person approved by the Chief of Police and shall be available on reasonable notice.

2. The employee is entitled to reasonable breaks during the interview to consult with authorized persons, including an attorney, who are immediately available.
3. The employee may not be disciplined or subject to threatened or actual retaliation for requesting that a representative be present on the employee's behalf.
4. All known allegations of misconduct that are the basis of the investigation, the specific nature of the investigation, the employee's status in the investigation.

The notice shall include copies of all complaints that contain the alleged facts that are reasonably available, except for copies of complaints that are filed with the City that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the equal employment opportunity commission.

At the conclusion of the interview, the employee is entitled to a reasonable period of time to consult with the employee's representative and may then make a statement not to exceed five minutes addressing specific facts or policies that are related to the interview.

- F. Interviews of employees will be at a reasonable hour, preferably when the employee is on duty. Interviews will be completed within a reasonable time and shall be conducted in a professional manner using standard investigative and interviewing techniques. The employee shall be given reasonable breaks for personal necessities, meals, telephone calls, and rest periods upon request.
- G. Interviews may be recorded by the interviewer. In addition, an employee who is a subject of an administrative investigation may record the interview after giving notice. Equipment for recording shall be the responsibility of the requesting party.

Upon completion of an investigation of an employee the Department will, upon request of the employee, provide a basic summary of any discipline administered against any other law enforcement officer of similar rank and experience of the same or similar violation occurring within the previous two years.

This agreement preempts any conflicting provision in A.R.S. §38-1101 et.seq.

6. ADMINISTRATIVE REVIEW

- A. Upon request of the employee(s) involved or a TPOA member representative on behalf of the employee(s), Internal Affairs will provide the review status of any completed investigation.
- B. The reviewing chain-of-command will have 30 days to review completed investigative packages. Only the Chief of Police or an assistant chief may authorize an extension. The authorization must be in writing, e-mail or other electronic communication and shall be copied to the TPOA Grievance Chairperson and become a permanent part of the investigative file. The employee(s) involved shall be notified of the extension.
- C. Upon completion of an administrative review, the employee shall be notified of the outcome of the investigation and review.

7. INVESTIGATIVE FILES

- A. Completed investigative files are public record; however, they may contain confidential information. An unredacted file may only be reviewed by order of the Chief of Police, in compliance with a court order, by the Independent Police Auditor, the subject employee(s), or by a TPOA representative with the written approval of the subject employee(s).
- B. When a public records request is made for an investigative file, the request will be fulfilled to the extent required by the Arizona Public Records Act and other applicable laws. All confidential information shall be redacted from the released copy and any involved employee(s) will be notified of the request prior to release of the redacted file, if at all possible.
- C. When litigation occurs over release of non-discoverable information in an investigative file, the City's attorney will seek an in camera inspection of the file and, with the assistance of Internal Affairs, produce the file for inspection as required by the Court. The Court's orders with respect to release of the file will be followed.

8. BOARDS OF INQUIRY

Employee(s) may be accompanied by one TPOA member representative at any hearing or interview by a Board of Inquiry where the findings or recommendations of the Board could result in disciplinary action against the employee(s) provided the interview will not be unreasonably delayed. The representative shall only be an observer at the interview, shall not be an attorney, shall be a Department officer or other person approved by the

Chief of Police and shall be available on reasonable notice. The representative may ask clarifying questions on behalf of the employee and may record the hearing.

A TPOA representative may sit as a non-participating observer of the full formal Board of Inquiry proceedings and may record the proceedings. The TPOA Grievance Chairman shall be notified in a timely manner of the date, time, and location of the formal Board of Inquiry proceeding.

The TPOA Grievance Chairman shall be notified at the same time as the individuals attending the Board of Inquiry of the date, time and location of the formal Board of Inquiry proceeding.

9. DISCIPLINARY ACTION

- A. Disciplinary action includes a written reprimand, demotion, reduction in pay or position or discharge imposed because of employee misconduct. Disciplinary action that results in dismissal, demotion or reduction of pay or position, a single suspension without pay for more than ten (10) days/eighty (80) hours or an aggregate of suspensions without pay of in one year from the date of the first suspension which exceeds ten (10) days/eighty (80) hours is appealable to the Civil Service Commission. Disciplinary action that involves a suspension of the (10) days or less and does not exceed the aggregate of ten (10) days/eighty (80) hours in a one year period from the date of the first suspension or a written reprimand is subject to the grievance procedure in Article 23.

- B. An employee shall receive a written *Notice of Intent to Discipline* and *Exhibit A* which shall include the supporting documents including, but not limited to: rule(s), procedure(s), directive(s), policies, correspondence, memos, investigation and/or incident reports upon which the action is based. The notice shall include advice of the employee's right to grievance or Civil Service appeal, whichever applies.

- C. Prior to the Department imposing discipline, the employee shall be given a *Notice of Intent to Discipline* and the *Exhibit A* informing the employee of his/her opportunity to present a written response and meet in person with the Chief at a scheduled time, date and place prior to the imposition of discipline. For discharge cases, the *Notice of Intent* shall be given to the employee at least seven (7) working days in advance of the pre-discharge review meeting. The employee will be placed on imposed leave with pay from the time the

Notice of Intent is issued until the pre-discharge meeting. For non-discharge cases, the *Notice of Intent* shall be given to the employee at least two workdays in advance of the pre-discipline meeting. The employee will submit their reason(s) via a departmental memorandum to the first level of recommendation through the chain of command, and will only be allowed one opportunity to present their reason(s). This option will not impact the right of the employee to grieve or appeal the discipline.

- D. The Chief of Police must schedule a meeting with the employee to provide the employee an opportunity to respond to the *Notice of Intent*. The meeting is not an adversarial hearing. The employee may present reasons, along with information and documentation to refute the proposed disciplinary action. The employee may be accompanied by a TPOA representative. The representative's role is limited to consulting and advising the employee. The representative will be permitted to ask clarifying questions of the employee and present a statement on behalf of the employee.
- E. After the scheduled meeting, the Chief 's decision shall be documented in a *Notice of Decision*. A copy of the *Notice of Decision* shall be given to the employee. The original of the *Notice of Decision* and *PARF* must be completed with the required signatures and submitted to *Disciplinary Packet* to the Human Resources Department.
- F. In addition to the above, the following policies apply to suspensions:
 - 1. All suspensions shall commence immediately upon issuance of the *Notice of Decision*, completion of the grievance process, or as soon as administratively possible. In no event shall a suspension commence later than sixty (60) days from the *Notice of Decision*, unless the employee is on authorized medical or military leave.
 - 2. All suspensions shall be imposed on consecutive workdays and include loss of paid holidays.
 - 3. Employees may be suspended without pay in increments of not less than one workday.
 - 4. Hours of suspension will not be considered as hours worked for purposes of calculating overtime for the work week.

G. Subject to the approval of the Chief of Police, permanent employees facing a disciplinary suspension not appealable to the Civil Service Commission may elect to work during the suspension period and forfeit annual leave and/or compensatory time for the number of days equal to the suspension, or to the extent of the employee's annual leave/compensatory time balance. Annual leave/compensatory time shall be forfeited in increments of one full day. Forfeited annual leave/compensatory time will not be considered time worked for purposes of overtime calculation. An employee who chooses this option shall waive the right to grieve the disciplinary action. The Chief of Police's decision to deny approval of this option is not a grievable matter. Forfeiture of annual leave and/or compensatory time shall not alter the record of discipline in any manner, including the calculation of time of service.

ARTICLE 10
TERMS & CONDITIONS OF AGREEMENT

1. This Agreement shall become effective on July 1, 2015 (subject to the approval of the City and the TPOA) and shall remain in effect through June 30, 2018.
2. Notification of intent to renegotiate this Agreement by either party shall be in writing, not less than 90 days prior to the expiration of this Agreement.
3. The interpretation or intent of any provision of this Agreement cannot be modified without prior consent and approval by the City Manager or designee, as outlined in Article 6, (Conference Board Meetings).
4. Contract termination or expiration shall result in immediate cancellation of all provisions contained in this Agreement, except for the conditions and processes of re-negotiation, and all such provisions shall remain canceled until a new contract is ratified with the following exceptions:
 - A. If negotiations are underway, the terms and conditions of the contract shall automatically be extended for a period of 90 days or may, by mutual consent of the parties, be extended for a period not to exceed one year.
 - B. If an election process under Tucson Code Chapter 14 should occur during negotiations and necessitate any delay in negotiations, the terms and conditions of this contract will automatically be extended for a like period of time.
5. By mutual consent of the parties, 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 changes desired and reasons for them. The first meeting for negotiating the amendment will be scheduled within a reasonable period of time not to exceed 30 days after mutual consent to reopen. No changes shall be considered other than those directly related to the subject of requested amendments and agreement shall be in writing, signed and adopted by both parties. Such agreement shall become effective upon adoption and will remain in effect until the amended Agreement expires.

ARTICLE 11
SEVERABILITY

1. 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.

2. Should any change be made in any State Law, Civil Service Rule or Regulation, City Charter or Code provision, or by order of a court of competent jurisdiction, which would be applicable and contrary to any provision contained in this Agreement, then such provision shall be automatically terminated. The remainder of this Agreement shall remain in full force and effect in compliance with Tucson Code Chapter 14.

3. If applicable, the City and the TPOA shall meet as soon as practical for the purpose of replacing any such terminated provision.

ARTICLE 12
HOURS OF WORK

1. The regular hours of work for employees covered by this Agreement shall be 40 hours in a seven day (Sunday through Saturday) work period, which shall include 30 minutes daily for a meal break.
2. Employees shall be assigned to work four consecutive ten-hour work days in a seven (7) day period.
3. Employees who are on light-duty status may have their hours shifted to meet the needs of the Department and to prevent the payment of overtime. Any change in hours will still provide consecutive days off.
4. The regular day shift start times of employees assigned to Investigative Services Bureau, the Office of Professional Standards, and detectives assigned to the Traffic Division and detectives assigned to Field Services Bureau shall fall between the weekday (Mon. – Fri.) hours of 0700 and 0900 hours. The division commander will have flexibility with regard to shift start time within those hours. This section does not apply to night detective squads, surveillance units, court liaison officers, GTAC units or undercover units.
5. The regularly-scheduled working hours and/or days off of any employee shall not be changed to circumvent the payment of overtime, except for training (excluding instructors) or pursuant to other provisions of this Agreement.
6. Officers and Sergeants assigned to Field Services Bureau patrol squads shall not have their days or hours changed for special events. For all other personnel the working hours may be adjusted to avoid the payment of overtime to cover special events or training if given a 21 day notice or the need for employees to work the event could not reasonably be foreseen. A foreseeable event is any annual event (i.e. holiday) or any other event requiring police involvement that the Department was made aware of more than 21 days prior.

A 21 day notice shall include the current work schedule and the new schedule indicating the specific time and date change as soon as the event is known. In any case, the notice shall be reasonable and will provide as much notice as possible to the affected employees.

This minimum notice shall not apply in situations where the event, timing and/or evolving circumstances could not reasonably have been foreseen. In such cases the Department will give as much notice as possible to the affected employees.

Employees whose days off are changed to cover a special event that is later canceled will be notified as soon as practical of the cancellation and may remain on the adjusted schedule or return to their regular schedule subject to approval from their chain of command.

7. Pilot Projects - The Department may establish pilot projects for a duration of six months or less. Any employee may be assigned to such a project and the working hours and/or days off of these employees may be reasonably adjusted to meet the responsibilities of the project for its duration.
8. Operational Deployments - The Department may use deployments for special emergency situations to include but not limited to: natural disasters, significant crime spikes, serial criminals, or prolonged mass-casualty incidents, etc. Any employee may be assigned to such deployments and the working hours and/or days off of these employees may be reasonably adjusted to meet the special responsibilities of the deployment during its necessary duration.

ARTICLE 13
OVERTIME

1. For the purposes of this Agreement, normal overtime shall be defined as all hours worked in excess of the employee's regularly scheduled duty shift or 40 straight hours in a regular work week (Sunday through Saturday). Overtime pay is authorized in this agreement for Judicial Proceedings, Article 17 and Call-Out, Article 18. Hours paid as overtime under Articles 17 and 18 are not considered as straight time hours worked for the purpose of accumulating 40 straight time hours in a regular work week (Sunday through Saturday). There shall be no pyramiding of overtime.
2. Only paid vacation leave time hours and paid holiday hours will be considered as straight time hours worked for the purpose of accumulating 40 straight time hours worked in a regular work week (Sunday through Saturday).
3. Overtime shall be compensated at either 1.5 times the employee's regular rate of pay through the payroll system or 1.5 hours of compensatory time for each hour worked in excess of the employee's regularly scheduled duty shift or 40 straight time hours in a regular work week (Sunday through Saturday) at the employee's option; subject to the following conditions:
 - A. At no time shall the employee's total accumulation of compensatory time exceed 200 hours. Should an employee have an accumulated balance of 200 hours, all additional overtime compensation shall be in cash. Compensatory time is paid out at the time when an employee promotes to a higher rank or transfers from the department.
 - B. The Chief of Police may revoke the right of any employee to receive compensatory time compensation for overtime, in which case overtime compensation shall be at 1.5 times the employees' regular rate of pay in cash.
 - C. Employees who request the use of compensatory time shall follow the procedure in Article 15 (LEAVES).
 - D. The City may at any time "cash-out" any portion of an employee's accumulated compensatory time at the employee's hourly rate at the time of payment. An employee will be provided written notice and given an opportunity to convert compensatory time to vacation leave (subject to the limits of Section 7 of this Article) prior to any cash-out.

- E. An employee may request to cash out not less than 40 hours of compensatory time at the employee's discretion.
 - F. Compensatory time does not count as hours worked during the week taken.
4. Employees who are on a vacation or compensatory time leave period that was approved prior to receipt of a notice requiring judicial proceeding attendance, shall be considered on a day off and compensated for such attendance pursuant to Article 17, Sections 1 and 2, (JUDICIAL PROCEEDINGS) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 17.
 5. Employees who are called out during a leave period that was previously approved, shall be considered on a day off and compensated for such call-out pursuant to Article 18 (CALL-OUT) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 18.
 6. Employees shall be compensated for overtime when, due to a change in work schedule associated with a department-wide shift change, less than eight hours elapse between the end of one shift and the start of the next. Overtime shall be paid only for those hours that fall within eight hours of the former shift.
 7. Employees may submit a written notice to the Police Department requesting conversion of accumulated compensatory time to vacation. Such requests shall not result in a vacation balance greater than 288 hours. Any use of vacation leave shall require use of converted compensatory time prior to use of accrued vacation leave.

ARTICLE 14
HOLIDAYS

1. For the purposes of this Article, holidays shall be observed on the date designated by the City for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Cesar Chavez Day	
Independence Day	Employee's Birthday

2. An employee who is required to work on a holiday shall receive an extra day's compensation (eight or ten hours, corresponding to the employee's regular schedule) at their regular hourly rate.
3. When a holiday falls on an employee's regularly scheduled day off, the employee will be paid holiday pay (eight or ten hours, corresponding to the employee's regular schedule).
4. Employee's may use approved vacation, sick leave or compensatory time during a week in which a holiday falls and the appropriate leave bank will be charged for all time taken.
5. Extra compensation for holidays will be paid through the payroll system or the employee may request compensatory time subject to the conditions of earning and use of compensatory time in Article 13 (OVERTIME).
6. An employee not required to work on a holiday may voluntarily work on a holiday with the prior approval of the employee's Division Commander.

ARTICLE 15
LEAVES

1. Employees requesting the use of vacation or holiday leave shall make a written request to their immediate supervisor. The employee's leave request shall be granted wherever possible.
2. Employees requesting the use of accumulated compensatory time shall make a written request to their immediate supervisor. The employee's leave request shall be granted provided operation of the Department will not be unduly disrupted.
3. If it is necessary to limit the number of employees of any rank on vacation or holiday leave at any time or period of time, then employees with greater consecutive seniority within that rank at the Police Department shall be given priority, if possible, in the selection of leave periods.
4. An employee's immediate supervisor may grant emergency leave to the subordinate employee who requests such leave. Emergency leave shall be documented by submission of an emergency leave request form stating the nature and anticipated duration of the emergency. Leave granted under this section shall not exceed four (4) hours. Employees granted emergency leave must use accrued leave time (Compensatory time, Sick Leave or Vacation leave). If no accrued leave is available, the immediate supervisor may approve the use of Leave Without Pay (LWOP).
5. When an employee's leave request must be denied due to staffing levels, the employee may request permission to trade shifts with any other fully qualified employee, subject to the approval of the commander(s) of both employees. When trading shifts, the City will incur no liability for overtime except for extended shifts.
6. Employees who are members of the National Guard or any branch of the Armed Forces may, with the approval of their supervisor, switch days off or use shift trades to accommodate weekend military duty.
7. Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, overtime eligible certified police officers shall be allowed up to forty (40) hours of bereavement leave in order to attend the funeral, with pay not to be deducted from sick leave or vacation leave, for the death of an immediate family member. Immediate family member is defined for this purpose as a spouse, domestic partner, mother, father, mother-in-law, father-in-law, stepparent, grandparents, child, adopted child(ren), stepchild, or child(ren) of a domestic partner,

grandchildren, parent surrogate, brother or sister. With approval of the Chief of Police or the Chief's designee, three (3) working days of bereavement leave may be allowed for the death of the employee's grandparents-in-law or other household member.

8. Subject to the terms of Tucson City Code, Chapter 22, Article 5 as amended, permanent full time commissioned police employees shall accrue sick leave as follows:

	Per Pay Period	Per Year
0-10 years of continuous service:	4 hrs. 0 min.	13 days (104 hrs.)
Over 10 to 15 years of continuous service	4 hrs. 38 min.	15 days, 28 min. (120 hrs. 28 min.)
Over 15 years of continuous service:	6 hrs. 10 min.	20 days, 20 min. (160 hrs. 20 min.)

9. Subject to the terms of Tucson City Code Chapter 22 Article 5 as amended, permanent full time commissioned employees shall accrue paid vacation leave as follows:

	Per Pay Period	Per Year
0 – 5 years of continuous service:	4 hrs. 0 min.	13 days (104 hrs.)
Over 5 to 10 years of continuous service:	4 hrs. 30 min.	14 days, 5 hrs. (117 hrs.)
Over 10 to 15 years of continuous service:	6 hrs. 0 min.	19 days, 4 hrs. (156 hrs.)
Over 15 to 20 years of service:	7 hrs. 0 min.	22 days, 6 hrs. (182 hrs.)
Over 20 years of continuous service:	8.0 hrs. 0 min.	26 days (208 hrs.)

10. Wellness Attendance Incentive.

Union-eligible employees who did not use any sick leave in either the first or second six-month period of the fiscal year will receive a wellness attendance incentive payment of \$250 for each six-month period, as follows:

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 16
LIABILITY INSURANCE

1. The City agrees to defend and hold harmless all employees covered by this Agreement against and from all civil claims, demands, causes of action, suits or proceedings, regardless of the merits of the same, damages, liability or costs of expenses of every type, all or any part thereof which arises solely out of official performance of duty as a peace officer in the following instances:
 - A. active duty;
 - B. rest duty;
 - C. Special Duty peace officer employment.

Where an employee covered by terms of this Agreement works in the capacity of a peace officer for a private employer on a short term, intermittent, regular or continuing basis, based upon the recommendation and approval of the Chief of Police, and consistent with the requirements of Administrative Directive 2.02-6, and where the employee is not otherwise insured by the private employer.

In all cases of outside peace officer employment processed through City payroll, it shall be the responsibility of the Chief of Police, in consultation with the Risk Manager to determine whether or not the organization or individual hiring the employee(s) has appropriate liability insurance and to evaluate such employment on a case-by-case basis and discourage or deny such employment where it is determined that liability insurance does not exist or there is an unacceptable legal exposure to the City.

2. An employee named as a defendant in a suit arising out of the performance of duty shall be notified prior to any settlement by the City.
3. If a claim is made or suit is brought against an employee claiming benefits under this contract, the employee shall immediately forward to the Police Department Legal Advisor's Office every demand, notice, claim, summons, or other process received by the employee or the employee's representative. Failure to give timely notice shall relieve the City of any liability pursuant to this contract.

Any employee claiming benefits under this contract shall provide full and complete cooperation to the City in its defense of such claim or lawsuit, and upon the City's request assist in making settlements in the conduct of suits, and in enforcing any right of defense, contribution, or indemnity which may be owing to said employee by any third person or organization. The employee claiming rights under this contract shall not make any written or oral statements or agreements

before or after an occurrence which would prejudice the employee's or the City's right to defense contribution, or indemnification by a third person or organization or which would prejudice the City's rights to subrogation.

ARTICLE 17
JUDICIAL PROCEEDINGS

1. For the purpose of this Agreement, "judicial proceedings" are defined as civil or criminal trials and pretrial hearings. An employee covered by this Agreement required to attend any judicial proceeding to carry out the employee's duty as a police officer during hours other than the employee's regular hours and/or days of work, shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater.
2. An employee covered by this Agreement required to attend any pretrial conference with defense or prosecuting attorneys required by Arizona Rules of Criminal Procedure, deposition, Department of Transportation driver's license hearing, or Police Department Board of Inquiry, shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater.

Where a pretrial conference is possible and conducted by telephone, such a conference shall be compensated by one hour of overtime or the actual time of the conference, whichever is greater.

3. An employee called to attend a proceeding defined in Section 17-1 and 17-2, within 60 minutes of their regular tour-of-duty shall be compensated for overtime for time of actual attendance, including the period of time between the appearance and their regular tour-of-duty, not subject to the minimum provisions of Section 17-2. Employees who are called to attend a second proceeding in one day shall not receive a second minimum unless the second appearance is required more than 60 minutes from the end of the first three-hour period or release from the first case, whichever is later. If called within 60 minutes, compensation shall include the interim period.
4. It shall be the duty of all employees to attend court at times and places as required and to remain in attendance upon the court until discharged by the court or, with the court's permission, by the party summoning the employee.
5. Employees requested to attend any judicial proceeding to carry out their duty as a police officer, when outside of Pima County but within the State of Arizona, shall obtain Department approval.

Transportation will be furnished by the City to the place of such attendance and time spent in transit to and from the place of attendance will be included in attendance time in determining pay.

6. In all administrative hearings, where an employee requests the appearance of another employee from within the Department, the appearing employee shall be compensated consistent with this Article, however, no employee shall be paid to appear without the approval of the person in charge of the administrative hearing.

7. Employees who receive notice of approval for leave periods not in conflict with their noticed court schedule at the time of the request, shall be reimbursed for any non-refundable costs (travel arrangements, etc.) incurred as a result of having to cancel their leave period. No reimbursement shall be permitted unless the employee notified the City Prosecutor in writing upon incurring the nonrefundable costs. Such notice shall include the date(s) of conflict and the employee's destination. Proof of payment will be required prior to reimbursement. Immediately upon receipt of a notice of possible conflict, the employee shall notify their supervisor who shall contact the prosecuting attorney for the purpose of attempting a continuance.

ARTICLE 18
CALL-OUT

1. All employees covered by this Agreement who are called back to work during an off-duty period to perform unscheduled duties which are in excess of their regular hours of work, shall receive a minimum of three hours overtime each time called out, or the actual overtime hours worked, whichever is greater.
2. Employees called back for scheduled overtime, including meetings, instructor assignments, speaking engagements, and doctor's appointments, shall receive a minimum of three hours of overtime per occurrence or the actual overtime hours worked, whichever is greater. Any such overtime shall require prior approval by the employee's supervisor.
3. An employee called back to work within 60 minutes of the end of their regular tour-of-duty shall be compensated at the overtime rate for the actual time performing call-out duties from the time the call-out is made and received by the officer and is not subject to the three-hour minimum.
4. Duties considered as a call-out include, but are not necessarily limited to: callout of investigative personnel to conduct immediate specialized or follow-up investigations, medical examinations, instructor assignments, speaking engagements, required off-duty meetings, including interviews by the Office of Professional Standards.
5. Whenever call-out duty exceeds four hours, a meal break will be included if circumstances permit.

ARTICLE 19
SHIFT DIFFERENTIAL PAY

1. Employees will have their base hourly pay rate increased \$1.00 an hour for regularly assigned hour(s) worked between 1800 and 0600.
2. Shift differential pay will be paid for hours worked on overtime.

ARTICLE 20
CLOTHING AND EQUIPMENT

1. The City shall furnish basic items of clothing or equipment required of employees, including specialized equipment or clothing required for certain specialized assignments.
2. The City agrees to provide a Clothing, Equipment and Maintenance Allowance to all members covered by this agreement in the amount of \$250* annually beginning in April 2016, and continuing annually thereafter for the term of this agreement. The department may restrict the use of personal equipment acquired by police officers to specific makes and models to insure consistency. The acquisition of body armor is mandatory for all police officers.

*If the City chooses other than a cash payment, the City will meet and confer with TPOA about the proposed payment mechanism.

3. To facilitate the acquisition of equipment by new employees upon assignment to field training, each employee will receive an advance payment equal to three (3) annual Clothing and Equipment installments (\$750). Having received this advanced payment the new employee will not receive the annual Clothing, Equipment and Maintenance Allowance for three consecutive payments. If for any reason, employment is terminated prior to the payback of the three advanced installments (\$750), the City may deduct from the final paycheck, the amount owed prorated at 30-day increments.
4. The City agrees to reimburse employees for the repair or replacement of comparable uniforms, clothing, and equipment items damaged, lost, or stolen in the performance of assigned duty without fault or negligence (other than normal wear and tear) in accordance with the following schedule of items and maximum amounts:

Business sport coat	\$150
Business dress	\$100
Dress slack or skirt	\$ 75
Dress shirt or blouse	\$ 50
Shoes	\$100
Ties	\$ 35
Prescription lenses and contacts	100%
Eyeglass frames	\$150
Sunglasses	\$ 80
Watch	\$ 80
Personal body armor	100%

Primary, secondary duty / auxiliary sidearm 100%

Any such loss shall be documented in a personnel report submitted through their Chain of Command. Any other personal items damaged, lost, or stolen during the performance of duty may be reimbursed in full or part at the discretion of the Chief of Police.

ARTICLE 21
ASSIGNMENTS

1. Subject to the approval of Mayor and Council in the annual compensation plan, a police officer or sergeant assigned by the Chief of Police to any assignment other than a uniformed patrol squad will receive five percent assignment pay while assigned to the position.

2. Subject to the approval of Mayor and Council in the annual compensation plan, a police officer or sergeant assigned by the Chief of Police to any of the following auxiliary assignments will receive five percent assignment pay while assigned to the position:
 - Lead Police Officer (LPO)
 - Field Training Officer (FTO)
 - Field Training Sergeant (FTS)
 - SWAT Team
 - Downtown Walking Beat
 - Bike Unit
 - Hostage Negotiator
 - Tracking Systems Coordinator

3. If an employee holds more than one position eligible for assignment pay, only one five percent adjustment will be made.

4. Subject to rules and procedures regarding use, security, and maintenance of police motorcycles, Solo Motor Officers who live within twenty miles of city limits (as described in City Administrative Directives) may use their assigned motorcycle for travel between their home and duty assignment.

Except as specifically authorized by rules and procedures, or otherwise approved in writing and in advance by the Chief of Police, no activity related to the motorcycle that would incur an overtime liability or other cost to the Department is permitted. This prohibition specifically includes off duty use or maintenance.

ARTICLE 22
COMPENSATION SYSTEM & MEDICAL AND DENTAL BENEFITS

1. The TPOA shall be permitted to address in person and in writing any consultant employed by the City for the purpose of studying and/or recommending changes to the City's classification and compensation system.
2. The TPOA shall be permitted to participate in any group or committee which includes any City employee, formed for the purpose of discussing changes to the City's classification or compensation system.
3. The TPOA shall be permitted to address in person and in writing any consultant employed by the City for the purpose of studying and/or recommending changes to the City's existing Medical and Dental Benefits Plans.

ARTICLE 23
GRIEVANCE PROCEDURE

1. The purpose of this Article is to provide members with a process for the review of certain member complaints, assure fair and equitable treatment of all employees, supervisors, and managers; to promote harmonious relations among employees, supervisors, and managers; to encourage the settlement of disagreements informally at the employee-supervisor level; to provide an orderly procedure to handle grievances through the various supervisory levels when necessary; to resolve grievances as quickly as possible; and to discourage the filing of unfounded grievances.

“Member” as used in this Article shall include where appropriate the member’s TPOA representative provided the member has consented in writing to be represented by the TPOA in the grievance.

Nothing in this Article shall prevent an employee from pursuing a grievance under the City’s grievance process, Administrative Directive 2.02-2, but an employee must use one process or the other and may not grieve a matter under both procedures.

2. Any member shall have the right to present a grievance under this Article arising out of any of the following:
 - A. interpretation, application, operation, or alleged violation of Administrative Directive, personnel policy, Department policy, etc.;
 - B. disciplinary action not appealable to the Civil Service Commission, i.e. suspension of eighty (80) hours or less or aggregate of suspensions of eighty (80) hours or less for a period of one year from the first suspension or a written reprimand.
3. The following are not grievable pursuant to this Agreement:
 - A. actions appealable to or under the jurisdiction of the Civil Service Commission;
 - B. employee performance evaluations;
 - C. salary;
 - D. position classification or assignment;
 - E. equal employment opportunity complaints;

- F. management rights;
 - G. merit increase denials;
 - H. policies established by the Mayor and Council or State or Federal Law.
4. The Police Department's management labor representative is designated as the Department's grievance coordinator. The Office of Professional Standards is responsible for the maintenance of grievance records. The TPOA Grievance Committee Chairman is designated as the TPOA's grievance coordinator and will be the primary contact with the Department's coordinator on general grievance matters.
 5. Normally, grievances will be considered by the chain-of-command in which the member was assigned at the time of the alleged action which resulted in the complaint. Any question on the part of the member, or chain-of-command regarding proper reviewing authority due to assignment changes or other unusual circumstances, shall be resolved by the Department's management labor representative prior to consideration of the grievance.
 6. A grievance must be in writing, detailing the reason for the grievance and providing a proposed solution.
 7. In a grievance of disciplinary action, the member who is the subject of the discipline is entitled to all documentation relied upon by the Department in determining the disciplinary action. The documents shall be provided at no cost to the member and upon their disclosure the formal grievance process begins.

The burden of just cause for discipline resides with the Department.

TPOA shall not use the released information for any purpose other than the grievance.

8. General Rules

- A. The time limits applicable to each step of the grievance procedure may be extended at the discretion of the Chief for good cause.
- B. Any grievance shall be considered resolved at the completion of any step if all parties are satisfied or if the member concerned chooses not to present the matter to the next step of the procedure within the prescribed time.

- C. Once a grievance has been investigated and denied, repeated filing of grievances on the same issue will not be permitted.
- D. If a grievance involves a group of members, or if a number of members file separate grievances on the same matter, the grievances will be handled as a single grievance.
- E. Following the completion of the grievance process, the Department shall ensure the member does not experience any retaliation for having pursued the grievance.

9. Steps in the Grievance Process

- A. The first step in the grievance process is an attempt to informally resolve the grievance between the employee(s) involved and the immediate supervisor within 20 working days of the date of the act or point that the member became aware of the occurrence or within 20 working days of the service of disciplinary action. The member initiates the grievance by verbally informing the immediate supervisor of the complaint. The supervisor shall provide a verbal response within five (5) working days and shall document the date of the response on the grievance form. If the complaint cannot be informally resolved or if the employee prefers to begin by filing a formal grievance, the grievance form is completed and the grievance proceeds to the formal grievance process.
- B. If the member disagrees with the supervisor's decision, the member shall within five (5) working days, utilizing the grievance form, indicate the member's proposed solution to the grievance and shall present it to the supervisor. Within five (5) working days from receipt, the supervisor shall respond in writing and return the form to the member.
- C. If the member disagrees with the supervisor's decision, the member shall within five (5) working days submit the written grievance to the reviewing Section Head (normally a lieutenant). The grievance shall include the member's written response to the supervisor's comments, indicating the areas of disagreement with the supervisor's comments and proposed solution. In disciplinary actions, the service date will be clearly and correctly indicated on the Personnel Action Review Form (PARF) documenting the discipline. Within five (5) working days the supervisor shall respond in writing and return the form to the member.
- D. The member may request a meeting with the reviewing Section Head. The reviewing Section Head will consider the member's written and, if

applicable, verbal input. Within five (5) working days of the meeting or receipt of the grievance, whichever is later, the reviewing Section Head shall recommend a disposition in writing and return the written grievance to the member with the supervisor's response.

- E. Within five (5) working days, the member shall indicate agreement or disagreement with the Section Head's recommended disposition. If the member disagrees with the recommended disposition, the member shall deliver the written grievance to the reviewing Division Commander with a written response to the recommended disposition indicating areas of disagreement. The member may request a meeting with the reviewing Division Commander who may concur with the reviewing Section Head or make his/her own disposition recommendation. The Division Commander shall provide a written decision to the member within five (5) working days of the meeting or receipt of the grievance, whichever is later, unless the time limits have been waived by mutual agreement.
- F. If the member disagrees with the Division Commander's written decision, the member shall within five (5) working days, present the grievance to the reviewing Assistant Chief. The member shall provide the Assistant Chief with a written response to the Division Commander's comments and proposed disposition, indicating the areas of disagreement. The member may request a meeting with the reviewing Assistant Chief who may concur with the reviewing Division Commander or propose his/her own disposition for the grievance. The Assistant Chief shall provide a written decision to the member within five (5) working days of the meeting or receipt of the grievance, whichever is later.
- G. If the member is satisfied with the Assistant Chief's proposed disposition, the member shall indicate agreement in writing and return the grievance to the Assistant Chief within seven days of receipt of the Assistant Chief's decision. TPOA will deliver the written grievance package to the Office of Professional Standards for action and filing with the original case file.
- H. If member disagrees with the disposition offered by the reviewing Assistant Chief, the disagreement will be indicated in writing and the grievance presented to the Chief of Police within five (5) working days of receipt of the Assistant Chief's decision. The member shall provide the Chief with a written response to Assistant Chief's comments and proposed disposition, indicating the areas of disagreement. The member shall also provide the Chief with all documents associated with the grievance. The member may request a meeting with the Chief who may concur with the

Assistant Chief or propose his/her own disposition for the grievance. The Chief shall provide a written decision to the member within five (5) working days of the meeting or receipt of the grievance, whichever is later.

- I. The member may accept the decision of the Chief or request further review by the City Manager. The decision of the member will be indicated in writing and the entire grievance package delivered to the Office of Professional Standards within five (5) working days of receipt of the Chief's decision, for filing or delivery to the City Manager, as indicated.
- J. Within 10 days of receiving the grievance, the City Manager will provide a final written decision on the grievance to the member and the Department [or alternatively, the City Manager will call for a Grievance Committee pursuant to Section 10 below].

10. 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 24
DEATH BENEFITS

The City shall provide a death benefit in the amount of \$25,000 to the survivor(s) of any TPOA-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.
3. Employee's surviving spouse and eligible dependents will be allowed to continue to fully participate in the City of Tucson medical and dental insurance programs pursuant to A.R.S. Sec. 38-1114.

ARTICLE 25
ALLOWANCES

1. Training courses required by the City for eligibility for promotional examinations for Detective, Sergeant, and Lieutenant, (or internal special assignment) shall be attended on duty time as long as the operation of the Department is not unduly disrupted and shall be provided by the City at no cost to the employee.
2. Study materials required by the Department for promotion to the above classifications or special assignments shall be provided by the City at no cost to the employee. Employees will be reimbursed upon their completion of the promotional process.
3. Any training with equipment or techniques authorized by the Department shall be done on duty time as long as the operation of the Department is not unduly disrupted.
4. An employee who is enrolled in class(es) at a regionally accredited college or university that are job related or required for a degree, shall be reimbursed for actual tuition at the maximum rate of \$125 per unit of credit.
5. Subject to approval of Mayor and Council in the annual compensation plan, employees who refer a police officer applicant who is hired within one year of the referral shall receive two hundred dollars (\$200.00)
6. Second Language Pay. Subject to approval of Mayor and Council in the annual compensation plan, employees who use a language other than English at a conversational level, as verified by the Director of Human Resources or designee, a minimum of five (5) percent of the work week, shall receive thirty (\$30.00) per pay period. Employees are eligible for only one second-language pay award.
7. Certified Bilingual Commissioned Officers. Subject to approval of Mayor and Council in the annual compensation plan, the Department commits to a specialized law enforcement program to certify bi-lingual officers who can demonstrate fluency in speaking, comprehension and reading of Spanish or fluency of signing and comprehension of American Sign Language at a speed and technical level necessary to accomplish all critical aspects of a commissioned law enforcement officer's duties in that second language. Certified bilingual officers, who use the language for which they are certified a minimum of five percent (5%) per work week, will receive \$85.00 per pay period. Certified bilingual officers are not eligible for second-language pay under Article 25, Section 6, above.

8. Subject to approval of Mayor and Council in the annual compensation plan, employees with fifteen (15) or more years of service in the pay period in which July 1 of the year of their request for sick leave payment falls, who have four hundred eighty (480) hours of sick leave on the first day of the pay period in which April 1 falls, shall, on request, be paid for the unused portion of the first fifty-six (56) hours of their annual sick leave, plus an additional forty-eight (48) hours of their accrued sick leave, or any part of those combined hours as set forth in the employee's request, not to exceed a maximum total of one hundred four (104) hours per year in approximately equal installments commencing in the pay period in which July 1 falls through the end of that fiscal year.

Subject to approval of Mayor and Council in the annual compensation plan, employees with seventeen (17) or more years of service in the pay period in which July 1 of the year of their request for sick leave payment falls, who have five hundred forty-four (544) hours of sick leave on the first day of the pay period in which April 1 falls, shall, on request, be paid for the unused portion of the first fifty-six (56) hours of their annual sick leave, plus an additional one hundred (100) hours of their accrued sick leave, or any part of those combined hours as set forth in the employee's request, not to exceed a maximum total of one hundred fifty-six (156) hours per year in approximately equal installments commencing in the pay period in which July 1 falls through the end of that fiscal year.

Subject to the approval of Mayor and Council in the annual compensation plan, employees with twenty (20) or more years of service in the pay period in which July 1 of the year of their request for sick leave payment falls, who have six hundred (600) hours of sick leave on the first day of the pay period in which April 1 falls shall, on request, be paid for the unused portion of the first fifty-six (56) hours of their accrued sick leave, plus an additional one hundred fifty two (152) hours of their accrued sick leave, or any part of those combined hours, as set forth in the employee's request, not to exceed a maximum total of two hundred eight (208) hours per year, in approximately equal installments, commencing in the pay period in which July 1 falls through the end of that fiscal year.

Payment shall be at the employee's base rate of pay in effect at the time of the payment, exclusive of overtime, shift differential, temporary promotion pay, longevity pay, and any other type of pay not included in the employee's base rate.

Year(s) of prior active duty military service or prior commissioned police service from other jurisdictions shall be included in calculating the years of qualifying

service applicable to any payments made under the preceding paragraphs of this section.

ARTICLE 26
PARKING

1. Employees who are called to testify in Superior or City Court or conduct official police business, whether on or off-duty, shall be provided parking at no cost. Unmarked police or civilian vehicles shall display a parking pass in a conspicuous location indicating their status as on official business. The parking passes shall be provided by ParkTucson at no cost.
2. Superior Court parking shall be provided at the El Presidio Garage. City Court parking shall be provided as specified in current Police Department directives within reasonable proximity to the Court Building.
3. Six (6) parking spaces on Council Street shall be designated for official police business at City Court with additional parking made available at Pennington Street Garage.
4. The existing two (2) police-only parking located on Toole Ave shall be converted to one (1) metered public parking space in order to accommodate the nearby businesses and the fire hydrant, which was installed in conjunction with the County Court building construction.
5. On those occasions where an employee must incur other out-of-pocket parking expenses (such as parking meters when a public lot or garage is unavailable) the employee shall submit a request to a supervisor for reimbursement.
6. As long as the sublease agreement between Rio Nuevo Multipurpose Facilities District and the City of Tucson continues to allow the City unrestricted use of the parking lot; when parking spaces are available, employees shall be allowed to park free of charge at the Tucson Convention Center. This parking shall be restricted to employees who are working at or attending an official police function as determined by the Chief of Police at Police Headquarters, the Convention Center, or the office of the Pima County Attorney.

Memorandum of Understanding

Subject – TPOA Article 20: Clothing and Equipment

As part of the meet and confer process between the City of Tucson and TPOA that has resulted in a new labor agreement to be effective on July 1, 2015 subject to ratification by TPOA and approval by Mayor and Council. The parties have agreed that the clothing and equipment allowances under the prior agreement shall be converted to an eligible* employee's base rate of pay on a one time basis:

- a. Clothing and Equipment Allowance – The current clothing and equipment allowance for both uniform personnel and plain clothes personnel will be averaged and converted to cents per hour and added to the base hourly rate for all eligible* personnel. The amount to be added to base rate is 56 cents per hour, calculated as follows: $\$420$ (uniform) + $\$620$ (plain clothes) = $\$1040 / 2 = \520 + $\$640$ (equipment) = $\$1160 / 2080$ hours = 56 cents.
- b. The base rate additions authorized in this MOU will be effective in the first full pay period in fiscal year 2016, payable in the 2nd pay date in July 2015.

*Eligible employee means those employees who receive the allowance under the prior agreement.

Memorandum of Understanding

Subject – Article 21: Assignment Pay Study and Recommendation

The City of Tucson and TPOA agree that a working group will be established to review the assignments currently eligible for assignment pay. An Assistant Chief will chair the review. The working group will consist of no more than 5 members which will include a member appointed by TPOA. The working group will develop criteria for evaluating all positions receiving assignment pay, establish justification(s) for awarding or eliminating assignment pay, and make recommendations for changes.

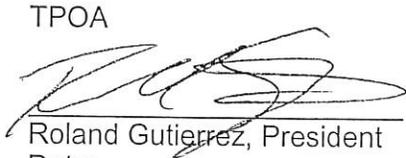
The City of Tucson and TPOA anticipate the review and recommendations will be completed by October 1, 2015. The recommendations shall be forwarded to the Chief of Police, the President of TPOA and the City Manager who will then determine whether to reopen and amend Article 21 of this Agreement.

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

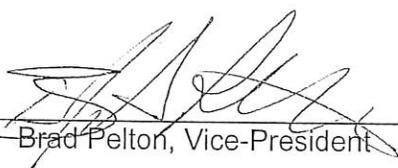
ACKNOWLEDGED AND DATED THIS July 7, 2015.

CITY OF TUCSON

Robert Guth, Chief Negotiator
Date:

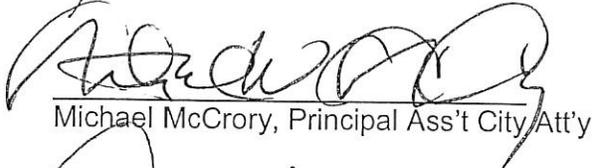
TPOA

Roland Gutierrez, President
Date:

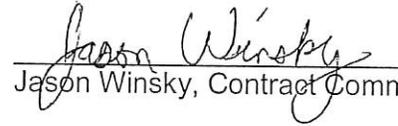

Julianne Hughes, Assistant City Manager

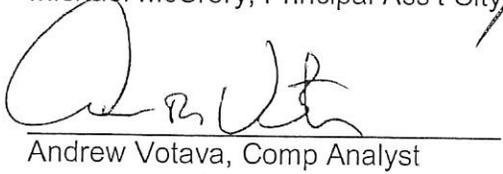

Brad Pelton, Vice-President


Mark Timpf, Assistant Chief


Jobe Dickinson, Contract Committee

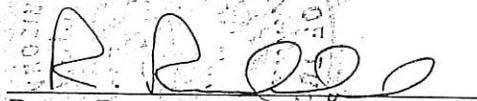

Michael McCrory, Principal Ass't City Att'y


Jason Winsky, Contract Committee


Andrew Votava, Comp Analyst


William Buividas, Contract Committee

ATTEST: Julianne Hughes, Assistant City Manager only:


Roger Randolph, City Clerk
Date: July 7, 2015

APPROVED AS TO FORM:


Michael Rankin, City Attorney
Date: 6/29/15