COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO
TUCSON ASSOCIATION OF CITY EMPLOYEES

JULY 1, 2008 – JUNE 30, 2012

EXHIBIT A TO RESOLUTION

CITY OF TUCSON CONTRACT NO. 0044-09

TABLE OF CONTENTS

ARTICLE I. SCOPE.....

ARTICLE II. DEFINITIONS.....

ARTICLE III. RECOGNITION.....
Section 1. Union Recognition
Section 2. Employee Salary Requests
Section 3. Affiliations

ARTICLE IV. RIGHTS OF REPRESENTATION.....
Section 1. Representation Subjects
Section 2. Wage and Salary Negotiations
Section 3. Discipline

ARTICLE V. MANAGEMENT RIGHTS.....
Section 1. Authority
Section 2. Contracting Work
Section 3. Right to Confer

ARTICLE VI. UNION RIGHTS.....
Section 1. Designation of Union Representative/Stewards
Section 2. Union Representation
Section 3. Salaried Union Representatives
Section 4. Union Time Off
Section 5. Attendance at City Meetings
Section 6. Agreement Negotiations
Section 7. Union Input on Classification Issues
Section 8. Union Activities During Working Hours
Section 9. Political Activities
Section 10. New Employee Orientation
Section 11. Union Dues and Deductions
Section 12. Printing and Distribution of Contract
Section 13. Union Bulletin Boards
Section 14. Use of City Communications Systems
Section 15. Conference Boards

ARTICLE VII. WORKING CONDITIONS.....
Section 1. Seniority Rights
Section 2. Work Schedule
Section 3. Meal and Lunch Breaks
Section 4. Make-Up Time for Emergencies
Section 5. Temporary Shift Adjustments
Section 6. Overtime
Section 7. Standby Duty
Section 8. Second Language Pay
Section 9. Shift Differential

Section 10. Out of Class Assignments
Section 11. Training
Section 12. Uniform Maintenance
Section 13. Temporary Assignment Pay
Section 14 Lump Sum Payments
Section 15 Family Medical Leave

ARTICLE VIII. TIME OFF FROM WORK.....
Section 1. Absences
Section 2. Bereavement Time
Section 3. Holidays
Section 4. Administrative Leave
Section 5. Educational Leave
Section 6. Sick Leave Incentive Day

ARTICLE IX. MEDICAL REVIEW.....

ARTICLE X. STRIKES OR WORK INTERRUPTIONS.....
Section 1. Strike
Section 2. Sanctions

ARTICLE XI. EMPLOYEE RIGHTS.....
Section 1. Employee Rights
Section 2. Non-Discrimination
Section 3. Employee Records

ARTICLE XII. INFORMAL PROBLEM RESOLUTION PROCESS.....

ARTICLE XIII. GRIEVANCE PROCEDURE.....
Section 1. Intent
Section 2. Grievable Issues
Section 3. Non-Grievable Issues
Section 4. Time Limits
Section 5. General Provisions
Section 6. Grievance Process

ARTICLE XIV. SAFETY, HEALTH AND ENVIRONMENT.....
Section 1. General
Section 2. Union Participation
Section 3. Report, Evaluation and Abatement of Unsafe and Unhealthful Working Conditions
Section 4. Comprehensive Analysis of Injuries and Illnesses
Section 5. Training
Section 6. Allegations of Reprisal
Section 7. Environmental Concerns
Section 8. Employee Assistance Program
Section 9. Security

ARTICLE XV. TERMS AND CONDITIONS OF AGREEMENT .....
Section 1. Agreement Terms
Section 2. Extension Provision
Section 3. Severability & Mandates

ARTICLE XVI. SEVERABILITY .....
Section 1. Provisions
Section 2. Legal Changes

ADDENDUM A Ordinance No. 9321

ADDENDUM B TWA/TACE Informal Problem Resolution Process Guidelines

ADDENDUM C CWA/TACE and Tucson Police Department Grievance Procedure

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 9321 and who are, become, and remain members of the Communications Workers of America/Tucson Association of City Employees (CWA/TACE) hereafter referred to as the union, for the purposes of achieving better understanding between both parties and to provide for the harmonious and peaceful relationship between the City of Tucson and its employees who are within the terms and provisions of this Agreement. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment that promote and sustain human dignity and mutual respect.

This Agreement fully and completely incorporates all understandings and agreements between the parties. Any provisions contained herein shall supercede all prior Agreements between the two parties.

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 enumerated herein. The components of this Agreement shall serve as the sole source of these rights as listed herein.

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 operations.

2. **ARBITRARY AND/OR CAPRICIOUS**: An act or decision based on prejudice or preference rather than fact and/or arrived at by mere whim or impulse.

3. **CITY** or **EMPLOYER**: The City of Tucson and its management.

4. **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.

5. **CONFIDENTIAL EMPLOYEE**: 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.

6. **COPE**: Committee on Political Education.

7. **DAYS**: Calendar days unless designated as working days.

8. **DEPARTMENT**: Any recognized department or like unit within the City's organizational structure.

9. **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.

10. **DIRECTOR**: The current or acting head of a City department.

11. **DISCIPLINE**: Formal documented sanction (written reprimand, Tucson Police Department (TPD) corrective action, suspension, reduction in pay, demotion, termination) taken against an employee by the City.

12. **EMPLOYEE or UNION-ELIGIBLE:** A union-eligible permanent employee of the City of Tucson, who is not determined to be a "supervisor" or "confidential employee" and therefore ineligible for representation under Ordinance No. 9321. Probationary employees who have not successfully completed the probationary period (in accordance with Civil Service Commission Rule VII) will be considered union-eligible for the limited purposes set forth in Article III, Section 1 of this Agreement.

13. **EXEMPT EMPLOYEE:** An employee who is not eligible for overtime under the provisions of the Fair Labor Standards Act (FLSA).

14. **INFORMAL PROBLEM RESOLUTION PROCESS**: Labor and management representatives engaging in discussions to resolve work place related concerns/issues.

15. **MAY**: An optional act or action.

16. **MEMBER**: A City employee who is an eligible dues-paying member of CWA/TACE.

17. **PARF**: Personnel Action Request Form.

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

19. **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 his/her grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

20. **UNION**:

    A. "Union" shall refer to the Communications Workers of America (CWA) international union.
    B. "union" shall refer to Communication Workers of America (CWA) Local 7000 and its City of Tucson unit which is also known as Tucson Association of City Employees (TACE).

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

22. **WORK IMPROVEMENT PLAN**: A non-disciplinary tool used to improve the job performance of an employee, that has a start date, an end date and specific quantifiable performance measures. At the end of the work improvement plan period, the employee will receive written notice regarding his/her progress under the plan.

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. For probationary employees as defined in the Tucson Code and Civil Service Rules and Regulations, serving in a clerical, administrative, professional, and technical, non-supervisory, non-confidential position eligible for representation under this Agreement, the union will have limited recognition only to the extent expressly stated in this Agreement and not as implied or inferred from any other provision of this Agreement. The following Articles and Sections are the only provisions of this Agreement that are applicable to employees serving an initial probation period:

Article VI,	Section 11 – Dues deduction
Article VII,	Section 2 – Work schedule
	Section 3 – Meal breaks
	Section 4 – Emergency make-up time
	Section 5 – Temporary shift adjustment
	Section 8 – Second language pay
	Section 9 – Shift differential
	Section 12 – Uniform allowance
	Section 14 – Family Medical Leave (FML)
Article VIII.	Sections 1 - Absences
	Section 2 – Bereavement leave
	Section 3 - Holidays
	Section 4 – Administrative leave
	Section 6 – Sick leave incentive day
Article X.	Strikes or Work Interruptions
Article XI.	Section 1 – Employee rights
	Section 2 – Non-Discrimination
	Section 3(A) - Employee records – employee access
	Section 3(C) – Access limited by City A.D. or as required by law
Article XV.	Section 1(B) – Lump sum payments

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.

The union hereby agrees that recognition is subject to a challenge by any other labor organization desiring to represent eligible members, as provided for under the terms and conditions of Ordinance 9321.

Unless otherwise provided for in this Agreement, all negotiations or discussions shall be accomplished between the City Manager, or designee, and the President of the union, or designee, for the primary purpose of representing and dealing with employee concerns and grievances under the terms and conditions of Ordinance 9321.

SECTION 2. **EMPLOYEE SALARY REQUESTS:** Nothing herein contained shall be construed so as to interfere in any way with the right of an individual, whether a member of the union or not, to represent his/her own salary request as provided in City Administrative Directives/City Policies.

SECTION 3. **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.

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
- Fringe 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, 2. However, 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 thereupon will 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, 2 and all negotiations are subject to legislative adoption, modification or rejection.

SECTION 3. **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 consider currently applicable City of Tucson Performance Counseling and Disciplinary Guidelines when taking disciplinary action.

If the City, acting through its supervisors, has a meeting with an employee covered under this Agreement, it shall inform the employee in advance of the subject of the meeting. In any meeting of a disciplinary nature, including investigatory interviews, if the employee so desires, he/she may then request the presence of a union representative/steward. Once such a request has been made, the City will allow a reasonable period of time for the affected union member to summon an available union representative/steward. The City will recess or delay the meeting until the union representative/steward is present.

The union representative/steward shall have the right to confer privately with the union member. It is understood that the union representative/steward shall be informed of the subject matter of the meeting, shall be allowed to speak, may ask clarifying questions, prohibit unnecessary intimidation and provide assistance during the interview.

Notice of proposed discipline shall be served upon employees within 30 calendar days of the City having made a final determination as to the intended course of action. The City shall ensure that it adheres to the policy of providing a minimum of 48-hours written notice for disciplinary pre-action review to employees.

The written notice served upon the employee by the City advising them of proposed discipline shall contain language advising the employees of their rights to union representation or appeal as appropriate under this agreement and City Polices.

Unless the City, through its officials, and the Union agree to an exception, discipline for employees shall be limited to those listed in Article II definition of discipline or as provided by Tucson City Code. The Tucson Police Department (TPD) will follow the retention guidelines as outlined in the TPD discipline matrix.

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:** Nothing in this Agreement shall be construed as a delegation to others of authority conferred by Federal or State Law, City Charter, City Ordinance, Administrative Directives/City Policies, or Civil Service Rules and Regulations upon any City official, nor in any way abridge or reduce such authority, but shall be construed as requiring City officials and the union to follow the procedures, all provisions of the labor agreement including any related written agreements, and policies prescribed herein in the exercise of the authority conferred upon them by law. The rights of the City, through its management officials, shall include, but shall not be 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;

Those inherent managerial functions, prerogatives, and policymaking rights, that the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance procedure contained herein, except as provided for in the Informal Problem Resolution Process, Article XII.

The written notice served upon the employee by the City advising them of proposed discipline shall contain language advising the employees of his/her rights to union representation of appeal as appropriate under this Agreement and City policy.

SECTION 2. **CONTRACTING WORK:** It is the general policy of the City to continue 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-eligible employees.

Notwithstanding the above, whenever a reduction in employees is required because of a shortage of funds or work, or a material change in duties or organization, employees may be subject to layoff under the provisions of Civil Service Commission Rules and Regulations, Rule VII.

A. In the event the City chooses to contract for City services, which may result in the layoff of any permanent union-eligible employee covered by this contract, the City agrees to provide to the union written notification of the intention to layoff permanent employees at least sixty (60) 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 employees in union eligible positions who may be affected, including classification/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 employees 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 Rule VIII – Transfers and Layoffs and Rule IV – Establishment of Employment Lists and Use, and City Administrative Directive 2.02-12A – Civil Service Open Competitive Recruitment, Examination, Certification and Appointment.

C. Any resulting layoff, displacement or recall of union eligible employees 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 employee'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 3. **RIGHT TO CONFER:** Nevertheless, the exercise of those rights does not preclude employees or his/her representatives from consulting or conferring with management about the practical consequences of management decisions in the areas established in City Ordinance 9321.

ARTICLE VI.
UNION RIGHTS

SECTION 1. **DESIGNATION OF UNION REPRESENTATIVES/STEWARDS**: The union shall be permitted to designate union representatives/stewards who will represent all eligible dues-paying members covered under this Agreement. Such designation shall provide adequate union representation/steward coverage so as not to unduly harm any one department. All names of stewards shall be submitted in writing to the Human Resources Department, in conformance with the provisions of this Agreement, before recognition by the City Manager or designee, to represent eligible dues-paying members. The Human Resources Department is responsible to notify the City Manager, or designee, and Department Directors of the union representatives/stewards.

If a union representative/ steward is not available to represent a grievant, then the City Manager, or designee, or the Department Director, or designee, shall recognize the Area Representative, the Vice President, the Administrative Vice President, local President or a salaried union representative.

SECTION 2. **UNION REPRESENTATION**: Provided the operation of the department will not unduly suffer, union representatives/stewards will be permitted to leave his/her work area for a reasonable period of time with the authorization of his/her Department Director, or designee, to conduct research and prepare materials related to representation and/or to represent an eligible dues-paying member requesting representation in accordance with City Ordinance 9321 and this Agreement. In such instances, authorization to leave will not be withheld for arbitrary and/or capricious reasons and union representatives/stewards will be permitted reasonable time during regularly scheduled hours of employment, without loss of pay.

SECTION 3. **SALARIED UNION REPRESENTATIVES**: At the time this Agreement is executed, names of salaried union representatives shall be registered in writing with the Human Resources Director. In the event of personnel changes, the union shall immediately notify Human Resources in writing. Such salaried union representatives shall, with prior approval of the City Manager, or designee, or Department Director, or designee, be permitted reasonable access to work areas for the purpose of administering the provisions of this Agreement. Any such salaried union representative seeking access to a particular division or department must notify the Department Director, or designee. Notification of the time and the purpose of the visit must be at least two (2) hours in advance, whenever possible, and such representative may be asked to personally appear at the Department Director's office before the beginning of the visit.

SECTION 4. **UNION TIME OFF**: Duly registered union representatives/stewards, officers, and duly elected delegates who are employees of the City shall be permitted union paid time off for the purpose of conducting legitimate external union business, such as attending training or conferences. The local union President, unit Vice-President or local President's designee will initiate the request for union time off as far in advance as possible. Such requests shall be authorized by the City Manager Human Resources Director or designee and shall not be withheld for arbitrary and/or capricious reasons. Officer paid time-off is not available to employees with performance (or work plan) issues.

As necessary, the City reserves the right to modify approved union time off due to emergencies.

The City shall pay the member as time worked. The union shall reimburse the City for all union paid time off used by members. Union paid time off shall be reported by the member using a City leave card. The union will reimburse the City within 30 days of the City's request for reimbursement.

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

SECTION 5. **ATTENDANCE AT CITY MEETINGS:** The City Manager, or designee, shall approve two (2) eligible dues-paying union members (provided the union members are not employees of the same department) designated by the union to leave her/his job assignment, without loss of pay, 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, but separate, meetings of the Civil Service Commission and the City Council occur in which union matters are presented, the union may ask to designate an additional eligible dues-paying union member be allowed to attend without loss of pay. Authorization for attendance at such meetings shall not be withheld for arbitrary and/or capricious

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

A. Representing employees in the grievance process (up to 2)
B. Representing employees in investigatory meetings and/or pre-disciplinary discharge review meetings (1 employee representative/steward and/or 1 salaried union representative)
C. Participation at monthly labor-management meetings with Human Resources (up to 2)
D. Participation on the Citywide Safety Committee (up to 4)
E. Participation in meetings initiated by the City Manager, Human Resources Director or designee (up to 2)
F. Participation in other joint union/City meetings or activities (up to 2)
G. Representation of members in appeals hearings before the Civil Service Commission (up to 2 employee representatives, in addition to any salaried union representative)

SECTION 6. **AGREEMENT NEGOTIATIONS:** The union shall be permitted to designate no more than four (4) eligible dues-paying members of the union and other salaried CWA Union representative(s) to participate in the annual wage negotiations and formal Agreement negotiations.

For the purposes of negotiations of a new Agreement, the union members elected to the bargaining team are to be paid by the City for up to 40 hours of preparation time for negotiating an agreement that is fully open and up to 20 hours of preparation time for re-opener or annual wage/hour sessions. Any days spent on negotiations with the City at the table, will be considered City time and paid by the City.

Any time spent prior to or following actual negotiations on such days will be considered additional authorized preparation time. All partial days at the table will be treated as full days and be paid by the City. However, if the union does not require the amount of preparation time listed above, the union will release the union negotiation team to return to his/her City work assignments.

If necessary, additional preparation time may be granted upon request by the union. Such additional preparation time may be paid by the City.

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 for the purpose of studying and/or recommending changes to the City's position classification and/or compensation system applicable to employees covered under this Agreement.

B. The union shall be permitted to participate in any group or committee that includes any City employee acting in a representative capacity on behalf of City employees, but not City management, formed for the purpose of discussing changes to the City's classification or compensation system applicable to employees covered under this Agreement.

C. The union 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.

SECTION 8. **UNION ACTIVITIES DURING WORK HOURS**: No union activity or union business of any kind will be carried on during working hours or on City premises that is not permitted under Ordinance 9321 (see Addendum A) or as otherwise provided for under the conditions and terms of 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 will be reasonably considered.

SECTION 9. **POLITICAL ACTIVITIES:** The conduct of political activities by the union shall be in accord with the provisions of City Ordinance. Reports of violation of this Article or of City Ordinance 9712 shall be forwarded, in writing, to the City Manager, or designee, 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 provided the opportunity to meet with, solicit, and furnish information to newly hired prospective union-eligible employees as a part of the City's overall orientation process. Thirty (30) minutes

will be allocated for the union's presentation. The City Human Resources Department will provide a separate location solely for the purpose of conducting such union orientation. Additionally, the City Human Resources Department shall establish the days, time, and place for the union orientation.

The Human Resources Department will provide forty-eight (48) hours advance notification to the union of the date, time, place and the number of eligible new employees scheduled for orientation.

Should those days and times be changed, the City Human Resources Department shall notify the union as soon as possible providing the reason for the change and the newly established day, time, and place. The City agrees that a union representative/steward will be provided the opportunity to introduce themselves to a new employee at the work location.

SECTION 11. **UNION DUES AND DEDUCTIONS:** The City agrees to deduct Union dues in the amount certified to the City by the Secretary-Treasurer of the Communications Workers of America and a deduction for the Committee On Political Education from the salaries of all union members covered by this Agreement, and to remit the same, 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 termination is given in writing as prescribed in the paragraph below and on the deduction authorization card maintained by the Accounting Department 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 eligible dues-paying 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 (drop, separation other than retirement, or retirement)

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 AND DISTRIBUTION OF AGREEMENT:** The City agrees to provide a copy of this Agreement to each union member.

The City 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 division or work area where union members report to work. If a bulletin board is not available or is less than 2' x 2' where union members report to work, the union may, with departmental approval, which will not be arbitrarily or unreasonably withheld, erect a bulletin board of its own.

Prior to posting, all materials shall be initialed by an authorized union representative/steward and the City Manager/designee. Requests to post shall be made in writing to the Human Resources Director or designee, who will obtain the City Manager's review and advise the union accordingly. Such authorization shall be made within thirty-six (36) hours of the union's presentation/request for bulletin board authorization. Material containing inflammatory/derogatory statements directed towards the City of Tucson, City employees, or elected officials may be subject to rejection. Authorization to post items of interest to union members shall not be withheld for arbitrary and/ or capricious reasons.

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 business, activities, benefits, and articles of immediate concern to union members.

SECTION 14. **USE OF CITY COMMUNICATIONS SYSTEMS:** The City shall permit union representatives/stewards to use City electronic communications and inter-office mail systems for grievance and joint City/union matters as necessary. A City e-mail account and intranet access will be provided to any employee who is a union representative/steward and who does not otherwise have access to the City's e-mail system and intranet. 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.

The City shall provide access for eligible dues-paying members to City computers for work-related activities such as benefits enrollment and incidental Intranet access during working hours.

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 Directives and Policies, departmental rules and policies, and topics of the union and the City.

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 Manager, who participated in

negotiations involving the current Agreement, shall attend. It shall be the function of the City Manager's representative to attempt to resolve any dispute or difference in interpretation of this Agreement. Arrangements for a Conference Board Meeting shall be mutually agreed upon by all parties. Both the union and the Department shall notify each other, in writing, two (2) weeks in advance of the meeting and describe the subjects 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's representative is required to resolve an Agreement dispute, the decision will be provided, in writing, to the union and/or the Department Director upon request by either.

ARTICLE VII.
WORKING CONDITIONS

SECTION 1. **SENIORITY RIGHTS:** Seniority is defined as the length of accumulated service with the City as a permanent employee provided that any employee who left the service of the City and returns within a two year period of time shall have prior continuous service counted. An employee who left the service of the City and returned after a two-year period will not receive credit for prior service.

A. All other factors (including classification, skills and experience) being equal, seniority shall be the primary consideration in the selection of vacation periods and shift assignments, providing the right to determine such shall rest with the City to ensure for the continuous, adequate provision of City services. Previously approved leave can not be rescinded by later leave requests based on seniority rights alone.

B. Seniority will not accrue during periods of leave without pay that extend more than 10 continuous work days, with the exception of approved Family Medical Leave (FML) and military leave.

All of the above is subject to the provisions of the Tucson Charter, Chapter XXII, Tucson Code, Chapter 10, and Civil Service Commission Rules and Regulations.

SECTION 2. **WORK SCHEDULE:** Normal work periods are defined for Fair Labor Standards Act (FLSA) purposes, as follows:

The normal work period shall commence at 12:01 a.m. April 13, 1986 and shall be a seven-consecutive-day period, usually worked on an eight hour day, five days per week (40 hours) basis, and shall continue in seven day increments thereafter.

The normal work period for employees on a 9/80 work schedule has the work week beginning at 12:01 PM Friday, and ending at 12:00 p.m. on the following Friday.

The City Manager must give prior approval to any alternate work schedule before any department or office may establish 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 to the City Manager, or designee, a proposal which addresses the criteria delineated in City Policy.

SECTION 3. **MEAL AND BREAK PERIODS**: Employees are encouraged to have a duty-free and uninterrupted lunch period each work day. Employees who work an eight (8) hour shift or more shall have a minimum 1/2 hour unpaid lunch period. If an employee is required to work through his/her lunch for urgent City business they shall be compensated through flextime, compensatory time or overtime as deemed appropriate.

Full-time employees will be encouraged to take two (2) fifteen minute breaks per work day, subject to department operation.

SECTION 4. **MAKE-UP TIME FOR EMERGENCIES:** If an employee has an emergency requiring an absence at the start of or during his/her shift, the employee may request the use of accumulated leave time (sick leave, vacation leave, or compensatory time) as provided in City Administrative Directive 2.01-7 Employee Leaves. Approval will not be withheld for arbitrary and/or capricious reasons. An employee may, at the discretion of his/her department director or designee, have the option to make up the time lost by the end of that work week.

SECTION 5. **TEMPORARY SHIFT ADJUSTMENTS:** Employees may request schedules that deviate from a work site's normal work shift as provided in Administrative Directive 2.01-9. Alternate Work Schedules. Such requests shall include the justification, and must be submitted in writing to his/her immediate supervisor to be forwarded to the department director with his/her recommendation.

SECTION 6. **OVERTIME:** Overtime is defined as time worked in excess of 40 hours in a seven (7) consecutive day work period and will be compensated at 1-1/2 times the hourly rate for overtime-eligible employees. Overtime may be compensated by cash payment or by accumulated time at the request of the employee. The department director's has the final authority to determine cash or accumulated time compensation; such determination shall give preference to the employee's request, unless budgetary issues exist.

Accumulated Compensatory time shall not exceed eighty (80) hours. All accumulated time must be used prior to retirement or, in accordance with the Fair Labor Standards Act, be paid at time of separation from the City.

Paid leave (vacation leave, sick leave and sick leave incentive time) and holidays (to the extent provided in City Administrative Directive 2.01-6. Holiday Policy) shall be considered time worked in computation of overtime.

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

In support of administration of this Agreement, records of overtime worked by employees shall be made available for inspection to the designated union representative upon written request to the Director of Finance and at reasonable times.

Overtime shall be voluntary. However, in the event insufficient qualified employees volunteer, the City reserves the right to assign overtime work.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement in order that there will be no pyramiding of rates.

SECTION 7. **STANDBY DUTY:** In order to provide coverage for services during off-duty hours it may be necessary to assign and schedule qualified employees to Stand-by Duty. A Stand-by Duty assignment is made by a supervisor who requires an employee to be available for work on his/her off-duty time, which may include nights, weekends or Holidays. The department will seek volunteers prior to assigning Stand-By Duty. If sufficient numbers of volunteers are available then Stand-By Duty shall be assigned beginning with the most senior volunteer. If there are an insufficient number of volunteers, then Stand-By Duty shall be assigned in inverse seniority on a rotational basis.

Subject to approval by the Mayor and Council in the annual compensation plan for each of the following fiscal years, 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 qualified union-eligible employees in designated positions shall receive thirty dollars ($30) per pay period for using a second language for City Business.

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

SECTION 10. **OUT OF CLASS ASSIGNMENTS:** The City and the union agree that operational necessity may require an employee to be temporarily assigned to a higher classification. Such assignments may be beneficial to the City and to the employee. The parties further agree that out-of-class assignments shall be governed by Administrative Directives/City Policies, Department Procedures and Civil Service Rules.

Where the City deems out-of-class assignments necessary, the City agrees to make a good faith effort to rotate such assignments so as to provide opportunities for on-the-job-training and financial benefits to all qualified employees. Such assignments will not be made on a discriminatory basis.

The City will not rotate different employees in a higher paying position for the sole purpose of avoiding payment for out-of-class assignments.

The City will endeavor not to make out-of-class assignments in non-budgeted positions, except in emergency situations requiring continuation of services.

Upon commencement of the eleventh working day of an out-of-class assignment, the employee shall then be entitled to 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 his/her normal merit increases in his/her permanent classification.

When it can be anticipated that any vacancy for a budgeted position shall exceed two pay periods (twenty (20) working days), and if the appointing officer desires to fill such vacancy on a temporary basis, it shall be accomplished pursuant to the City of Tucson Administrative Directives/City Policies.

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

A. **Employee-Management Training Committee**. The City will establish an Employee/Management Training Committee. The Committee shall be comprised of four (4) members designated by the union and four (4) members appointed by the Director of Human Resources. This Committee shall make recommendations to implement training programs to assist employees in obtaining the necessary skills and abilities that will enhance both the delivery of services to City residents and provide opportunity for employee promotional advancements. The Employee/Management Training Committee shall meet as often as deemed necessary, but no less than annually and not more than quarterly.

B. **Contract Training.** The parties agree to develop a joint contract training program to familiarize shop stewards, supervisors and managers with any changes negotiated in the labor agreement. The union will participate in the training presentations. The training program should be completed within six (6) months of ratification of the agreement by both parties.

Either party's presentation in this training forum regarding the interpretation or meaning of any contract provision shall not be used in any way by either party to support its argument or position in any grievance, arbitration or litigation regarding the interpretation or application of this agreement.

SECTION **12. UNIFORM MAINTENANCE.**
The City shall provide those union-eligible employees required to wear uniforms, an allowance of $400 per year for maintenance of those uniforms, payable as follows:

$200 with the first payday of April
$200 with the first payday of October

A department or division may, at the department's option provide uniforms and uniform maintenance through a uniform service provider. An employee in one of these

departments/divisions may choose to personally maintain his/her uniforms, at the employee's own expense.

Departments or divisions changing from providing uniforms and uniform maintenance reimbursement to a uniform maintenance service provider (as set forth above) 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 temporary assignment pay equal to five percent (5%) of the employee's base hourly rate for all hours 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.

SECTION 14. **LUMP SUM PAYMENTS:** In exchange for elimination of the $50.00 per year clothing allowance in the 2006-2008 labor agreement, the City agrees, subject to annual approval by the Mayor and Council, to pay all CWA/TACE eligible employees (permanent and probationary) three (3) lump sum payments as follows:

a. First payment of $75.00 effective January 1, 2009
b. Second payment of $75.00 effective July 1, 2009
c. Third payment of $50.00 effective July 1, 2010
d. Employee must be CWA/TACE eligible and in paid status as a City employee on the day before and the day after the effective date of each payment.

SECTION 15. **FAMILY MEDICAL LEAVE:** Union-eligible employees eligible for Family Medical Leave (FML) under the Family Medical Leave Act (FMLA) shall have all of the rights and protections as provided by City Administrative Directive 2.01-7 or the Family Medical Leave Act, whichever provides the greater benefit.

ARTICLE VIII.
TIME OFF FROM WORK

SECTION 1. **ABSENCES:** Employees are required to report any and 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 may report the unscheduled absence. When an unscheduled absence is reported by anyone other than the employee, the employee may be required to contact his/her immediate supervisor as soon as possible in accordance with an adopted departmental policy. Absences should be reported as soon as the employee is aware the absence will occur so that supervisors can plan work accordingly. Supervisors/managers will only request a health care provider's statement as specified in City Administrative Directives 2.01-7 Employee Leaves. Supervisors/managers will not request confidential medical information.

A. All leave charges will be in increments of one-half hour.
B. Leave will be administered in accordance with City Administrative Directive 2.01-7.
C. Leave will not be denied for arbitrary or capricious reasons.
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 may use accrued vacation leave when an employee has a documented medical condition that qualifies for and has been certified as eligible for Family Medical Leave (FML), if the employee has no accrued sick leave available, so as not to suffer loss of pay.

SECTION 2. **BEREAVEMENT LEAVE:** Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, upon the death of an immediate family member, an employee covered by this Agreement shall be entitled to be absent from work for up to three working days for a death occurring within the State of Arizona, or up to five working days for a death occurring outside of the State of Arizona. Up to five (5) days/40 hours max (based on the employee's regularly scheduled hours for those days) of this absence per fiscal year shall be allowed as paid bereavement leave. Sick leave, vacation leave, or compensatory time may be used for the balance of the absence, at the employee's discretion. For purposes of this Section, immediate family member is defined as a spouse, domestic partner, mother, father, mother-in-law, father-in-law, stepparent, child, adopted child(ren), stepchild(ren), or child(ren) of a domestic partner, parent surrogate, brother, sister, grandparents, grandchild(ren) and grandparents-in-law. The definition will be expanded without further negotiation in the event that the City adds additional relatives or other individuals to the definition of "immediate family" as set forth in City Administrative Directive No. 2.01-7H. Bereavement Leave. The employee may be required to provide documentation of the death. Extenuating circumstances will allow an employee to request the use of additional leave from his/her available accumulated leave bank (sick leave, vacation leave, or compensatory time),

or leave without pay if the employee has no paid leave accumulated and available for use.

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 and work on holidays compensated in accordance with the City's Administrative Directive 2.01-6. Holiday Policy. In the event that the Administrative Directive is changed to grant an additional paid holiday, union-eligible employees will receive the additional paid holiday without further negotiation.

Employees shall be allowed the paid holidays listed below and shall be paid for the number of hours that they are regularly scheduled to work on a normal work day.

Independence Day	New Year's Day	Veteran's Day
Labor Day	Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Christmas Day	Floating Holiday
President's Day		

If such City observed holiday falls on a union member's regularly scheduled day off, that union member shall receive an additional day's pay or another day off within the same pay period.

SECTION 4. **ADMINISTRATIVE LEAVE:** At the discretion of the department director, exempt employees covered by this Agreement may be granted up to forty (40) hours of Administrative Leave each calendar year. More than forty (40) hours of Administrative Leave may be granted only with the approval of the City Manager.

SECTION 5. **EDUCATIONAL LEAVE:** After five (5) consecutive years of employment with the City, an employee may apply for a full-time educational experience leave for the betterment of herself/himself and/or the Community. The leave can last up to one (1) year and will be without pay. The employee will continue to cover the entire cost of his/her life and health benefits or choose to opt out of the City plan. The employee will make a commitment to the City of one (1) year of service following return.

SECTION 6. **SICK LEAVE INCENTIVE DAY.** Subject to approval by the Mayor and Council in the annual compensation plan for each of the fiscal years covered by this Agreement, the City Manager recommends that union-eligible full-time employees who did not use any sick leave in either the first or second six-month period of the fiscal year will accrue a personal leave day of eight (8) hours as of the first day of the pay period following the end of each respective six-month period, as follows:

A. The employee must have been union-eligible for at least four months of the previous six month period in order to qualify for the incentive day.

B. Only those employees who used no sick leave during the accrual period will accrue a personal leave day, except for employees using sick leave while on approved Family Medical Leave (FML) per City Administrative Directive 2.01-7 Employee Leaves.

C. Personal leave does not carry forward from one six-month period to the next. A personal leave day earned in one six-month period must be used in the following six-month period or be forfeited by the employee.

D. Personal leave can be used in 30-minute increments and must be approved and scheduled in advance.

E. Personal leave can be used in conjunction with any other leave.

F. Employees cannot retroactively change the use of sick leave to any other leave category for the purpose of accruing the personal leave day.

G. Personal leave must be used prior to an employee's separation from the City. Any unused personal leave time will be forfeited and unpaid at the time of an employee's separation.

H. The sick leave incentive day for permanent part-time employees eligible for leave benefits will be four (4) hours.

ARTICLE IX.
MEDICAL REVIEW

SECTION 1. **MEDICAL REVIEW:** An employee whose personal physician has determined a diagnosis and course of treatment which conflicts with those of the City physician, shall have the option to request a third party review. Such review will be performed by a medical specialist. The employee will be given a list of certified medical providers from Risk Management. The employee, with the input of his/her physician and Risk Management, will select a medical specialist. The City and the employee will accept the decision of the medical specialist.

ARTICLE X.
STRIKES OR WORK INTERRUPTIONS

SECTION 1. **STRIKE:** Inherent in government employment is an obligation to maintain operations. 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 the 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 material breach of this Agreement, which may then be immediately terminated by the City upon written notice to the Union.

ARTICLE XI.
EMPLOYEE RIGHTS

SECTION 1. **EMPLOYEE RIGHTS**: Eligible employees have the right to join or refrain from joining and/or remain a member of 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, or familial or marital status, or political opinions, beliefs or affiliations.

SECTION 3. **EMPLOYEE RECORDS:**

A. An employee, or his/her 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 during normal working hours for appropriate business purposes, as set forth in City Administrative Directive 2.02-20. Employment Records. Employees shall be provided copies of his/her own employment records at no cost. Requests for such access shall be directed to the Human Resources Department.

B. An employee may petition his/her department director that written reprimands in his/her departmental personnel file more than three (3) years old will not be used in future disciplinary or promotional proceedings, provided that there has been no further disciplinary action for the same or related infraction against the employee for a three (3) year period prior to the request. If the department director agrees, any copies of the written reprimand maintained by the department shall be returned to the employee and will not be used in future disciplinary or promotional proceedings. The department director will notify the Human Resources Director in writing of this decision and will identify the reprimand in question. This written notice shall be placed in and made a part of the employee's official personnel record and the disciplinary action will not be available for any future grievance committee proceedings or for review for promotional purposes. If a department director denies such an employee request, the union may request an additional review by the Human Resources Director.

C. For all other purposes, access to or copies of, employment records will be limited as specified in City Administrative Directive 2.02-20 or as otherwise required by law.

SECTION 4. **PERFORMANCE APPRAISALS**. The parties acknowledge the value and importance of timely and thorough performance appraisals. Performance appraisals are to prepared and issued as provided in City Administrative Directive 2.02-13 Employee Performance Appraisal.

A. **Written Rebuttal and Response**: An employee who does not agree with his/her performance appraisal has the right to file a written rebuttal with the Department Head. The Department Head or designee shall respond within 30 days. The employee may file a copy of the rebuttal with the Human Resources Department for inclusion in the employee's official personnel record.

B. **Director Response to Merit Denial**: If an employee 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 employee within 30 days of submission of the rebuttal. Alternatively, the employee or union may request a meeting with the department director instead of submitting a formal written rebuttal and requiring a written reply from the director. The department director will have the option to meet with the employee and union representative or to decline to meet. If the meeting is held, a representative of Human Resources will facilitate the discussion.

ARTICLE XII.
INFORMAL PROBLEM RESOLUTION PROCESS

The process of resolving conflict within the work setting is one of the most challenging efforts that any two (or more) individuals can undertake. The City and union agree to establish a framework for resolving at an informal level matters about which there is disagreement. This framework is based upon the belief that all parties involved will work on the basis of the conflict until such time that all aspects of the conflict are fully understood and concluded. Conclusion of an issue in conflict may include recognition that the resolution sought by an employee is not possible within the organization at the present time. In addition, for this process to be fully utilized, it is necessary that all parties approach the process with full commitment, thereby suspending his/her preferences for only one solution and readily listening to all concerns and options presented.

The method for implementing the Problem Resolution Process is set forth in Addendum B - CWA/TACE Informal Problem Resolution Process Guidelines.

ARTICLE XIII.
GRIEVANCE PROCEDURE

SECTION 1. **INTENT:** The purpose of this Article is to provide employees with a process for the review of certain employee 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.

SECTION 2. **GRIEVABLE ISSUES:** Any eligible dues-paying member or the union with the written consent of its member(s), shall have the right to present a grievance arising out of issues, such as the following:

- Interpretation, application, operation, or alleged violation of Administrative Directive/City Policies, personnel policy, Department policy, etc.; relating to, among other things, hours, terms and conditions of employment, this Agreement and wage issues other than salary negotiations.
- Disciplinary action not appealable to the Civil Service Commission.
- Tucson Police Department (TPD) corrective actions.

SECTION 3. **NON-GRIEVABLE ISSUES:** Issues such as the following are not grievable pursuant to this Agreement:

- 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

SECTION 4. **TIME LIMITS:** A formal grievance must be initiated in writing within thirty (30) calendar days from the date of the act, the service of a notice of discipline or from the point that the member or the union became aware of the occurrence, whichever is later. If the last day of any time limit falls on a weekend, holiday or other non-work day for the grievant, the next business day becomes the last day.

Time limits may be extended by mutual agreement.

SECTION 5. **GENERAL PROVISIONS:** Formal grievances must be submitted on the designated grievance form mutually agreed upon and must contain a statement of the date of the incident, members name, department, union steward/representative name, violations and remedy sought.

A. Grievances shall advance within the given City department in accordance with that particular department's organizational structure.

B. The member/union must comply with the time limits set forth in these procedures. If the member/union fails to comply with the time limits, it will constitute an abandonment of the grievance unless both parties have mutually agreed to extend the time limits as put forth in this article. If the City does not comply with the time limits, the grievance can be moved to the next step of the grievance procedure.

C. Any grievance shall be considered resolved at the completion of any step if all parties are satisfied or if the member/union chooses not to present the matter to the next step of the procedure within the prescribed period of time.

D. In cases of a grievance regarding a disciplinary action, the level within a given department that issued the discipline must concur with any change to the discipline prior to it being closed subject to the time limits of the grievance procedure.

E. Once a grievance has been reviewed and denied, repeated filing of grievances on the same issue will not be permitted.

F. The grievant may designate union representatives/stewards at any step of the grievance process. Unless mutually waived the member who is the subject of a grievance will be present at any discussions of his/her 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.

G. The grievant who is the subject of a grievance shall have the right to determine whether or not they wish to proceed with the grievance procedure. The union may not pursue a grievance that the grievant wishes to end.

H. Not more than two (2) authorized union representatives/stewards may attend grievance meetings on City time.

I. Grievances will be handled during the regularly scheduled working days and hours of the parties involved to the extent possible.

J. Upon completion of the grievance process, department managers and supervisors shall ensure that the grievant does not experience any retaliation for having pursued the grievance. Direction from the City Manager, or designee, regarding the final resolution of the grievance will be implemented as quickly as possible.

K. Any individual member shall have the right to present grievances directly to the City using the City Grievance Procedure.

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

- **Step One:** The first step in the grievance process is an attempt to informally resolve the grievance between the member(s)/union involved and the immediate supervisor. The member or the union representatives/stewards initiates the grievance by verbally informing the immediate supervisor of the complaint within 15 calendar days of the alleged violation, interpretation or action being grieved. If the complaint cannot be informally resolved, or if the member prefers to begin by filing a formal grievance, the grievance form is completed and the grievance proceeds to the formal grievance process. Step One shall be binding for the particular grievance involved, but not be used as precedent by either party.

- **Step Two:** The formal grievance process begins with the delivery of the written grievance to the divisional administrator over the employee's divisional organization, within thirty (30) calendar days of the alleged violation, interpretation or action being grieved. In disciplinary actions, the thirty (30) day filing period shall begin on the date of the pre-disciplinary review meeting (the date of which is included on the Notice of Intent to Discipline form).

  Within ten (10) calendar days, the member or the member's union representatives/stewards shall meet with the divisional administrator 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 representatives/stewards along with a copy of the grievance.

- **Step Three:** 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, with a copy to the Human Resources Director or designee. No later than ten (10) calendar days after the department director receives the grievance a meeting will be held. The department director shall provide a written decision that outlines the reasons to the union representatives/stewards within ten (10) calendar days of the meeting and shall provide a copy to the Human Resources Director or designee.

- **Step Four:** If the department director's response is not acceptable, the union representatives/stewards may forward the grievance to the City Manager within ten (10) calendar days. The request for further review by the union 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, with a copy to the Human Resources Director or designee.

  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 four City employees, two supervisory employees to be selected by the City and two union member employees to be selected by the union. The grievance committee members cannot be from the same department as the grievant. To maintain the neutrality of the Committee, none of the members can have had involvement with the specific case under consideration. A separate committee will be designated for each grievance. The grievance committee will meet within fifteen (15) calendar days of their appointment. The Committee will have thirty (30) calendar days from the date of its first meeting to review the problem and prepare a written report of its recommended solution. The Human Resources Director or designee will act as a neutral facilitator of the Grievance Committee process to ensure that the Committee has access to all information necessary to conduct the investigation 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.

  If the grievance committee reaches consensus, the written report will be forwarded to the City Manager, union and the grievant. In the event of a split decision, the Grievance Committee shall call upon the Federal

Mediation and Conciliation Service (FMCS) for mediation in an attempt to resolve the matter. The City Manager will review the recommendation of the Grievance Committee and will, within fifteen (15) calendar days, provide a final written solution to the grievance to the member and union.

- **Step Five:** If the City Manager or the union does not agree with the recommendation of the Grievance committee, by mutual agreement, the grievance may move to Advisory Arbitration.

  The Federal Mediation Conciliation Service or American Arbitration Association will be used for the Advisory Arbitration. The City and the union shall request a list of seven (7) possible members from either organization and within fifteen (15) calendar days of receipt of such list select an arbitrator. The City and the union will strike one arbitrator's name from the list of seven (7) and will then repeat the procedures. A flip of the coin will determine who strikes the first name. The remaining person shall be the duly selected arbitrator.

Each party shall bear the expenses of witnesses and other costs of preparing and presenting its own case. Incidental expenses incurred as a result of the hearing and all fees and expenses of the arbitrator shall be divided equally between the parties.

The City Manager reserves the right to review the record of the proceedings and the decision of the Arbitrator/Grievance Committee, render a final decision and state in writing the reasons for that decision.

ARTICLE XIV.

SAFETY, HEALTH AND ENVIRONMENT

SECTION 1 - GENERAL

A. Occupational health and safety are the mutual concerns of the City, the union, and the employee. The union will cooperate with the City by encouraging 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/

B. The parties encourage employees and management to familiarize themselves with the following City Administrative Directives related to safety, health and the environment:

- AD 2.03-1 Emergency Procedures for Evacuation of City Buildings
- AD 2.03-2 Hazardous Materials Manual
- AD 2.03-4 Departmental Safety Programs
- City of Tucson's Occupational Safety and Health Manual (OSHM) available on the City intranet under Central Safety Services

SECTION 2 - UNION PARTICIPATION

The union may designate four (4) employee members as representatives to participate in the Citywide Safety Committee. All members of this committee are expected to attend safety supervisor training (24 hours) and may choose to attend OSHA General Industry (10 hours) and OSHA Construction (10 hours) training for supervisors, at the expense of the City, in order to insure all committee participants have the fundamental skill to ensure a safe and healthy work environment for all City employees. Time spent serving as a union representative on the Citywide Safety Committee or its subcommittees will be considered duty time paid by the City. The employee/representative will

notify his/her department of scheduled meetings in accordance with department procedures.

It is understood that all union member representatives on the Citywide Safety Committee shall assume the responsibility of reporting in writing any unresolved safety and health concerns to the full Committee for resolution. If the Citywide Safety Committee is unable to reach a consensus as to the appropriate resolution, the Finance Director and the City Manager or designee may examine the concerns raised and determine the appropriate resolution.

SECTION 3 - REPORT, EVALUATION, AND ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS

If an eligible dues-paying member finds working conditions that the employee feels are unsafe or unhealthy, that employee shall approach his/her immediate supervisor to resolve the alleged unsafe or unhealthy conditions. If the employee does not agree with the explanation or actions taken by the supervisor in satisfying the alleged unsafe conditions, the employee may choose to stop work and contact a union representative for assistance. The supervisor will then notify the department director, or designee, that a disagreement exists regarding safety conditions and request an immediate intervention in the matter. The employee may elect to have union representation in accordance with the provisions of Article VI, Union Rights. The department director, or designee, shall immediately, or as soon as possible thereafter, investigate the safety conditions and respond to the supervisor, the employee, and the union representative. If the situation cannot be resolved with the department director, the department director shall consult the Risk Manager for assistance before rendering a decision.

SECTION 4 - 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 5 - TRAINING

A. The City will provide safety and health training for employees, including specialized job safety training, appropriate to the work performed by the employee. This training will address the rights and responsibilities of employees.

B. The City will offer Wellness training for employees, to include stress management/reduction on an annual basis.

SECTION 6 - ALLEGATIONS OF REPRISAL

The City agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an employee for filing a report of an unsafe or unhealthful working condition or environment as stated in Section 3 of this Article.

SECTION 7 – ENVIRONMENTAL CONCERNS

A. Concerns should be addressed to the employee's department director with a copy to the City's Risk Manager.

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 on a timely basis.

D. Individuals with special health needs must notify his/her supervisor and/or Human Resources of any requests for reasonable accommodation.

SECTION 8 – EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program to support employees in addressing life challenges, whether work-related or not.

SECTION 9 - SECURITY

A. The City is responsible for providing a safe work environment for all employees. Each department is responsible for assessing the work place and developing emergency plans for public access areas when appropriate.

B. When an employee reasonably believes that harassment or physical abuse may occur, the employee should inform his/her supervisor in a timely manner.

C. All phones will be labeled with appropriate emergency numbers. Any phone needing a label should be reported to Central Safety.

SECTION 10 – SPECIAL DEATH BENEFIT

The City shall provide a special death benefit in the amount of $25,000 to the survivor(s) of any CWA/TACE-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 his/her 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 special 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 XV.
TERMS AND CONDITIONS OF AGREEMENT

SECTION 1. **AGREEMENT TERMS:** The Agreement shall be in full force and effect beginning July 1, 2008, and thereafter from year to year, through June 30, 2012. Notification of the expiration of this contract shall be 150 days prior to the expiration date of the term of this Agreement and shall be by registered mail postmarked not less than 150 days prior to the expiration date of this Agreement or any extension thereof.

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 15 of each year.

B. Fiscal Year 2009. -In the event that the Mayor and Council authorize any pay increase for Fiscal Year 2009 which would affect the wage rates of all positions in two (2) or more represented employee units, the City Manager will recommend that Mayor and Council consider an appropriate adjustment affecting the wage rates of all positions represented by CWA/TACE for Fiscal Year 2009. It is understood that this commitment by City Manager is applicable only to compensation for Fiscal Year 2009 and will not affect any compensation plan recommendations for subsequent fiscal years. It is also understood that this will not be construed as limiting or affecting the authority or legal responsibility of either party, or as binding either party to perform beyond the authority of each, or to require them to assume or expend any monies. "

SECTION 2. **EXTENSION PROVISION**: It is agreed, if at the expiration of this Agreement negotiations have started for a new Agreement the principles of the expired Agreement will be honored. Each team will provide a complete set of proposals for review by the other team at least one week ahead of the first formal negotiations meeting. Ground rules will be mutually agreed to and signed during the first formal meeting of the negotiations season.

SECTION 3. **SEVERABILITY & MANDATES:** 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 therefore. The parties agree to schedule the first meeting for negotiating the amendment within a reasonable period of time, not to exceed thirty (30) calendar days, after receipt of the notification of the desire to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments. This Agreement shall be evidenced by a written document duly enacted by both parties.

ARTICLE XVI.
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 hereof shall remain in full force and effect.

SECTION 2. **LEGAL CHANGES:** In the event changes are made in any State or Federal Law, Civil Service Rule or Regulation, City Code, or Charter provision that would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated. However, the remainder of this Agreement shall remain in full force and effect.

The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

IN WITNESS WHEREOF, the parties hereto have set his/her hands this July 15, 2008.

ACKNOWLEDGED AND DATED THIS July 15, 2008.

CITY OF TUCSON

Michael Hein
City Manager

ATTEST:

Roger Randolph
City Clerk

Mike Letcher
Deputy City Manager

COMMUNICATIONS WORKERS OF AMERICA/TUCSON ASSOCIATION OF CITY EMPLOYEES

Brenda Roberts, CWA
Staff Representative

Linda Hatfield
President
CWA Local 7000
CWA/Negotiating Team

Debra Hillary, Administrator
Employee Services Division
Human Resources Department

Curry C. Hale, HR Manager
Human Resources Department

Roberto Villasenor, Assistant Chief
Tucson Police Department

Sharon Allen, Assistant Chief
Tucson Police Department

Ivey Schmitz, Deputy Director
Department of Neighborhood Resources

Anita Velasco, Administrator
General Services, Communications Division

John Sefton, Deputy Director
Parks and Recreation

Michael LaFond
Vice-President, CWA Local 7000
City of Tucson Unit (TACE)
General Service Department

Barbara Kneup
Tucson Police Department

Kathy Kalthoff
Environmental Services Dept.

William Navarro
Department of Neighborhood
Resources

And our former colleague and friend,
Pam Humphrey, Employee Services Manager,
Tucson Water, deceased.

Michael McCrory
Assistant City Attorney

APPROVED AS TO FORM:

Michael Rankin
City Attorney

ADDENDUM A

ORDINANCE NO. 9321

ADOPTED BY THE
MAYOR AND COUNCIL

NOV 15 1999

ORDINANCE NO. 9321

RELATING TO LABOR RELATIONS; ESTABLISHING PROCEDURES FOR THE CONDUCTING OF ELECTIONS TO ALLOW CITY EMPLOYEES TO DESIGNATE LABOR REPRESENTATION.

WHEREAS, the Mayor and Council, City of Tucson, desire to recognize the interests of all City employees and maintain a harmonious, peaceful and cooperative relationship with City employees; and

WHEREAS, the City of Tucson employees may desire from time to time to select an organization to represent said employees in the area of labor relations; and

WHEREAS, the Mayor and Council have determined that it be in the best interests of the City of Tucson and the employees of the City of Tucson to have established a formal procedure for the designation of an organization to represent various segments of City employees.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That this ordinance shall be known as the "City of Tucson Employer-Employee Labor Organization Certification Procedure."

SECTION 2. That for purposes of this ordinance a "labor organization" shall be an organization in which City of Tucson employees participate and which exists for the primary purpose of representing and dealing with employee concerns and grievances regarding, among other issues, hiring, termination, lay-off, promotion, demotion, conditions of employment, wages, hours, rates of pay, job classification and labor disputes.

SECTION 3. That the following shall govern the procedures by which City of Tucson employees may designate a labor organization which will represent said employees in the area of labor relations.

A. The maximum number of labor organizations to be designated for employee representation shall be limited to a total of four. One organization may represent that employee group consisting of commissioned personnel of the Tucson Police Department through the rank of sergeant who are members of said organization; one organization may represent that employee group consisting of commissioned personnel of the Tucson Fire Department through the rank of captain who are members of said organization; one organization may represent that employee group consisting of all clerical, administrative, professional and technical non-supervisory City employees as set forth in the position compensation plan and designated by the Director of Human Resources and filed with the City Clerk; and one organization may represent that employee group consisting of all labor and trades non-supervisory employees (including lead persons) as set forth in the position compensation plan and designated by the Director of Human Resources and filed with the City Clerk, all subject to the limitations as set forth in subsection (0) below. Employees who hold a position, at the time of an election, as a permanent, full-time, non-probationary employee in a job classification included within the scope of any of the four employee groups shall be eligible to participate in an election conducted pursuant to this ordinance.

B. During the existence of a current labor agreement between the City of Tucson and an employee group, eligible members of said group may petition the City Manager to conduct an election to determine representation within that group, not earlier than 180 days prior to the expiration date of the current existing agreement and no later than 90 days prior to the expiration of the then current existing agreement. If there is no current labor agreement in existence, eligible members of the employee group may petition the City Manager to conduct an election not later than 180 days prior to the beginning of the city's fiscal year to determine if representation is desired within the employee group.

C. The neutral, non-City party shall set a date for the conduct of an election to determine which, if any, labor organization shall be recognized by the City for any employee group. Such an election shall be called by the Mayor and Council only upon receipt of petitions which bear the signatures of eligible employees of an employee group in a number equal to at least 30 percent of the employees in the employee group; or if no labor organization is recognized and representing members of an employee group, upon receipt of petitions bearing the signatures of eligible employees in a number equal to 15 percent of the total number of employees in the employee group.

D. Elections shall be conducted and supervised by a neutral, non-City party to be designated by the Mayor and Council at the call of an election.

E. Elections shall be conducted at a neutral location to be designated by the neutral, non-City party at the call of an election.

F. Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. Counting of ballots shall commence immediately after close of the polls.

G. City employees who wish to petition for a call of an election to determine representation by a labor organization must: (1) be a member of an employee group as defined and set forth in paragraph A and (2) sign a valid petition requesting that an election be called for the purpose of determining representation. An employee shall only sign one petition calling for an election. The signatures of employees on the petitions requesting an election shall be verified by the Director of Human Resources in order to determine current employment within the employee group. Upon validation by the Director of Human Resources of the submitted petitions, the requesting organization shall be allowed use of bulletin boards in those departments, where employees eligible to vote are located, to post organization-related news bulletins, notice of organization meetings and information relating to the election. Prior to posting, materials shall be initialed by an authorized representative of the labor organization and the City Manager or their designee.

H. No personal electioneering or recruitment of prospective members shall be permitted on City property by any City employee or representative of those labor organizations which are party to the election, including the use of departmental bulletin boards, or during normal duty hours. Any City employee violating this paragraph shall be subject to the provisions of Administrative Directive 2.02-8. Any labor organization representative violating this paragraph shall be denied access to the department where the violation occurred until the election is conducted pursuant to this ordinance.

I. A plurality of those voting in the election shall prevail.

J. Ballots for the election shall be prepared under the supervision of the neutral, non-City party, and shall contain the names of those competing labor organizations and an option for no representation: Employees voting shall cast only one vote. Ballot boxes shall be sealed under the supervision of the neutral, non-City party. The counting of the ballots shall be accomplished by the neutral, non-City party. Each competing organization shall be allowed one (1) representative as an observer during the counting of all ballots.

K. The City of Tucson will not recognize any labor organization which does not possess a current City of Tucson employee membership which in number is equal to at least 15 percent of the total number of employees in the employee group. Certification of such membership shall be made by any labor organization which possesses an agreement with the City at any time upon request of the City Manager or their designee. If a labor organizations certification of membership does not show that the labor organization possesses the prescribed minimum City of Tucson employee membership, any existing labor agreement between the City and the labor organization shall be deemed to have lapsed and will automatically terminate sixty (60) days after the date of the certification which showed the deficiency in membership, unless the labor organization submits a new certification which shows that the labor origination possesses the prescribed minimum City of Tucson employee membership. In the event a new employee labor organization is selected through the election process, the new

labor organization shall have thirty (30) days to certify its membership in the necessary number to the City Manager.

L. In the event a new employee labor organization is selected, the current organization shall retain all benefits and privileges until the expiration date of its agreement with the City of Tucson.

M. All of the costs of an election held as set forth in this ordinance shall be shared and paid for on an equal pro-rata basis by the City and all labor organizations represented on the ballot.

N. In the event a new employee labor organization is selected and its membership certified, the City Manager and/or their designated representatives and designated members of the new organization shall immediately commence negotiations to establish a new labor agreement between the City and the labor organization. The parties thereto shall in good faith attempt to complete such negotiations prior to the expiration date of the then currently existing agreement. The labor organization shall communicate and/or negotiate only with the City Manager and/or their designated representative and with no other City body, agency, or individual, including the City's 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 the Mayor and Council for consideration. In the event agreement is not completed prior to the expiration date of the then existing agreement, the parties thereto shall be considered as having no labor agreement with the City until a new agreement is completed and ratified by the Mayor and Council of the City of Tucson.

0. Employees ineligible for representation. The following personnel are ineligible for representation by an employee organization under the terms of an executed labor agreement: All commissioned personnel of the Tucson Police Department above the rank of sergeant; all commissioned personnel of the Tucson Fire Department above the rank of captain; and all other City employees who are either in supervisory (except lead persons) or confidential positions.

"Supervisor" means 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, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

"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.

P. The human resources director shall, pursuant to the preceding definitions, have the authority and responsibility, subject to city manager review and approval, for determining which employees are ineligible for representation in employee groups for the reason that an employee is in a confidential or supervisory position. This determination may be appealed to the city manager in writing by the employee or a labor organization representing the employee group to which the employee would belong. The appeal shall set forth the reasons for the disagreement in writing. On review, the city manager's decision to either uphold or overturn the initial determination of ineligibility shall be final.

Q. On adoption of this ordinance, if no current labor agreement is in existence for any authorized representative labor group, the 180 day requirement contained in Section 3B preceding, is hereby waived for the fiscal year ending June 30, 2000.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, NOV 15 1999.

George Miller
MAYOR

ATTEST:

Kathleen S. Detrick
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED BY:

CITY MANAGER

MGW/cds
11/12/99

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ADDENDUM B

CWA/TACE INFORMAL PROBLEM RESOLUTION PROCESS FRAMEWORK

CITY OF TUCSON / CWA/TACE
INFORMAL PROBLEM RESOLUTION PROCESS FRAMEWORK

KEY Goal – Problem Resolution

The process of resolving conflict within the work setting is one of the most challenging efforts that any two (or more) individuals can undertake. The City and CWA/TACE agree to establish a framework for resolving at an informal level matters about which there is disagreement. This framework is based upon the belief that all parties involved will work on the basis of the conflict until such time that all aspects of the conflict are fully understood and concluded. Conclusion of an issue in conflict may include recognition that the resolution sought by an employee is not possible within the organization at the present time. In addition, for this process to be fully utilized, it is necessary that all parties approach the process with full commitment, thereby suspending their preferences for only one solution and readily listening to all concerns and options presented. This process has as its foundation the willingness on the part of all participants to recognize that accepting **interest** differences is necessary to finding mutually acceptable solutions.

KEY Steps:

1. **Problem Identification/Communication:** A 'problem/issue' will be brought to the attention of those directly affected through the most appropriate form of communication (i.e. e-mail, memorandum or professional conversation.) The essence of the matter will be fully identified through this first communication. Either management or labor may initiate the first discussion to start this process. *[The purpose of the matter being identified at this level is to determine who should be involved in next problem solving conversations in terms of those with authority to affect a permanent resolution].*

2. **Suggested Guidelines Problem Exploration:** A second meeting will be scheduled as soon as all parties are available for the purpose of resolution of the identified problem(s). *[Preference will be given to meeting in an off-site location to establish a less emotionally charged environment for fact based problem solving to occur].*

3. **Problem Solving Process:** (Suggested for use at all meetings.)
   a. Both parties will restate the issue from their perspective, including recency of the matter and details about the current impact on each party and long-term impact on the department and City.
   b. Both parties will establish ground rules for open communication (a standard set should be provided by the City as suggestions).
   c. Both parties will communicate 'interest(s)' (motivators) in bringing the matter forward – (all reasons why the issue(s) are important to the party as well as what their needs and concerns are).
   d. Each party will restate what they heard the other participant's interests to be an listen for the other party to clarify any misunderstandings about these stated interests.
   e. Each party agrees to restate the fact that the needs of both parties are legitimate and important, including a reaffirmation of ongoing high respect for mutual support and creative idea generation.

f. Both parties will brainstorm for satisfiers – 'possible solutions' that may meet all or part of the criteria established during the setting of the ground rules (i.e. within the current City budget; in compliance with City Policies, etc.) Both parties will analyze the potential satisfiers for alignment with City criteria and for inclusion as a part of the permanent solution.

g. Both parties will:
   - Elicit and express agreement on specific satisfiers; and/or
   - Agree to defer to another time/another resource for final determination of 'all satisfiers'; and/or
   - Agree to disagree and to permanently retire this matter(s) from concern by the assembled group.

For help with the interpretation of this Informal Problem Resolutions Process, please contact your HR Department Recruitment Team, or consider cross training a member of your department in the Informal Problem Resolution process so that you have a team facilitator.

HR Recruitment Team information can be accessed via the City's Intranet website at http://intranet.ci.tucson.az.us/emplist/emplist.php under the Current Employment Lists and link to Current HR Staff Assignments.

Addendum C
CWA/TACE and Tucson Police Department Grievance Procedure

In an effort to eliminate confusion between the three separate grievance processes available to various members of the Tucson Police Department, as well as to provide for consistency in the response from supervisors and commanders of the Police Department, the following amendments to the grievance process are adopted. These amendments will only apply to members of the Tucson Police Department who dues paying members of CWA/TACE.

A. When a grievance is initiated, the first step will be for the TACE member or their representative to contact the TPD Office of Internal Affairs to obtain a grievance number. This grievance number is used to track the location and status of the grievance throughout the chain of command, and makes it easier to insure that all timelines are being met.

B. All grievance shall contain a written statement concerning what specific action is being grieved, the contract provision(s) (article & section) that has allegedly been violated and the specific remedy desired by the member. This written statement will not eliminate the need for a personal meeting between the member and the involved supervisor/commander if the member desires a meeting. Each supervisor/commander that reviews the grievance shall provide a written response concerning the grievance.

C. The grievance process will begin at the level of Captain or equivalent followed by the Assistant Chief then Chief of Police or the Deputy Chief (if designated by the Chief of Police).

All other aspects of the grievance process will apply as stipulated in the contract.