

TUCSON POLICE OFFICERS ASSOCIATION

EXHIBIT A TO RESOLUTION NO. 21751

CITY OF TUCSON CONTRACT NO. 17290

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
ARTICLE 1 SCOPE .....	3
ARTICLE 2 RECOGNITION .....	4
ARTICLE 3 RIGHTS OF REPRESENTATION .....	5
ARTICLE 4 MANAGEMENT RIGHTS .....	6
ARTICLE 5 TPOA RIGHTS .....	7
ARTICLE 6 CONFERENCE BOARD MEETINGS .....	10
ARTICLE 7 WORK INTERRUPTION .....	11
ARTICLE 8 NON-DISCRIMINATION .....	12
ARTICLE 9 EMPLOYEE RIGHTS .....	13
ARTICLE 10 TERMS & CONDITIONS OF AGREEMENT .....	17
ARTICLE 11 SEVERABILITY .....	18
ARTICLE 12 HOURS OF WORK .....	19
ARTICLE 13 OVERTIME .....	21
ARTICLE 14 HOLIDAYS .....	23
ARTICLE 15 LEAVES .....	24
ARTICLE 16 LIABILITY INSURANCE .....	26
ARTICLE 17 JUDICIAL PROCEEDINGS .....	27
ARTICLE 18 CALL-OUT .....	29
ARTICLE 19 SHIFT DIFFERENTIAL PAY .....	30
ARTICLE 20 CLOTHING AND EQUIPMENT .....	31
ARTICLE 21 ASSIGNMENTS .....	33
ARTICLE 22 COMPENSATION SYSTEM & MEDICAL & DENTAL BENEFITS .....	34
ARTICLE 23 GRIEVANCE PROCEDURE .....	35
ARTICLE 24 FUNERAL EXPENSES .....	39
ARTICLE 25 ALLOWANCES .....	40
ARTICLE 26 PARKING .....	42

## **ARTICLE 1**

### **SCOPE**

1. This agreement recognizes the TPOA as the single labor organization to represent the employee group who hold the rank of Sergeant and below as defined by Tucson Code Chapter 14, adopted by Mayor and Council on March 8, 2011. The TPOA and the City of Tucson agree to bargain in good faith.
2. As defined by Tucson Code Chapter 14, the following commissioned salaried classifications are eligible for representation by the TPOA.

Police Officer/Detective/Hazardous Device Technician/Sergeant/Marshal

Except as otherwise stated, provisions of this Agreement do not apply to employees until their successful completion of the basic training academy.

3. During the term of this Agreement any new non-management commissioned classification established by the Human Resources Director with the approval of the City Manager shall be eligible for representation by the TPOA with the mutual consent of both parties.
4. The following definitions and terms apply throughout this Agreement:
  - A. "The City" or "employer" – the City of Tucson.
  - B. "The Department" – the Tucson Police Department.
  - C. "The TPOA" – the Tucson Police Officers Association.
  - D. "Employee" – a salaried police officer, detective, hazardous device technician, sergeant, or marshal employed by the City of Tucson Police Department.
  - E. "Member" – a Department employee who is a member of the TPOA.
  - F. "Days" – calendar days
  - G. "Chief of Police" or "Chief" – the Chief of Police or the Chief's authorized designee.
  - H. "City Manager" or "Manager" – the City Manager or the Manager's authorized designee.

## **ARTICLE 2** **RECOGNITION**

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

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

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

2. Nothing contained in this Agreement shall be construed so as to interfere with the right of an individual, whether a member of the TPOA or not, to represent their own salary request or file a grievance as provided in City Administrative Directives. Once a grievance has been filed under one of the grievance procedures, it cannot be filed under a different procedure at a later date.
3. The TPOA shall not enter into any coalition negotiations, either on a formal or informal basis, with any organization which negotiates with the City pursuant to Tucson Code Chapter 14. Off-duty activity by TPOA members will not be in conflict with their duties and responsibilities as police officers and the duty to uphold and enforce the law. Any violation may subject the member to discipline, up to and including termination.
4. No TPOA activity or TPOA business of any kind will be carried on during working hours or on City premises which is not permitted under Tucson Code Chapter 14 or as otherwise provided for under the conditions and terms of this Agreement.
5. The conduct of activities by the TPOA shall be in accord with the provisions of the Tucson Charter, specifically, but without limitation, Chapter 18, Section 4, and Chapter 25, Sections 5 and 8, and the Tucson Code, Sections 10-17(2), (3), (4), (5) and (6). Reports of violation of this Article or the Tucson Code shall be forwarded in writing to the City Manager, who will consult with the President of the TPOA and initiate an immediate investigation into the allegations of violations.
6. Employees who are TPOA representatives shall not receive any City compensation other than reasonable expense allowances or reimbursements for performing their duties as authorized by Tucson Code Chapter 14 and pursuant to the terms and conditions of this Agreement.

### **ARTICLE 3** **RIGHTS OF REPRESENTATION**

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

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

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

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

Beginning fiscal year 2014, when the City's general fund unassigned fund balance as a percentage of revenues plus transfers-in is 95% of the average of Phoenix, Mesa, Tempe, Glendale and Scottsdale Arizona; the City shall determine the average mid-point wages of the police departments of the cities mentioned above, and recommend to Mayor and Council the approximate Tucson mid-point wage at 95% of the average of those cities as a basis for determining a wage schedule. Nothing in this section will limit the City's ability to recommend a wage increase outside of these parameters.

3. Employees have the right to join and remain members of the TPOA and to be free from any form of harassment, intimidation, coercion, threats of force or reprisal by the City, and all City management personnel with respect to the exercise of any rights under Tucson Code Chapter 14 and this Agreement.

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

1. The rights of the City, through its management officials, shall include, but not be limited to, the following:
  - A. The Chief of Police shall have full control of the police force of the city, as provided by City Charter, Chapter 10, Section 7.
  - B. to determine the purpose of each of its departments;
  - C. to exercise control and discretion over the organization and efficiency of operations of the City;
  - D. to set standards for services to be provided to the public;
  - E. to direct the employees of the City, including the right to assign work and overtime;
  - F. to hire, examine, classify, promote, train, transfer, assign, and schedule City employees;
  - G. to suspend, demote, discharge, or take other disciplinary action against employees for cause;
  - H. to increase, reduce, change, modify, or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds, or a material change in the duties or organization of a department;
  - I. 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;
  - J. to establish, modify, combine, or abolish job classifications;
  - K. to change or eliminate existing methods, equipment, or facilities.
2. Those inherent managerial functions, prerogatives, and policy-making rights which 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 in this agreement.
3. The exercise of management's rights does not preclude employees from consulting or conferring with management about the practical consequences of management decisions in the areas of wages, hours, fringe benefits, and working conditions, consistent with other articles of this Agreement. In the same spirit, management is not obligated to provide detailed explanations of every decision made in accordance with this Agreement.

## **ARTICLE 5** **TPOA RIGHTS**

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

Prior to posting, all materials shall be initiated by an authorized TPOA representative and the Chief of Police. All approved posting must contain the date of posting and the signature of the person posting. Violations of this Section as determined by the Chief of Police shall entitle the City to suspend the right to post for a period of up to thirty days. An electronic version of the TPOA Bulletin Board will be available through a link set up on the TPD Intranet site. Only items approved by the Chief for posting on the electronic site will be published.

2. Use of City or Department interoffice mail or e-mail systems by the TPOA will be strictly restricted to communication between TPOA representatives and City or Department employees on matters directly related to this Agreement, including official grievance matters. Exceptions must be approved in advance by the Chief of Police or his designee.
3. With prior approval of the Chief of Police, the President of the TPOA or his designee and two additional representatives shall be permitted to leave their duty assignments without loss of pay to represent the organization at scheduled public hearings of the Mayor and Council or Civil Service Commission in matters directly related to this Agreement. The President of the TPOA or the President's designee shall be allowed to leave their duty assignments to attend hearings and meetings of committees to which they are appointed by the City Manager or Chief of Police.

Subject to the approval of the Chief of Police, based on Department staffing needs, members of the Contract Negotiation Committee shall also be allowed to leave their duty assignments to attend meetings of the committee. A maximum of five representatives from City management and five representatives from the TPOA shall attend the negotiation meetings. Such meeting time will be treated by the City as excused leave without loss of pay; however, no overtime compensation for such meeting shall be permitted. Any exceptions must be approved in advance by the Chief of Police.

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

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

5. The Chief of Police will place the TPOA President on weekday shift assignments to facilitate the coordinating aspects of their position in relation to this Agreement. Such placement shall not exclude this employee from reasonable overtime and holiday work nor a return to the position held prior to such placement. This employee shall be permitted reasonable duty time to carry out their duties as an employee representative related to this Agreement but are expected to perform regular police assignments as an employee of the Police Department.
6. The City will designate the Chairman of the Grievance Committee as a full release status employee whose sole responsibility will be to fulfill the duties of their position in relation to this Agreement. The employee selected for release status shall not be in any probationary status. Such assignment shall not exclude this employee from law enforcement related overtime or holiday work (not related to representing Association members or conducting Association business, and as authorized by the Chief of Police) pay while assigned in this capacity. This employee will be returned to their normal rank assignment when they have completed their assignment as the Chairman of the Grievance Committee.
7. The TPOA shall be permitted twenty (20) grievance representatives, not including the Chairman of the TPOA Grievance Committee that will be allowed reasonable on duty time to attend scheduled annual training and to investigate and process grievances, which will not be considered TPOA days subject to reimbursement provided operation of the Police Department will not be unduly disrupted.

The Chairman of the TPOA Grievance Committee will be the primary contact with the Police Department administrative staff and will coordinate the activity of the TPOA grievance representatives. The TPOA will provide the Chief of Police a list of all TPOA grievance representatives and will keep the list

current. Failure to provide and keep the list of grievance representative members current will result in the suspension of all provisions of this Section of this Article until a current list is provided.

8. Where excused leave or duty time is permitted subject to the approval of the Chief of Police and pursuant to this Article, permission for its use shall not be unreasonably denied.
9. The City agrees to deduct TPOA membership dues from the salaries of all City employees who are TPOA members and to remit such dues biweekly to the TPOA less \$.02 per member per pay period for processing the deduction. Such deduction shall be made upon written authorization of each employee. The authorization shall remain in effect unless notice of its termination is given in writing as prescribed on the authorization card maintained by the Payroll Division of the City. The City shall not make dues deductions for any other public safety organization representing employees covered by this Agreement during its term. If an improper deduction is made, the TPOA shall refund any such amount directly to the employee.
10. The TPOA shall be permitted to present information concerning this Agreement and the organization to eligible new employees. This information may be presented during a regular class session prior to assignment to field training at a time when non-TPD trainees are not present. The date shall be scheduled with the academy staff who will monitor the presentation. Any new employee may leave prior to or during the presentation if they desire.
11. When an employee is involved in a major incident such as a shooting or serious accident and a notification/call is initiated per Tucson Police Department procedures, the TPOA President or designee shall also be notified.
12. The TPOA shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs incurred by the City as a result of or by reason of action taken or not taken by the City in compliance with the provisions of this Article.

**ARTICLE 6**  
**CONFERENCE BOARD MEETINGS**

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

**ARTICLE 7**  
**WORK INTERRUPTION**

1. It is understood and agreed that during the term of this Agreement, the TPOA and its members will not participate in the instigation, organization, leadership, or execution of any strike, work stoppage, slow-down, or other form of concerted work interruption, and further agree to assist, fulfill, and provide the continuing orderly execution of all police services. Any violation of this Article shall be a material breach of this Agreement, which may then be immediately terminated by the City upon written notice to the TPOA.
2. It is the intent of this Article that only the duties related to the mission and concept of the Police Department shall be performed by its employees. In the event of a strike or job action by other City employees, it is not the intent of the City to require Police employees to perform non-police duties.

## **ARTICLE 8** **NON-DISCRIMINATION**

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

## **ARTICLE 9** **EMPLOYEE RIGHTS**

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

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

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

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

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

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

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

### **4. CRIMINAL INVESTIGATIONS**

- A. An employee who is a subject of a criminal investigation shall be informed of the criminal nature of the investigation at the time of any interview or interrogation and will be provided with an opportunity to obtain legal counsel before any questioning about the case begins.
- B. An employee may contact a TPOA member representative for the purpose of arranging legal counsel and may accompany the employee until counsel arrives. Other than the attorney, no other TPOA representation will be permitted during any interview or interrogation.

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

## 5. ADMINISTRATIVE INVESTIGATIONS

- A. The Department will strive to complete the investigation of a non-criminal matter within 30 days of the initiation of the investigation. Requests for extension beyond 30 days must be in writing, e-mail or other electronic communication and include the reason(s) for the extension request. Only the Chief of Police or an Assistant Chief may authorize an extension which shall be copied to the TPOA Grievance Chairperson and become a permanent part of the investigative file.
- B. An employee shall be informed of the existence of all non-criminal investigations within 30 days of the initiation of the investigation except when, due to the nature of the investigation, such notice would compromise the investigation.
- C. An employee who is a subject of a non-criminal investigation shall be informed of the nature of any allegations at the time of any interview or interrogation and will be provided with an opportunity to contact a TPOA member representative before any questioning begins.
- D. An employee who is a subject of a non-criminal investigation has the right to have one TPOA member representative of their choice present during any interview or interrogation. Upon completion of the interview, the representative may ask clarifying questions and shall be bound by the same confidentiality restrictions as the person being questioned. Failure to follow these restrictions may result in the barring of representatives from subsequent interviews.
- E. Interviews of employees will be at a reasonable hour, preferably when the employee is on duty. Interviews will be completed within a reasonable time and shall be conducted in a professional manner using standard investigative and interviewing techniques. The employee shall be given reasonable breaks for personal necessities, meals, telephone calls, and rest periods upon request.
- F. Interviews may be recorded by the interviewer. In addition, an employee who is a subject of a non-criminal investigation may record the interview after giving notice. Equipment for recording shall be the responsibility of the requesting party.
- G. An employee (or a TPOA member representative on behalf of the employee) may review a copy of the investigation package once it has been returned from administrative review and a recommendation has been submitted by the chain of command. A case investigated by the chain-of-command may be reviewed after its completion and delivery with recommendation to Internal Affairs. The employee shall be given written notice of completion and availability of the package for review.

- H. Upon completion of an investigation of an employee the Department will, upon request of the employee, provide a basic summary of any discipline administered against any other law enforcement officer of similar rank and experience of the same or similar violation occurring within the previous two years.
  - I. Statutory provisions relating to investigations will be adhered to throughout the Department investigation.
6. ADMINISTRATIVE REVIEW
- A. Upon request of the employee(s) involved or a TPOA member representative on behalf of the employee(s), Internal Affairs will provide the review status of any completed investigation.
  - B. The reviewing chain-of-command will have 30 days to review completed investigative packages. Only the Chief of Police or an assistant chief may authorize an extension. The authorization must be in writing, e-mail or other electronic communication and shall be copied to the TPOA Grievance Chairperson and become a permanent part of the investigative file. The employee(s) involved shall be notified of the extension.
  - C. Upon completion of an administrative review, the employee shall be notified of the outcome of the investigation and review.

7. INVESTIGATIVE FILES

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

## 8. BOARDS OF INQUIRY

Employee(s) may be accompanied by one TPOA member representative at any hearing or interview by a Board of Inquiry where the findings or recommendations of the Board could result in disciplinary action against the employee(s). The representative may ask clarifying questions on behalf of the employee and may record the hearing.

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

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

## 9. DISCIPLINARY ACTION

- A. Disciplinary action shall not be taken in any single case that is both appealable to the Civil Service Commission and grievable under this article.
- B. An employee shall receive a written notice of intent to take disciplinary action which shall include the rule(s), procedure(s), directive(s), etc., upon which the action is based. The notice shall include advice of the employee's right to grievance or Civil Service appeal, whichever applies.
- C. Prior to the service of discipline the employee shall be given seven (7) calendar days to provide reason(s) why the discipline should not occur. The employee will submit their reason(s) via a departmental memorandum to the first level of recommendation through the chain of command, and will only be allowed one opportunity to present their reason(s). This option will not impact the right of the employee to grieve or appeal the discipline.
- D. Subject to the approval of the Chief of Police, permanent employees facing a disciplinary suspension not appealable to the Civil Service Commission may elect to work during the suspension period and forfeit annual leave and/or compensatory time for the number of days equal to the suspension, or to the extent of the employee's annual leave/compensatory time balance. Annual leave/compensatory time shall be forfeited in increments of one full day. Forfeited annual leave/compensatory time will not be considered time worked for purposes of overtime calculation. An employee who chooses this option shall waive the right to grieve the disciplinary action. The Chief of Police's decision to deny approval of this option is not a grievable matter. Forfeiture of annual leave and/or compensatory time shall not

alter the record of discipline in any manner, including the calculation of time of service.

- E. Employees facing a disciplinary suspension not appealable to the Civil Service Commission may elect to delay the suspension until such time as the employee has had the opportunity to complete the Grievance Process. Any employee that elects to delay the suspension agrees to abide by all Grievance Procedure time limits. For the purposes of this section the Grievance Process will end at the Chief of Police.

**ARTICLE 10**  
**TERMS & CONDITIONS OF AGREEMENT**

1. This Agreement shall become effective on July 1, 2011 (subject to the approval of the City and the TPOA) and shall remain in effect through June 30, 2014.
2. Notification of intent to renegotiate this Agreement by either party shall be in writing, not less than 90 days prior to the expiration of this Agreement.
3. The interpretation or intent of any provision of this Agreement cannot be modified without prior consent and approval by the City Manager or designee, as outlined in Article 6, conference board meetings.
4. Contract termination or expiration shall result in immediate cancellation of all provisions contained in this Agreement, except for the conditions and processes of re-negotiation, and all such provisions shall remain canceled until a new contract is ratified with the following exceptions:
  - A. If negotiations are underway, the terms and conditions of the contract shall automatically be extended for a period of 90 days or may, by mutual consent of the parties, be extended for a period not to exceed one year.
  - B. If an election process under Tucson Code Chapter 14 should occur during negotiations and necessitate any delay in negotiations, the terms and conditions of this contract will automatically be extended for a like period of time.
5. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing and shall contain a detailed statement of the changes desired and reasons for them. The first meeting for negotiating the amendment will be scheduled within a reasonable period of time not to exceed 30 days after mutual consent to reopen. No changes shall be considered other than those directly related to the subject of requested amendments and agreement shall be in writing, signed and adopted by both parties. Such agreement shall become effective upon adoption and will remain in effect until the amended Agreement expires.

## **ARTICLE 11** **SEVERABILITY**

1. If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder shall remain in full force and effect.
2. Should any change be made in any State Law, Civil Service Rule or Regulation, City Charter or Code provision, or by order of a court of competent jurisdiction, which would be applicable and contrary to any provision contained in this Agreement, then such provision shall be automatically terminated. The remainder of this Agreement shall remain in full force and effect in compliance with Tucson Code Chapter 14 adopted on March 8, 2011.
3. The City and the TPOA shall meet as soon as practical for the purpose of replacing any such terminated provision.

## **ARTICLE 12** **HOURS OF WORK**

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

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

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

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

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

## **ARTICLE 13** **OVERTIME**

1. For the purposes of this Agreement, overtime shall be defined as all hours worked in excess of 40 hours in a seven-day work period.
2. Paid leave time (including vacation, holidays, and sick leave) will be considered part of an employee's normal work period for the calculation of overtime.
3. Overtime shall be compensated at either 1.5 times the employee's regular rate of pay in cash or 1.5 hours of compensatory time for each hour worked, at the employee's option, subject to the following conditions:
  - A. At no time shall the employee's total accumulation of compensatory time exceed 200 hours. Should an employee have an accumulated balance of 200 hours, all additional overtime compensation shall be in cash.
  - B. The Chief of Police may revoke the right of any employee to receive compensatory time compensation for overtime, in which case overtime compensation shall be at 1.5 times the employees' regular rate of pay in cash.
  - C. Employees who request the use of compensatory time shall follow the procedure in Article 15 (LEAVES).
  - D. The City may at any time "cash-out" any portion of an employee's accumulated compensatory time at the employee's hourly rate at the time of payment. An employee will be provided written notice and given an opportunity to convert compensatory time to vacation leave (subject to the limits of Section 7 of this Article) prior to any cash-out.
4. Employees who are on a vacation or compensatory time leave period that was approved prior to receipt of a notice requiring judicial proceeding attendance, shall be considered on a day off and compensated for such attendance pursuant to Article 17, Sections 1 and 2, (JUDICIAL PROCEEDINGS) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 17.
5. Employees who are called out during a leave period that was previously approved, shall be considered on a day off and compensated for such call-out pursuant to Article 18 (CALL-OUT) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 18.
6. Employees shall be compensated for overtime when, due to a change in work schedule associated with a department-wide shift change, less than eight hours elapse between the end of one shift and the start of the next. Overtime shall be paid only for those hours that fall within eight hours of the former shift.

7. Employees may submit a written notice to the Police Department requesting conversion of accumulated compensatory time to vacation. Such requests shall not result in a vacation balance greater than 288 hours. Any use of vacation leave shall require use of converted compensatory time prior to use of accrued vacation leave.

## **ARTICLE 14**

### **HOLIDAYS**

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

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

2. An employee who is required to work on a holiday shall receive an extra day's compensation (eight or ten hours, corresponding to the employee's regular schedule) at their regular hourly rate.
3. When a holiday falls on an employee's regularly scheduled day off, the employee will be granted another day off during the same work week. If another day off cannot be granted, an extra day's compensation shall be paid. Operations Bureau patrol squad schedules will not be altered to prevent the payment of holiday compensation.
4. Extra compensation for holidays may be in cash or compensatory time at the preference of the employee, subject to the conditions of earning and use of compensatory time in Article 13 (OVERTIME).
5. An employee not required to work on a holiday may voluntarily work on a holiday with the prior approval of the employee's Division Commander.

## **ARTICLE 15** **LEAVES**

1. Employees requesting the use of vacation or holiday leave shall make a written request to their immediate supervisor. The employee's leave request shall be granted wherever possible.
2. Employees requesting the use of accumulated compensatory time shall make a written request to their immediate supervisor. The employee's leave request shall be granted provided operation of the Department will not be unduly disrupted.
3. If it is necessary to limit the number of employees of any rank on vacation or holiday leave at any time or period of time, then employees with greater consecutive seniority within that rank at the Police Department shall be given priority, if possible, in the selection of leave periods.
4. An employee's supervisor may grant emergency leave with pay upon the employee's request. Leave granted under this Section shall not exceed four hours.
5. When an employee's leave request must be denied due to staffing levels, the employee may request permission to trade shifts with any other fully qualified employee, subject to the approval of the commander(s) of both employees. When trading shifts, the City will incur no liability for overtime except for extended shifts.
6. Employees who are members of the National Guard or any branch of the Armed Forces may, with the approval of their supervisor, switch days off or use shift trades to accommodate weekend military duty.
7. Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, overtime eligible certified police officers shall be allowed up to forty (40) hours of bereavement leave in order to attend the funeral, with pay not to be deducted from sick leave or vacation leave, for the death of an immediate family member. Immediate family member is defined for this purpose as a spouse, domestic partner, mother, father, mother-in-law, father-in-law, stepparent, grandparents, child, adopted child(ren), stepchild, or child(ren) of a domestic partner, grandchildren, parent surrogate, brother or sister. With approval of the Chief of Police or the Chief's designee, three (3) working days of bereavement leave may be allowed for the death of the employee's grandparents-in-law or other household member.

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

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

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

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

10. Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, employees shall earn one (1) day of Personal Leave provided they do not use sick leave or Leave Without Pay (LWOP) for the time between the pay period of July 1<sup>st</sup> and October 31<sup>st</sup>, the pay period of November 1<sup>st</sup> and February 28<sup>th</sup>, and the pay period of March 1<sup>st</sup> and Jun 30. Employees may earn three (3) Personal Leave days. For purposes of this section Worker's Compensation (WC) shall not be considered as sick leave.

## **ARTICLE 16** **LIABILITY INSURANCE**

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

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

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

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

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

**ARTICLE 17**  
**JUDICIAL PROCEEDINGS**

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

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

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

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

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

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

**ARTICLE 18**  
**CALL-OUT**

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

**ARTICLE 19**  
**SHIFT DIFFERENTIAL PAY**

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

**ARTICLE 20**  
**CLOTHING AND EQUIPMENT**

1. The City shall furnish any item of clothing or equipment required of employees, including specialized equipment or clothing required for certain specialized assignments.
2. All employees covered by this Agreement who are assigned on a full-time basis to duty which requires that the employee wear a uniform shall receive an annual uniform maintenance allowance of \$420.
3. All employees covered by this Agreement who are assigned on a full-time basis to duty which requires the wearing of plain clothes shall receive an annual clothing maintenance allowance of \$620.
4. All employees covered by this agreement shall receive an annual equipment allowance of \$640.

This allowance shall be for the purpose of acquiring and maintaining equipment such as personal body armor, enhanced flashlight, secondary duty sidearm, auxiliary and off-duty weapons, and other specialized, non-issued safety equipment. The Department may restrict police use to specific makes and models. The acquisition of body armor is mandatory. All other items are discretionary based on the preference of the employee.

5. All clothing and equipment allowances shall be paid in two installments each year, one in December and one in June.
6. Employees on leave without pay for 30 days or longer, or employees working less than 40 hours per week, shall have these allowances prorated for actual time worked the previous year.
7. To facilitate the acquisition of equipment by new employees upon assignment to field training, each employee will receive an initial uniform and safety allowance prorated to the date of employment plus an advance of the next three scheduled regular installments. These employees will not receive an additional equipment, uniform, or clothing allowance for the next three scheduled regular installments. If for any reason, employment is terminated prior to the three advanced installments, the City may deduct from the final paycheck, the amount owed prorated at 30-day increments.

8. The City agrees to reimburse employees for the repair or replacement of comparable uniforms, clothing, and equipment items damaged, lost, or stolen in the performance of assigned duty without fault or negligence (other than normal wear and tear) in accordance with the following schedule of items and maximum amounts:

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

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

## **ARTICLE 21** **ASSIGNMENTS**

1. Subject to the approval of Mayor and Council in the annual compensation plan, a police officer or sergeant assigned by the Chief of Police to any assignment other than a uniformed patrol squad will receive five percent assignment pay while assigned to the position.
2. Subject to the approval of Mayor and Council in the annual compensation plan, a police officer or sergeant assigned by the Chief of Police to any of the following auxiliary assignments will receive five percent assignment pay while assigned to the position:  
  
Lead Police Officer (LPO)  
Field Training Officer (FTO)  
Field Training Sergeant (FTS)  
SWAT Team  
Downtown Walking Beat  
Bike Unit  
Hostage Negotiator  
Tracking Systems Coordinator
3. If an employee holds more than one position eligible for assignment pay, only one five percent adjustment will be made.
4. Subject to rules and procedures regarding use, security, and maintenance of police motorcycles, Solo Motor Officers who live within twenty miles of city limits (as described in City Administrative Directives) may use their assigned motorcycle for travel between their home and duty assignment.

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

**ARTICLE 22**  
**COMPENSATION SYSTEM & MEDICAL AND DENTAL BENEFITS**

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

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

1. The purpose of this Article is to provide 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.
2. Any employee or the TPOA with the written consent of its member(s) shall have the right to present a grievance arising out of any of the following:
  - A. interpretation, application, operation, or alleged violation of Administrative Directive, personnel policy, Department policy, etc.;
  - B. disciplinary action not appealable to the Civil Service Commission.
3. The following are not grievable pursuant to this Agreement:
  - A. actions appealable to or under the jurisdiction of the Civil Service Commission;
  - B. employee performance evaluations;
  - C. salary;
  - D. position classification;
  - E. affirmative action complaints;
  - F. management rights;
  - G. merit increase denials;
  - H. policies established by the Mayor and Council or State or Federal Law.
4. The Police Department's management labor representative is designated as the Department's grievance coordinator. The Office of Professional Standards is responsible for the maintenance of grievance records. The TPOA Grievance Committee Chairman is designated as the TPOA's grievance coordinator and will be the primary contact with the Department's coordinator on general grievance matters.
5. Normally, grievances will be considered by the chain-of-command in which the employee was assigned at the time of the alleged action which resulted in the complaint. Any question on the part of the employee, TPOA representative, or chain-of-command regarding proper reviewing authority due to assignment changes or other unusual circumstances, shall be resolved by the

Department's management labor representative prior to consideration of the grievance.

6. A grievance must be in writing, detailing the reason for the grievance and providing a proposed solution.
7. In a grievance of disciplinary action, the employee who is the subject of the discipline (or TPOA representative) is entitled to all documentation relied upon by the Department in determining the disciplinary action. The documents shall be provided at no cost to the employee and upon their disclosure the formal grievance process begins.

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

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

#### GRIEVANCE PROCEDURE

- A. The first step in the grievance process is an attempt to informally resolve the grievance between the employee(s) involved and the immediate supervisor. The employee (or the employee's TPOA representative) initiates the grievance by verbally informing the immediate supervisor of the complaint. If the complaint cannot be informally resolved or if the employee prefers to begin by filing a formal grievance, the grievance form is completed and the grievance proceeds to the formal grievance process.
- B. The formal grievance process begins with the delivery of the written grievance to the reviewing Section Head (normally a lieutenant) within 30 days of the action or within 30 days of the service of disciplinary action. In disciplinary actions, the service date will be clearly and correctly indicated on the Personnel Action Review Form (PARF) documenting the discipline.
- C. The employee (or the employee's TPOA representative) may request a meeting with the reviewing Section Head. The reviewing Section Head will consider the employee's written and, if applicable, verbal input. Within seven days of the meeting or receipt of the grievance, whichever is later, the reviewing Section Head shall recommend a disposition in writing and return the written grievance to the employee or the employee's TPOA representative.
- D. Within seven days, the employee (or the employee's TPOA representative) shall indicate agreement or disagreement with the Section Head's recommended disposition and deliver the written grievance to the reviewing Division Commander. The employee (or the employee's TPOA representative) may request a meeting with the reviewing Division Commander who may concur with the reviewing Section Head or make his/her own disposition recommendation. The Division Commander shall provide a written decision to the employee

(or the submitting employee's TPOA representative) within seven days of the meeting or receipt of the grievance, whichever is later, unless the time limits have been waived by the TPOA.

- E.: Within seven days, the employee (or the employee's TPOA representative) shall indicate agreement or disagreement with the Division Commander's recommended disposition and deliver the written grievance to the reviewing Assistant Chief. The employee (or the employee's TPOA representative) may request a meeting with the reviewing Assistant Chief who may concur with the reviewing Division Commander or propose his/her own disposition for the grievance. The Assistant Chief shall provide a written decision to the employee (or the submitting employee's TPOA representative) within seven days of the meeting or receipt of the grievance, whichever is later.
- F.: If the employee (or employee's TPOA representative on behalf of the employee) is satisfied with the Assistant Chief's proposed disposition, the employee (or employee's TPOA representative on behalf of the employee) shall indicate agreement in writing and return the grievance to the Assistant Chief within seven days of receipt of the Assistant Chief's decision. TPOA will deliver the written grievance package to the Office of Professional Standards for action and filing with the original case file.
- G.: If the employee (or the employee's TPOA representative) disagrees with the disposition offered by the reviewing Assistant Chief, the disagreement will be indicated in writing and the grievance presented to the Chief of Police within seven days of receipt of the Assistant Chief's decision. The employee (or the employee's TPOA representative) may request a meeting with the Chief who may concur with the Assistant Chief or propose his/her own disposition for the grievance. The Chief shall provide a written decision to the employee (or the employee's TPOA representative) within seven days of the meeting or receipt of the grievance, whichever is later.
- H.: The TPOA may accept the decision of the Chief or request further review by the City Manager. The decision of the TPOA will be indicated in writing and the entire grievance package delivered to the Office of Professional Standards within seven days of receipt of the Chief's decision, for filing or delivery to the City Manager, as indicated.
- I.: Within 30 days of receiving the grievance, the City Manager will provide a written decision on the grievance to the employee or the employee's TPOA representative.
- J.: With the exception of the initial notification requirement of Paragraph "B" of this Section, any of the time limits of this Article may be waived unless either party notifies the other in writing that the time limits are invoked. If time limits are invoked, they will be in effect for all of the remaining steps of the grievance process.

Failure of the City to process the grievance within the time limits will result in automatic processing to the next step of the procedure. Failure of the TPOA to process the grievance within the time limits will result in settlement of the grievance upon the last decision.

## 8. ARBITRATION PROCEDURE

- A. Only suspensions which are not appealable to the Civil Service Commission will be subject to this arbitration procedure. It is understood that discipline in routine employment matters requires a prompt response unencumbered by expensive and lengthy process. It is the intent of this Agreement that this procedure be used only when the TPOA finds that exceedingly unusual circumstances exist.
- B. If an employee exercises the option of utilizing Article 9, Section 9-E of this Agreement, this section shall not apply. If the TPOA disagrees with the decision of the City Manager, the TPOA (on behalf of its member) may take suspensions of 80 hours or less and not appealable to the Civil Service Commission, to binding arbitration. A written request for arbitration must be submitted to the City Manager within 14 days of receipt of the City Manager's decision.
- C. If the City Manager and President of the TPOA cannot agree on a neutral arbitrator within 10 days, a list of five possible arbitrators shall be requested from the American Arbitration Association or Federal Mediation and Conciliation Service. The arbitrator will be selected within seven days of receipt of the list. The selection will be made by alternate strikes, with a coin toss determining who shall receive the first strike. The remaining person shall be selected as arbitrator.
- D. All fees and expenses of the arbitrator shall be divided equally between the City and the TPOA.
- E. The arbitrator may request information directly related to the matter at hand.
- F. The decision of the arbitrator shall be binding upon the City, the City Manager, the Police Department, the TPOA, and the employee(s) involved.

**ARTICLE 24**  
**FUNERAL EXPENSES**

1. Effective June 1, 2008, the City shall provide a special death benefit in the amount of \$25,000 to the survivor(s) of any employee covered by this Agreement who is killed while directly performing duties as a peace officer for the City. For purposes of this Agreement, "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 and the TPOA that such monies be used to assist in the payment of the employee's funeral expenses.
3. Employee's surviving spouse and eligible dependents will be allowed to continue to fully participate in the City of Tucson medical and dental insurance programs.

## **ARTICLE 25** **ALLOWANCES**

1. Training courses required by the City for eligibility for promotional examinations for Detective, Sergeant, and Lieutenant, (or internal special assignment) shall be attended on duty time as long as the operation of the Department is not unduly disrupted and shall be provided by the City at no cost to the employee.
2. Study materials required by the Department for promotion to the above classifications or special assignments shall be provided by the City at no cost to the employee. Employees will be reimbursed upon their completion of the promotional process.
3. Any training with equipment or techniques authorized by the Department shall be done on duty time as long as the operation of the Department is not unduly disrupted.
4. An employee who is enrolled in class(es) at a regionally accredited college or university that are job related or required for a degree, shall be reimbursed for actual tuition at the maximum rate of \$125 per unit of credit.
5. Subject to approval of Mayor and Council in the annual compensation plan, employees who refer a police officer applicant who is hired within one year of the referral shall receive two hundred dollars (\$200.00)
6. Second Language Pay. Subject to approval of Mayor and Council in the annual compensation plan, employees who use a language other than English at a conversational level, as verified by the Director of Human Resources or designee, a minimum of five (5) percent of the work week, shall receive thirty (\$30.00) per pay period. Employees are eligible for only one second-language pay award.
7. Certified Bilingual Commissioned Officers. Subject to approval of Mayor and Council in the annual compensation plan, the Department commits to a specialized law enforcement program to certify bi-lingual officers who can demonstrate fluency in speaking, comprehension and reading of Spanish or fluency of signing and comprehension of American Sign Language at a speed and technical level necessary to accomplish all critical aspects of a commissioned law enforcement officer's duties in that second language. Certified bilingual officers, who use the language for which they are certified a minimum of five percent (5%) per work week, will receive \$85.00 per pay period. Certified bilingual officers are not eligible for second-language pay under Article 25, Section 6, above.
8. Subject to approval of Mayor and Council in the annual compensation plan, employees with fifteen (15) or more years of service in the pay period in which July 1 of the year of their request for sick leave payment falls, who have four hundred eighty (480) hours of sick leave on the first day of the pay period in which April 1 falls, shall, on request, be paid for the unused portion of the first fifty-six (56) hours of their annual sick leave, plus an additional forty-eight (48)

hours of their accrued sick leave, or any part of those combined hours as set forth in the employee's request, not to exceed a maximum total of one hundred four (104) hours per year in approximately equal installments commencing in the pay period in which July 1 falls through the end of that fiscal year.

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

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

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

Year(s) of prior active duty military service or prior commissioned police service from other jurisdictions shall be included in calculating the years of qualifying service applicable to any payments made under the preceding paragraphs of this section.

## **ARTICLE 26** **PARKING**

1. Employees who operate City vehicles shall be provided parking while on duty and in the performance of their duties at no cost. While on official police business, employees may park City cars at the Police Headquarters Building, El Presidio Garage, or the Public Works Building.
2. Employees who are called to testify in Superior or City Court or conduct official police business, whether on or off-duty, shall be provided parking at no cost. Superior Court parking shall be provided at the El Presidio Garage. City Court parking shall be provided as specified in current Police Department directives within reasonable proximity to the Court Building.
3. Parking entry tickets for the El Presidio Garage shall be validated by following current City procedures.
4. If parking facilities previously described are full, the employee may use any public parking facility. Upon presentation of a receipt for such expense, the employee shall be reimbursed.
5. On those occasions where an employee must incur other out-of-pocket parking expenses (such as parking meters when a public lot or garage is unavailable) the employee shall submit a request to a supervisor for reimbursement.
6. As long as the sublease agreement dated April 1, 2002, between Rio Nuevo Multipurpose Facilities District and the City of Tucson continues to allow the City unrestricted use of the parking lot; when parking spaces are available, employees shall be allowed to park free of charge at the Tucson Convention Center. This parking shall be restricted to employees who are working at or attending an official police function as determined by the Chief of Police at Police Headquarters, the Convention Center, or the office of the Pima County Attorney.

ACKNOWLEDGED AND DATED June 22, 2011

CITY OF TUCSON

Michael Letcher

City Manager

City  
Clerk:

ATTEST:

Kelly Gottschalk

Chief Financial Officer

Contract Committee

Curry C. Hale

Chief Negotiator

Contract Committee

Sharon Allen

Deputy Chief of Police

Contract Committee

John Leavitt

Assistant Chief of Police

Contract Committee

Brett Klein

Assistant Chief of Police

Contract Committee

Ashley Hendrix

Note-Taker

Contract Committee

TUCSON POLICE OFFICERS ASSOCIATION

John Strader

President/Contract Committee

Corey Doggett

Grievance Chairman/Contract Committee

William Bonanno

Contract Committee

David Contreras

Contract Committee

Mike Gurr

Contract Committee

Colin King

Contract Committee

ATTEST:

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Roger Randolph  
City Clerk

APPROVED AS TO FORM:

  
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