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6 *Attorneys for Plaintiff*

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 BARRY GOLDWATER INSTITUTE FOR  
PUBLIC POLICY RESEARCH,

10 Plaintiff,

11 vs.

12 CITY OF PHOENIX, a municipal  
corporation; JEFF BARTON, in his official  
13 capacity as City Manager for the City of  
Phoenix; DENISE ARCHIBALD, in her  
14 official capacity as City Clerk for the City of  
Phoenix; and SHEREE RUCKER, in her  
15 official capacity as Human Resources  
Officer, Custodian of Records for the City of  
16 Phoenix,

17 Defendants,

Case No. CV2023-003250

**VERIFIED COMPLAINT FOR  
STATUTORY SPECIAL ACTION  
AND INJUNCTIVE RELIEF**

**and**

**APPLICATION FOR ORDER TO  
SHOW CAUSE**

18  
19  
20 **INTRODUCTION**

21 1. Public access to information about the operations of government is essential  
22 to a free society and necessary so that citizens can hold government officials accountable.

23 *Phoenix Newspapers, Inc. v. Keegan*, 201 Ariz. 344, 351 ¶ 33 (App. 2001). When the  
24 government and its officials engage in the public's business and spend the public's  
25 money, the public has a right to records regarding those activities. A.R.S. § 39-121.01.

26 2. This action is about the City of Phoenix ("City") withholding records about  
27 publicly funded proposals and discussions between the City and a government labor union  
28 regarding the provision of police services in the City. Plaintiff seeks to stop the City and

1 its named officials from continuing to deny Plaintiff access to these public records under  
2 Arizona Public Records Law (A.R.S. Title 39).

3 **PARTIES, JURISDICTION, AND VENUE**

4 3. Plaintiff Barry Goldwater Institute for Public Policy Research (“Goldwater  
5 Institute” or the “Institute”) is a nonprofit research, public policy, and public interest  
6 litigation center in Phoenix, Arizona.

7 4. Defendant City of Phoenix is a municipal corporation organized under the  
8 laws of the State of Arizona. Defendant City of Phoenix is a “public body” within the  
9 meaning of A.R.S. § 39-121.01(A)(2).

10 5. Defendant Jeff Barton is the City Manager for the City of Phoenix and is  
11 charged with “the proper administration of all affairs of the City.” Phoenix City Charter  
12 Ch. III § 2(A). He is sued in his official capacity only. Defendant Barton is an “officer”  
13 within the meaning of A.R.S. § 39-121.01(A)(1).

14 6. Defendant Denise Archibald is the City Clerk for the City of Phoenix and is  
15 charged with responding to public records requests. She is sued in her official capacity  
16 only.

17 7. Defendant Sheree Rucker is a Human Resources Officer for the City of  
18 Phoenix and is a designated custodian of City records. She is sued in her official capacity  
19 only.

20 8. Jurisdiction over this action and its claims is provided by A.R.S. §§ 39-  
21 121.02 and 12-123, and Rule 4, Ariz. R. P. for Spec. Actions.

22 9. Venue is proper pursuant to A.R.S. § 12-401 and Rule 4(b), Ariz. R. P. for  
23 Spec. Actions.

24 **FACTS**

25 10. The meet and confer process between the City of Phoenix and various labor  
26 unions is designed to produce memoranda of understanding (“MOU”) that outline the  
27 terms and conditions of employment for City employees and become binding upon final  
28

1 ratification by the City Council. Phoenix City Code §§ 2-210(11)–(12); 2-215; 2-218(F)–  
2 (G).

3 11. The Phoenix Law Enforcement Association (“PLEA”) is the authorized  
4 meet and confer representative for Phoenix police officers below the rank of Sergeant.

5 12. As an authorized labor representative, the City must periodically negotiate  
6 the terms of an MOU with PLEA.

7 13. Memoranda of understanding between the City and PLEA include crucial  
8 issues of public importance, including how police services will be provided and funded  
9 within the City.

10 14. The MOU between the City and PLEA also outline terms of compensation  
11 and other conditions of employment that are funded by taxpayers.

12 15. When the City negotiates an MOU with PLEA, City personnel conducting  
13 the negotiations on behalf of the City are paid government salaries funded by taxpayers.

14 16. When the City engages in meet and confer negotiations with PLEA, the City  
15 is acting on behalf of Phoenix residents.

16 17. When the City engages in meet and confer negotiations with PLEA, the City  
17 negotiates on behalf of Phoenix residents.

18 18. When the City negotiates an MOU with PLEA, PLEA representatives  
19 conducting the negotiations on behalf of PLEA are paid government salaries funded by  
20 taxpayers.

21 19. Phoenix City Code Section 2-218(B) requires public-sector unions to  
22 “submit their proposed memorandum of understanding in writing to the City ... and [to]  
23 file a copy thereof with the City Clerk as a public record” on or before December 1 in any  
24 year in which meet and confer bargaining begins.

25 20. Under City Code, the City must then provide a union an opportunity to  
26 make a presentation regarding the union’s proposal at a City Council meeting conducted  
27 on or before December 8. *Id.* § 2-218(C).

28

1           21. At the subsequent City Council meeting following the union’s presentation  
2 of its draft MOU, the City Council is required to “provide on its agenda an opportunity for  
3 public comment on the proposals of the authorized employee organization.” *Id.* § 2-  
4 218(D).

5           22. The City must submit and file a written response to the proposals on or  
6 before January 5. *Id.* § 2-218(E).

7           23. If a final agreement is not reached by March 1, Section 2-219 of the City  
8 Code outlines various procedures to resolve any impasses.

9           24. In 2020, PLEA submitted a draft memorandum of understanding (“MOU”)  
10 for July 2021–July 2023 pursuant to City law. Exhibit 1 is an accurate copy of PLEA’s  
11 draft MOU for 2021–2023.

12           25. The MOU currently in effect between the City and PLEA provides that it  
13 “shall remain in full force and effect beginning with the first regular pay period  
14 commencing in July 2021, up to the beginning of the first regular pay period commencing  
15 in July 2023.” 2021–2023 MOU § 6-6(A). Exhibit 2 is an accurate copy of the ratified  
16 2021–2023 MOU.

17           26. With the current MOU expiring in 2023, the City and PLEA were  
18 authorized to begin negotiating another MOU in 2022.

19           27. Before December 1, 2022, however, PLEA refused to submit a draft MOU  
20 for the upcoming period beginning July 2023. Instead, it merely submitted a letter to the  
21 City expressing an “intent to engage in wage and benefit negotiations beginning January  
22 of 2023.” Exhibit 3 is an accurate copy of PLEA’s Letter of Intent to Negotiate.

23           28. PLEA did not make a presentation regarding any proposal at the City  
24 Council’s December 7, 2022 meeting. At that meeting, Phoenix Mayor Kate Gallego said  
25 that “on December 14th, the public will have the opportunity to comment on the proposals  
26 from labor organizations.” It appears Agenda Item # 20 containing the letter of intent to  
27  
28

1 negotiate, was accepted unanimously by the City Council, 8–0. Exhibit 4 is an accurate  
2 copy of the Results from the December 7 meeting.<sup>1</sup>

3 29. On December 14, 2022, the City met and purported to take public comment  
4 on PLEA’s non-existent proposals. Several speakers objected to the lack of transparency  
5 and the inability to provide meaningful public comment without seeing the union’s  
6 proposals.<sup>2</sup>

7 30. In response to a question from Councilmember Carlos Garcia, Assistant  
8 City Manager Lori Bays admitted that Section 2-218 of the City Code required that PLEA  
9 submit a proposed MOU by no later than December 1, 2022, and acknowledged that  
10 because the unions chose to submit letters of intent to negotiate rather than the required  
11 draft MOUs, “we do not have any MOUs to share with the public today to comment on.”  
12 She elaborated, “The intent of the City Code is for each of the groups to present their  
13 MOU at this point in the process today. However, they have elected not to do so.”

14 31. Councilmember Laura Pastor subsequently observed that “obviously, people  
15 are providing ‘public comment,’ but they can’t provide public comment [be]cause an  
16 MOU has not been submitted,” and then inquired about the timeline for unions to submit a  
17 proposed MOU “so that there could be public comment.”

18 32. Ms. Bays responded, “[T]hat actually should have happened last week. The  
19 groups chose not to submit actual MOUs and instead submitted those letters of intent. We  
20 will not actually have a draft MOU to present to the Council until much later in the  
21 process—April or May timeframe, depending on when negotiations conclude at the table,  
22 to bring those contracts forward for your consideration.” She went on to explain that the  
23 public would have an opportunity to comment only on the final MOU when presented to  
24 the Council, and possibly once prior to that point if an impasse were to occur that would  
25 have to be resolved in a public meeting.

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26 <sup>1</sup> As of the drafting of this complaint, the City has not finalized or published formal  
27 meeting minutes from the December 7 or December 14 City Council meetings. As  
28 indicated on the Results form, Ex.4, the minutes will supersede the Results form once  
finalized and approved.

<sup>2</sup> See <https://www.youtube.com/watch?v=9VCAwm6HvZY>.

1           33.     On January 3, 2023, the City’s Assistant Human Resources Director for  
2 Labor Relations, Jason Perkiser, sent a letter to PLEA President Darrell Kriplean  
3 acknowledging receipt of the union’s letter of intent to negotiate. Exhibit 5 is an accurate  
4 copy of the January 3 letter. Mr. Perkiser wrote,

5                   Although your letter does not fulfill the Union’s obligation under the Meet  
6 and Confer Ordinance, this letter serves as the City of Phoenix’s response in  
7 compliance with City Code § 2-218(E). The expectation is that PLEA will  
8 fully comply with the Phoenix City Code in all future negotiations.

9                   The City is looking forward to working cooperatively with you during the  
10 upcoming negotiation process.

11           34.     On information and belief, meet and confer negotiations began some time  
12 shortly after the January 3 letter was sent.

13           35.     Because PLEA refused to provide a draft MOU, and because the City did  
14 not require PLEA to provide a draft MOU, the public was deprived of the opportunity to  
15 see any draft MOU or MOU proposal, or to comment on any draft or proposal before the  
16 commencement of meet and confer negotiations between the City and PLEA.

17           36.     On December 19, 2022, the Goldwater Institute sent a public records request  
18 to the Phoenix City Clerk requesting copies of: [1] “[a]ll draft Memoranda of  
19 Understanding (‘MOUs’)” between the City and PLEA contemplated for the fiscal year(s)  
20 beginning July 1, 2023; [2] “[a]ll proposals for MOUs currently being negotiated—or set  
21 to be negotiated per City Code Section 2-218” between those parties for the same time  
22 period, and [3] “[a]ny communications to or from City officials regarding PLEA’s failure  
23 to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.” Exhibit 6 is an  
24 accurate copy of the December 19 request.

25           37.     On January 5, 2023, the City’s Public Records Specialist, Jonathon Neitzel,  
26 produced a single document responsive to the third request—the January 3 letter. *See Ex.*  
27 *5.*

28           38.     Mr. Neitzel also asserted:

                  For items 1 and 2, any working drafts of MOUs and any proposals submitted  
                  during negotiations are not disclosable until filed with the City Clerk’s office.  
                  Until filing, these documents are intended as working material to establish a

1 mutually agreed upon product between the bargaining unit and the City: the  
2 final MOU that is available after filing with the City Clerk's office.

3 Exhibit 7 is an accurate copy of Mr. Neitzel's email response.

4 39. Later that day, the Institute replied, pointing out that no specific exception to  
5 Arizona's Public Records Law had been asserted by the City and that it was the City's  
6 burden to establish an exception. The Institute requested clarification as to which legally  
7 recognized exception to disclosure the City claimed for the records in question, as well as  
8 an index of the withheld records and the reasons for withholding, pursuant to A.R.S. § 39-  
9 121.01(D)(2). Exhibit 8 is an accurate copy of the Institute's January 5 email reply.

10 40. On January 13, 2023, the City sent the Institute a "Certificate of No Record"  
11 covering the first two requests. Mr. Neitzel said that "the negotiations process is still in its  
12 initial stages and we don't have any drafts of MOUs or proposals on file to give at this  
13 moment in time." Exhibit 9 is an accurate copy of Mr. Neitzel's January 13 email and the  
14 certificate.

15 41. On January 17, 2023, Mr. Neitzel clarified that "no drafts of the MOU or  
16 proposals exist as of the date of the certificate." Exhibit 10 is an accurate copy of Mr.  
17 Neitzel's January 17 email.

18 42. On January 20, 2023, the Institute submitted a renewed request for the same  
19 materials it had requested on December 19, 2022. Exhibit 11 is an accurate copy of the  
20 Institute's renewed request.

21 43. On February 3, 2023, Mr. Neitzel informed the Institute that the City denied  
22 the public records requests for draft MOUs and MOU proposals for the following reason:

23 The City does not produce proposals exchanged during table discussions  
24 when processing public records requests for materials related to negotiations  
25 under the City's Meet and Confer or Meet and Discuss Ordinances. Releasing  
26 those types of materials could create a chilling effect on the parties'  
27 willingness to candidly engage with each other and it would hinder the  
28 negotiations process.

29 Exhibit 12 is an accurate copy of Mr. Neitzel's February 3 email.

30 44. On February 8, 2023, the Institute sent a letter to Phoenix City Attorney  
31 Julie Kriegh demanding production of the records, noting that the City had not asserted a

1 legally recognized exception to the public records law, and requesting a response within  
2 one week. Exhibit 13 is an accurate copy of the Institute’s February 8 demand letter.

3 45. On February 17, 2023, Ms. Kriegh informed the Institute that she would be  
4 meeting with the City Council in executive session on Tuesday, February 21, 2023, and  
5 that she would provide a response to our demand letter by close of business on  
6 Wednesday, February 22, 2023. Exhibit 14 is an accurate copy of Ms. Kriegh’s February  
7 17 email.

8 46. After no response was received, the Institute reached out again on Thursday,  
9 February 23, 2023. Exhibit 15 is an accurate copy of the Institute’s February 23 email.

10 47. Ms. Kreigh replied via email later that day and attached a letter to her reply.  
11 Exhibit 16 is an accurate copy of Ms. Kriegh’s email and letter. In her letter, she  
12 acknowledged receipt of the Institute’s February 8 letter discussing our requests. She then  
13 stated:

14 When you submitted your initial request, the City did not have any responsive  
15 documents to Request No. 1. As of this date, the City still has no documents  
16 responsive to this request. Once a draft MOU between the City of Phoenix  
and PLEA is finalized, it will be released to the public for review and  
comment pursuant to the requirements of the City Code.

17 When you submitted your initial request, the City did not have any responsive  
18 documents to Request No. 2. As of this date, the City does have documents  
19 that are responsive to this request. However, the City is withholding all such  
responsive documents during negotiations.

20 *Id.* After reciting the legally recognized exceptions to disclosure under Arizona law, she  
21 asserted, “The City is withholding documents responsive to Request No. 2 because  
22 disclosure of proposals exchanged during table discussions with any bargaining unit under  
23 the City’s Meet and Confer Ordinance while those negotiations are ongoing would harm  
24 the best interest of the City.” *Id.* She then quoted *Carlson v. Pima County*, 141 Ariz. 487,  
25 491, 687 P.2d 1242, 1246 (1984) (citing *Mathews v. Pyle*, 75 Ariz. 76, 78–79, 251 P.2d  
26 893, 895 (1952)):

27 While access and disclosure is the strong policy of the law, the law also  
28 recognizes that an unlimited right of inspection might lead to substantial and  
irreparable private or public harm; thus, where the countervailing interests of

1 confidentiality, privacy or the best interests of the state should be  
2 appropriately invoked to prevent inspection, we hold that the officer or  
3 custodian may refuse inspection.

4 Ex. 16. Ms. Kriegh then claimed:

5 Releasing these types of materials would create a chilling effect on the parties'  
6 willingness to candidly engage with each other and would hinder the  
7 negotiations process. While negotiations are proceeding, the City does all it  
8 can to ensure the confidentiality of what happens at the bargaining meetings,  
9 including entering into confidentiality agreements with each bargaining unit.  
10 While the negotiations are proceeding, the City believes that the best interests  
11 of the City protect it from disclosing any draft proposals discussed at the  
12 bargaining table.

13 *Id.* Lastly, she cited additional caselaw:

14 A public body may designate a record as confidential when releasing the  
15 record “would have an important and harmful effect on the duties of the  
16 officials or agency in question” detrimental to the best interests of the state.  
17 *Ariz. Bd. of Regents v. Phoenix Newspapers Inc.*, 167 Ariz. 254, 257-58, 806  
18 P.2d 348, 351-52 (1991). A balancing act of countervailing interests is  
19 appropriate in weighing the possible adverse impact of disclosure against the  
20 public’s right to inspection. *Id.*

21 Ex. 16. One additional document relating to the Institute’s third request was also  
22 produced, though it was already publicly available. *Id.*

23 48. Thus, the City has responsive records to the Institute’s Request Number 2  
24 for, “[a]ll proposals for MOUs currently being negotiated—or set to be negotiated per  
25 City Cide Section 2-218” for the next fiscal year (“MOU proposals”). *Id.*

26 49. Yet, the City claims records of the MOU proposals are exempt from  
27 disclosure.

28 50. Also, in response to Request Number 1, the City indicated that, while it did  
not have “draft Memoranda of Understanding (“MOUs”) between the City ... and PLEA”  
in its possession as of February 23, 2023, such drafts would only be released by the City  
once the agreement is “finalized.” *Id.*

51. Thus, the City appears to contend that records of MOU drafts responsive to  
Request Number 1, once created, would also be exempt from disclosure prior to  
“finaliz[ation].”



1           59. Publicly funded activities are “not meant to be clothed in secrecy, but to  
2 be subject to open discussion and debate.” *Moorehead v. Arnold*, 130 Ariz. 503, 505  
3 (App. 1981).

4           60. Records of MOU proposals and draft MOUs between the City and PLEA  
5 are public records within the meaning of A.R.S. § 39-121.01.

6           61. Consequently, records of MOU proposals and draft MOUs between the City  
7 and PLEA are “required to be kept ... [and] are presumed open to the public.” *Carlson*,  
8 141 Ariz. at 491.

9           62. Arizona’s Public Records Law “evinces a clear policy favoring  
10 disclosure.” *Id.* at 490.

11           63. Unless a specific statutory exemption applies, the City must disclose public  
12 records, including records of MOU proposals and draft MOUs between the City and  
13 PLEA. *Id.* at 490.

14           64. The City did not initially state a public records exemption in response to the  
15 Institute’s records request.

16           65. The City eventually asserted that responsive records pertaining to draft  
17 MOU proposals are being withheld under the “best interests of the state” exception.

18           66. The “best interests of the *state*” exception has been applied in records  
19 disputes involving *cities*; nevertheless, “[d]iscretionary refusal to disclose based on the  
20 best interests of the state is subject to judicial scrutiny.” *Hodai v. City of Tucson*, 239  
21 Ariz. 34, 38 ¶ 7 (App. 2016) (citing *Carlson*, 141 Ariz. at 491).

22           67. “Th[e] ‘best interests of the state’ standard is not confined to the narrow  
23 interest of either the official who holds the records or the agency he or she serves. It  
24 includes the overall interests of the government and the people.” *Id.*, at 38 ¶ 7 (quoting  
25 *Phoenix Newspapers*, 201 Ariz. at 348–49 ¶ 18).

26           68. “The government has the burden of specifically demonstrating how  
27 production of documents would be detrimental to the best interests of the state.” *Id.*, at 38  
28 ¶ 7 (citing *Cox Ariz. Publ’ns, Inc. v. Collins*, 175 Ariz. 11, 14 (1993)).

1           69.     Once it is established that the documents at issue are public records, “the  
2 court determines whether the government’s proffered explanation of public harm  
3 outweighs the policy in favor of disclosure.” *Id.* at 39 ¶ 8 (citing *Carlson*, 141 Ariz. at  
4 491; *Judicial Watch, Inc. v. City of Phoenix*, 228 Ariz. 393, 396 ¶ 10, 397 ¶¶ 17–18 (App.  
5 2011)).

6           70.     Where the interest in complete disclosure of public records competes with  
7 another interest, “a practical alternative to the complete denial of access would be deleting  
8 specific ... information.” *Carlson*, 141 Ariz. at 491.

9           71.     A court’s *in camera* inspection of the records is appropriate for that purpose.  
10 *Id.* The public officer is given authority in the first instance to deny the right of access to  
11 public records that are privileged or confidential or detrimental to the state’s interests, but  
12 “under no circumstances should his determination be final. It rests within the jurisdiction  
13 of the courts of the state to determine these questions.” *Mathews*, 75 Ariz. at 81.

14           72.     The public has a significant interest in how police services are provided and  
15 funded within the City.

16           73.     Records of MOU proposals and draft MOUs between the City and PLEA  
17 provide information about crucial official activities funded by City taxpayers.

18           74.     There is no countervailing state interest that overcomes and outweighs the  
19 presumption of disclosure for the requested records.

20           75.     Countervailing interests must be considered on a case-by-case basis, not  
21 only for each request but for each individual record. *Bolm v. Custodian of Records of*  
22 *Tucson Police Dep’t*, 193 Ariz. 35, 40 ¶ 13 (App. 1998).

23           76.     The government has the burden to “specifically demonstrate” how a  
24 competing interest overcomes the presumption of disclosure. *Phoenix News., Inc. v. Ellis*,  
25 215 Ariz. 268, 273 ¶ 22 (App. 2007) (quotation omitted). The probability of “specific,  
26 material harm” must be shown. *Mitchell v. Superior Court*, 142 Ariz. 332, 335 (1984).  
27 “[G]eneralized claims of broad state interest” are insufficient, and the Arizona Supreme  
28

1 Court has rejected using a blanket rule exempting categories of documents from  
2 disclosure. *Cox Ariz. Publ'ns*, 175 Ariz. 11, 13–14.

3 77. The documents at issue in this matter are public records, and the  
4 public is entitled to open access to them. The City must fulfill this request by  
5 releasing all responsive records.

6 78. Through its Meet and Confer Ordinance, the City has already articulated  
7 that the best interests of the “state,” which includes the interests of both the City and the  
8 public, demand public access to draft MOUs and MOU proposals prior to the  
9 commencement of meet and confer negotiations. Phoenix City Code § 2-218.  
10 Furthermore, by violating and disregarding its own ordinances and processes for public  
11 dissemination of information regarding the meet and confer process, the City has waived  
12 any claim that purported ongoing negotiations should remain confidential.

13 79. No competing governmental interest warrants denying Plaintiff’s records  
14 request. The City established a public process for entering MOUs with public-sector  
15 unions. Having disregarded this process, the City cannot belatedly claim that it now has an  
16 interest in keeping its communications with PLEA confidential that over-rides the strong  
17 presumption of public disclosure, the objective of the statutory mandates for open access  
18 to public records, and the expressed interests of the public articulated in City Code.

19 80. Clothing the meet and confer process in secrecy by withholding MOU  
20 proposals from the public is not in the best interests of the “state.”

21 81. For these reasons, the City has violated Arizona’s Public Records Law and  
22 the Goldwater Institute’s rights to access to these public records.

23 **DECLARATORY RELIEF ALLEGATIONS**

24 82. Plaintiff incorporates the allegations in the preceding paragraphs 1–81.

25 83. An actual and substantial controversy exists between Plaintiff and  
26 Defendants as to their respective legal rights and duties. *See* A.R.S. § 12-1831.

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E. Order such additional relief as may be just and proper.

**RESPECTFULLY SUBMITTED** this 1st day of March, 2023.

GOLDWATER INSTITUTE

/s/ Parker Jackson  
Jonathan Riches (025712)  
Scott Day Freeman (19784)  
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**Verification**

Pursuant to Rule 80(i), Ariz. R. Civ. P., Jonathan Riches verifies under penalty of perjury that the foregoing is true and correct:

1. I am a full-time employee and General Counsel of Plaintiff Goldwater Institute.
2. I have read the foregoing Complaint and know the contents thereof.
3. The statements and matters alleged are true of my own personal knowledge, except as to those matters stated upon information and belief, and as to such matters, I reasonably believe them to be true.
4. I further attest that there is sufficient cause to grant Plaintiff the relief requested in the Complaint, and the Defendants should therefore be required to show cause as to why the relief requested should not be granted.

Dated this 1st day of March, 2023.

/s/ Jonathan Riches  
Jonathan Riches

150277--0

MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

~~2019 - 2021~~

2021-2023

DRAFT

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DRAFT

## Preamble

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW THEREFORE, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.

## ARTICLE 1: Rights

### Section 1-1: Purpose/Gender

Wherever any words used herein in the masculine, feminine or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

### Section 1-2: City and Department Rights

- A. The Association recognizes that the City and the Chief of Police retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.
- B. The City and Chief of Police have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

- D. The Chief of Police and City Manager reserve the right to discipline or discharge employees for just cause, as defined in ARS 38-1101, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.
- E. The City and the Chief of Police shall determine assignments and establish methods and processes by which assignments are performed.
- F. ~~The City and Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.~~

The Department will provide a list of proposed G.O.D. transfers of unit 4 members to PLEA prior to any move, as to allow constructive collaboration about the needs of the Department.

- G. Except as otherwise specifically provided in this Memorandum, the City and the Chief of Police retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum shall be exclusively the right of the City and the Chief of Police unless otherwise provided by the express terms of this Memorandum as permitted by law.
- K. The inherent and express rights of the City and the Chief of Police, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

### Section 1-3: Rights of Association

- A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in Attachment A.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

- B. Union Release:  
The Phoenix community benefits from harmonious and cooperative relationships

between the City and its employees. The City and the Association have negotiated six full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns.

Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions:

- a. The six (6) full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These six (6) full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.
- b. The six (6) full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).
- c. The six (6) full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.
- d. The six (6) full time release positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.

2. Association Representatives:

The Association may designate up to forty-two (42) (as of July 1, 2012)

representatives and shall notify the Chief of Police and Labor Relations Administrator in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

- a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.
- b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to one (1) additional representative per bureau and up to three (3) additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

### 3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:

- a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This

permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

Approval for use of paid release time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, Association representatives and members of the Executive Board shall give at least twenty-four (24) hours written notice in advance.

In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The number of hours used in excess of the bank at the end of the contract term will be deducted from the bank at the start of the first year of the following contract. Unused hours will be carried over into the first year of the next contract.

- C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.
- D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Chief of Police or his designee, subject to twenty-four (24) hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than two (2) Executive Officers or Board members of the Association or designated shift representatives is subject to forty-eight (48) hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.
- E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment.

- F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year. ~~over a three month pilot program.~~
- H. The City shall continue to provide existing bulletin boards for the exclusive use by the Association for communicating with its members. Bulletin boards shall be limited to one (1) per bureau/precinct. New or replaced bulletin boards shall be provided by the Association and shall not exceed 4' x 3' (width by height) in size, and shall be placed in a location established by the bureau/precinct commander that is readily accessible to unit members.
- I. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or his designee.
- J. ~~The Association and the Department will jointly present a two (2) hour career survival class to newly sworn police officers. Immediately following, the Association will be allowed one (1) hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted during the post academy training time of said officers at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.~~

The Association and the Department will jointly present a four (4) hour career survival class to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed one (1) hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift. This training will be held at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.

- K. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- L. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.
- M. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- N. The Association will have two (2) PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.
- O. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.
- P. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management.
- Q. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City

agrees to provide a nine hundred sixty (960) hour bank of compensation for use by the full-time release positions each MOU year. (This is a reduction from the 2010 – 2012 MOU).

- R.** Unit members who are not Association members at the beginning of the last pay period in June, 2019, will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave

bank on the second paycheck in August 2019. Unit members who are not Association members at the beginning of the last pay period in December, 2019, will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in January 2020.

Unit members who are not Association members at the beginning of the last pay period in June, 2020, will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in August 2020. Unit members who are not Association members at the beginning of the last pay period in December, 2021, will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in January 2021.

The number of hours distributed to Unit members who are not Association members will be deducted from the leave banks described in Section 1-3, beginning with the Section 1-3(C) leave bank, then the Section 1-3(Q) leave bank, and then the Section 1-3(B)(3) leave bank. If there are not enough hours in the leave banks to refund the hours to Unit members who are not Association members, the Association will reduce the number of full-time release positions for the remainder of the six-month period. The value of each reduced full-time release position will be converted to hours and credited to the Section 1-3(B)(3) leave bank.

On or before July 1, 2019, January 1, 2020, July 1, 2020, and January 1, 2021, the City will provide Unit members who are not members of the Association "opt in" forms, to be approved by the Association, allowing them to donate vacation leave to be deposited into the Section 1-3(B)(3) leave bank. At any time during the term of this MOU, any Unit member may request this "opt in" form in order to donate vacation time in the manner above-described.

S. As the certified unit 4 bargaining unit, the Association will be notified electronically of Use of Force Boards and Disciplinary Review Boards at the time of scheduling.

#### Section 1-4: Rights of Unit Members

~~A. A unit member has the right to have the Association serve as his meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.~~

~~B. A unit member has the right to be represented by the Association in dealings with~~

~~the City concerning grievances and matters pertaining to his individual employment rights and obligations.~~

- ~~1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview or interrogation. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.~~

~~The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.~~

~~During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.~~

- ~~2. The interview/interrogation session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.~~
- ~~3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.~~
- ~~4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will make available for review to the unit member and/or his representative any~~

~~material that is being used as the basis for an allegation of misconduct. Material includes any video, audio, photographs, or documents at the time the internal investigation is initiated, and which is specifically related to the conduct of the unit member under investigation. Material does not include audio recorded interviews of witnesses, or investigative leads captured during the investigative process. All materials will be made available to the unit member and/or his representative in the draft investigation prior to the investigative review process (IRP).~~

~~For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to his administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.~~

~~During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.~~

- ~~5. A unit member under investigation, and the association, will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.~~
- ~~6. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days, the unit member may request that the PLEA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.~~
- ~~7. Department information regarding citizen complaint information/procedures will contain a statement forewarning the complainant that any false report in an attempt to unjustly defame police personnel or place their employment in jeopardy can result in criminal charges and or civil liability.~~
- ~~8. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.~~
- ~~9. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.~~
- ~~10. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to~~

~~discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.~~

~~11. As the certified bargaining unit for all unit 4 members, all finalized investigations (that the unit member has authorized via a checkbox on the IRC form) will be provided to the Association monthly.~~

~~C. A unit member has the right to present his own grievance, in person or by legal counsel.~~

~~D. Unit members are entitled to representation if a "Not Met" PMG is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the PMG.~~

~~E.~~

~~1. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of his choosing. When a city directed work fitness/job performance medical evaluation process is completed, the employee may request his/her medical information from the city doctor. The city agrees to give the city doctor a release to give the information to the requesting employee.~~

~~2. No unit member shall have any adverse comments entered into his departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, he may receive a copy of the adverse comment.~~

~~3. A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental or divisional personnel file which may be adverse in nature.~~

~~4.~~

~~a. Material purged, or meeting all criteria for purging, from a unit member's division and department files and moved to a section marked "Inactive" in the Central HR Department personnel file in accordance with the below procedures or allegations about a unit member which are unfounded, exonerated or unresolved will not be used in future performance ratings, or disciplinary actions, DRB, UFB, CSB, IRP, Grievance, or any other review board.~~

~~b. Documents maintained by the department containing adverse comments about a unit member, regardless of the storage medium, will not be used in future disciplinary actions (meaning submitting as evidence at DRB, UFB, CSB, or any other disciplinary review board) if the unit member has not been~~

~~previously made aware of the existence of the performance/conduct concerns.~~

- ~~5. At his request, a unit member may have material of an adverse nature which is over three (3) years old removed from all the division and department files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the three (3) year period immediately preceding the request (except Discipline Notices and Industrial Injury or Illness information). At the annual employee evaluation, the unit member and his supervisor will review and purge the unit member's division file. A unit member may make an appointment with fiscal to purge their department file. In the event that documentation that is eligible for purging from division and department files is not purged, it will not be considered in future disciplinary matters. Separation Notices over five (5) years old will not be considered in any process.~~
- ~~6. A Supervisory Counseling is a verbal warning and if used in any disciplinary or personnel action or documented rating, the counseling must first be documented in the supervisor's notes and shall be initialed or signed by the unit member within two (2) weeks of being advised that the discipline has been issued. The effective date of the discipline for all grievance and appeal purposes will start from the date that the unit member signs the supervisor's notes.~~
- ~~7. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.~~
- ~~8. At his request, a unit member may have documents related to disciplinary actions which are over ten (10) years old removed from his division and department personnel files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term disciplinary actions is defined as follows:
  - ~~a. Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and,~~
  - ~~b. For an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or,~~
  - ~~c. Any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~~~
- ~~9. "On duty" training will be approved at the Division Chief level.~~

~~F. A unit member and his Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.~~

- ~~1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him. If the discipline is appealed to the CSB, no reference to the DRB discussions or deliberations shall be made by either the city or the association representative at the CSB hearing.~~
- ~~2. The Department shall notify the unit member ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by an Association representative at either meeting.
  - ~~a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.~~~~
- ~~3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or his representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or his representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied on a read-only computer disc if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.~~
- ~~4. The unit member may, at his discretion, appear before the Board with an Association representative of his choosing and may state his reasons why the proposed action is unjustified. The unit member and his representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.~~
- ~~5. The unit member may submit relevant written matter in support of his position.~~
- ~~6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all~~

~~presentations made to the Board and all responses to questions by Board members.~~

~~a. At least ten (10) days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning his involvement in the matter under investigation that is made available to the UFB Board members.~~

~~b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.~~

~~c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.~~

~~7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant including one character witness to provide a statement. The witness will not read written statements submitted by others.~~

~~8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. Unit members will also be allowed to exchange up to 40 hours of vacation or comp time in exchange for serving a suspension. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.~~

~~G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing him of the specific nature of the investigation, his status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the~~

~~transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.~~

- ~~1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for his use throughout the entire course of the interview.~~
- ~~2. The unit member will be provided a copy of all the interview/interrogation in digital media format.~~
- ~~3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or his designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to his home), until the completion of the investigation.~~
- ~~4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.~~
- ~~5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB).~~
- ~~6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.~~
- ~~7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to one (1) hour will be granted (if requested) for the employee to obtain a PLEA representative.~~
- ~~8. The unit member or the unit member's representative may make a request to the Chief, or his designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.~~
- ~~9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court~~

~~order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.~~

- ~~H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.~~
- ~~I. A unit member attending any IRP, DRB, UFB, DAC, Grievance meeting, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations; approval will not be unreasonably withheld.~~
- ~~J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have three (3) hours to consult with an Association representative.~~
- ~~K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any supporting the written reprimand at the time the unit member receives the reprimand.~~
- ~~L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander. Establish a sub-committee with PSB, PLEA, and management to address technological improvements to improve efficiency with the transfer of case documents.~~
- ~~M. A unit member identified only as a witness will be given the opportunity to consult with the PLEA President or Representation Chairman to discuss their rights and obligations prior to the interview or interrogation.~~
- ~~N. A unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.~~

~~Written Reprimands: 12 months from date of NOI Class  
I Discipline: 12 months from date of NOI Class II  
Discipline: 18 months from date of NOI Class III  
Discipline: 24 months from date of NOI~~

- ~~O. If a polygraph examination is required of a unit member, an Association representative may monitor the interview and examination from the monitoring room. Monitoring will include both visual and audio. A unit member will be allowed~~

~~an association representative during the post exam interviews. The PSB Investigator will also have the right to be present.~~

~~P. If an employee is not given his/her PMG by the annual review date, the employee may request his or her merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the PMG is an overall "met," the request will be processed within twenty one (21) calendar days of submittal and will be retroactive to the PMG annual review date.~~

~~Q. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.~~

~~R. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.~~

~~S. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at request transfers or transfers based on a selection process).~~

~~T. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.~~

~~U. Progressive Discipline time periods will be based on date of the NOI.~~

A. A unit member has the right to have the Association serve as his meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code

B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to his individual employment rights and obligations.

1. If a unit member requests, representation will be allowed when the member is

the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview or interrogation. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview/interrogation session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.

3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.

4. Before the commencement of any interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator shall provide the unit member with a notice of investigation stating the facts that are the basis of the investigation, the specific nature of the investigation, the officer's status in the investigation, all known allegations of misconduct that are the reason for the interview, and the officer's right to have a representative present at the interview. The unit member will be provided with a copy of the written notice of investigation that the officer may retain. Along with the notice, the employer shall provide any

relevant and readily available materials, including complaints that contain the alleged facts. The format of the materials may be written, audio, or video.

5. Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.

6. During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

~~G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing him of the specific nature of the investigation, his status in the investigation, and all known allegations of misconduct involved in the interview of the unit member.~~

C. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.

~~4. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for his use throughout the entire course of the interview.~~

1. ~~2.~~ The unit member will be provided a copy of all the recorded interview/interrogation in digital media format.

2. ~~3.~~ If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or his designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to his home), until the completion of the investigation.

3. ~~4.~~ If during the course of the above-mentioned investigation, information is

learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.

4. 5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB).

5. 6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be ~~left at the discretion of the PSB Commander~~ provided to the unit member/unit representative.

6. 7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to one (1) hour will be granted (if requested) for the employee to obtain a PLEA representative.

7. 8. The unit member or the unit member's representative may make a request to the Chief, or his designee, in unusual circumstances ~~such as a unit member's extended duty or hospitalization~~, to delay the PSB interview for up to at least 24 hours after a critical incident. If a unit member has been on duty for more than 16 hours, such a request will be granted.

8. 9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm, until appeal processes have been exhausted.

9. 4. A unit member under investigation, and the association, will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

10. 5. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days, the unit member may request that the PLEA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.

11. 6. Department information regarding citizen complaint information/procedures will contain a statement forewarning the complainant that any false report in an attempt to unjustly defame police personnel or place their employment in jeopardy can result in criminal charges and or civil liability.

12. 7. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.

13. 8 If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.

14. 9. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.

15. 10. As the certified bargaining unit for all unit 4 members, all finalized investigations ~~(that the unit member has authorized via a checkbox on the IRC form)~~ will be provided to the Association monthly.

D. G. A unit member has the right to present his own grievance, in person or by legal counsel.

E. D. Unit members are entitled to representation if a "Not Met" PMG is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the PMG.

F. E.

1. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of his choosing. When a city directed work fitness/job performance medical evaluation process is completed, the employee may request his/her medical information from the city doctor. The city agrees to give the city doctor a release to give the information to the requesting employee.

2. No unit member shall have any adverse comments entered into his departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, he may receive a copy of the adverse comment.

3. A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental or divisional personnel file which may be adverse in nature.

4. Material purged, or meeting all criteria for purging, from a unit member's division and department files and moved to a section marked "Inactive" in the Central HR Department personnel file in accordance with the below procedures or allegations about a unit member which are unfounded, exonerated or unresolved will not be used in future performance ratings, or disciplinary actions, DRB, UFB, CSB, IRP, Grievance, or any other

review board.

b. Documents maintained by the department containing adverse comments about a unit member, regardless of the storage medium, will not be used in future disciplinary actions (meaning submitting as evidence at DRB, UFB, CSB, or any other disciplinary review board) if the unit member has not been previously made aware of the existence of the performance/conduct concerns.

5. At his request, a unit member may have material of an adverse nature which is over three (3) years old removed from all the division and department files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the three (3) year period immediately preceding the request (except Discipline Notices and Industrial Injury or Illness information). At the annual employee evaluation, the unit member and his supervisor will review and purge the unit member's division file. A unit member may make an appointment with fiscal to purge their department file. In the event that documentation that is eligible for purging from division and department files is not purged, it will not be considered in future disciplinary matters. Separation Notices over five (5) years old will not be considered in any process.

6. A Supervisory Counseling is a verbal warning and if used in any disciplinary or personnel action or documented rating, the counseling must first be documented in the supervisor's notes and shall be initialed or signed by the unit member within two (2) weeks of being advised that the discipline has been issued. The effective date of the discipline for all grievance and appeal purposes will start from the date that the unit member signs the supervisor's notes.

7. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.

a. After a unit member has been given a Notice of Finding prescribing discipline, that discipline notice will be served to the unit member within 30 days, unless mutually agreed upon by both parties and/or the member is unavailable. If the discipline notice is not served within the 30 days, it will not be served.

8. At his request, a unit member may have documents related to disciplinary actions which are over ten (10) years old removed from his division and department personnel files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten-year period immediately preceding the request. The term disciplinary actions is defined as follows:

a. Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and,

b. For an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or,

c. Any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

9. "On duty" training will be approved at the Division Chief level.

G. F. A unit member and his Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.

1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him. If the discipline is appealed to the CSB, no reference to the DRB discussions or deliberations shall be made by either the city or the association representative at the CSB hearing.

2. The Department shall notify the unit member ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member if he chooses, may meet with his immediate supervisor along with his second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member if he chooses, may meet with the next supervisor in his chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member if he chooses, may be accompanied by an Association representative at either meeting.

a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or his representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or his representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied on a ~~read only~~ read-only computer disc if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at his discretion, appear before the Board with an Association representative of his choosing and may state his reasons why the proposed action is unjustified. The unit member and his representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.

5. The unit member may submit relevant written matter in support of his position.

6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.

a. At least ten (10) days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning his involvement in the matter under investigation that is made available to the UFB Board members.

b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.

c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.

7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant including one-character witness to provide a statement. The witness will not read written statements submitted by others.

8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. Unit members will also be allowed to exchange up to 40 hours of vacation or comp time in exchange for serving a suspension. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the workplace, felonies, and drugs/alcohol.

H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

I. A unit member attending any IRP, DRB, UFB, DAC, Grievance meeting, Civil Service Appeal, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.

J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have three (3) hours to consult with an Association representative.

K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.

L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander. Establish a sub-committee with PSB, PLEA, and management to address technological improvements to improve efficiency with the transfer of case documents.

M. A unit member identified only as a witness will be given the opportunity to consult with the a PLEA representative President or Representation Chairman to discuss their rights and obligations prior to the interview or interrogation.

N. A unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.

Written Reprimands: 12 months from date of NOI

Class I Discipline: 12 months from date of NOI

Class II Discipline: 18 months from date of NOI

Class III Discipline: 24 months from date of NOI

O. If a polygraph examination is required of a unit member, an Association representative may monitor the interview and examination from the monitoring room. Monitoring will include both visual and audio. A unit member will be allowed an association representative during the post exam interviews. The PSB Investigator will also have the right to be present.

P. If an employee is not given his/her PMG by the annual review date, the employee may request his or her merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the

PMG is an overall "met," the request will be processed within twenty-one (21) calendar days of submittal and will be retroactive to the PMG annual review date.

Q. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation; he/she may be eligible for the next available opening depending upon the outcome of the investigation.

R. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels reduce staff in a specific area or other similar operational need.

S. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process)

T. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.

U. Progressive Discipline time periods will be based on date of the NOI.

V. Transfers may not be used as a means of discipline. If the Department transfers a unit member during the pendency of an internal investigation or following the conclusion of an internal investigation, it must identify in writing the non-disciplinary reasons for the transfer and the evidence supporting those reasons. If, at any time, the evidence no longer supports a transfer, the unit member will be transferred back to their previous assignment.

#### Section 1-5: Prohibition of Strike and Lockouts

- A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike,

or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.

- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
  - 1. Discipline up to and including discharge.
  - 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations) Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

## ARTICLE 2: Grievance/Arbitration/Labor Management

### Section 2-1: Grievance Procedure

It is understood by the parties that the benefits granted by this Article shall not be

interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

**A. Informal Resolution**

1. As a matter of good labor-management relations the parties encourage unit members who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

**B. Definition of Grievance**

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

**C. Procedure**

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

**1. Step 1**

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and

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Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

#### 4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

Member – A City department head on a rotating schedule.

Member – The Union President, or designee.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City law.
- iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- c. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

#### D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of the deadline.

#### E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

#### F. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all

named Grievants. Each unit member that is a party Grievant must be named in such group grievance.

**G. Employer Grievances**

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

**Section 2-2: Labor-Management Committee**

**A.** There shall be a Labor-Management Committee consisting of up to six (6) representatives of the Association and up to six (6) representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.

**B.** The Committee shall meet at least quarterly at mutually scheduled times.

**C.** The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting. In addition, the Labor Relations Administrator or designee will record minutes during the meeting and will subsequently provide them to both sides with an outline of items that require follow up and who is responsible for it.

**D.** Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of three (3) hours per unit member per meeting.

**E.** It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

**F.** The Committee will work cooperatively to discuss the following:

- Automating the CEP application and approval process.
- Identifying and implementing additional training outside of what is received at module.

- Implementing Squad based training on double squad days.
- Re-establish the Training Needs committee and meet regularly.
- Improving retiree health insurance coverage at a lower cost.
- Issuing MDC's to all officers
- Any additional items proposed by either labor or management.

Section 2-3:

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of management in attempt to seek resolution before escalating issues up the chain of command.

## ARTICLE 3: Compensation/Wages

Section 3-1: Wages

- A.** In year one of this agreement, the economic value of ongoing total compensation increases will equal ~~2.0~~ 2.5%. Unit 4 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.
- ~~1. A 3.42% base wage increase for all members at top step 9, including Pilot positions, effective July 2019 (FY 2019-20).~~
  2. A one-time payment of 2.16% of base wage to all Unit members the first paycheck of December of year one.
- In year two of the agreement, the economic value of ongoing total compensation increases will equal ~~4.5~~ 2.5%. Unit 4 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.
- ~~1. A 2.48% base wage increase for all members at top step 9, including Pilot positions, effective July 2020 (FY 2020-21).~~
  2. A one-time payment of 2.11% of base wage to all Unit members the first paycheck of December of year two.
- B.** Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer\*Pilot, Job Code 62211, in the pay schedule outlined in Attachment D.

- C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer\*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment D.
- D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer\*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment D.
- E. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer\*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment D.
- F. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.
- G. Upon initial assignment to an authorized Detective position, a unit member will receive a 2.5% base wage increase.

The Detective unit member will receive an additional 5% base wage increase after 5 years in an authorized Detective position.

The Detective unit member will receive an additional 5% base wage increase after 10 years in an authorized Detective position.

The 5- and 10-year total time frames do not have to be consecutive.

- G.H. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- H. I. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.
- I. J. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July

### Section 3-1A: Productivity Enhancement Pay

In recognition of dedicated public service and overall performance, the City agrees to

implement the following Productivity Enhancement Pay formula for unit members:

**A. Pay Benefit:**

1. On December ~~16~~ 13, 2019 21, June ~~4~~ 6, 2020 22, December ~~14~~ 12, 2020 22, and May ~~31~~ 29, 2024 23, a unit member who has completed at least seven (7) years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive eighty (\$80) dollars, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of six (6) years, up to a semi-annual maximum of one thousand forty dollars (\$1,040), annual maximum of two thousand eighty dollars (~~\$2,080~~) at twenty (20) years.
2. On December ~~16~~ 13, 2019 21, June ~~4~~ 6, 2020 22, December ~~14~~ 12, 2020 22, and May ~~31~~ 29, 2024 23, a unit member at twenty (20) years and one day of continuous full-time service shall receive one hundred and twenty-five dollars (\$125), pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of six (6) years, up to a semi-annual maximum of two thousand dollars (\$2,000), annual maximum of four thousand dollars (~~\$4,000~~) at twenty-two (22) years or more.

**B. Qualifications:**

1. A unit member must have completed at least one (1) year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.
2. Effective July 1, 1999, a unit member must have completed seven (7) years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the seven (7) year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.
5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

**C. Terms of Payment:**

1. The City will make adjustments to an employee's Productivity Enhancement payment within thirty (30) days of the qualifying date.

### Section 3-1B: Career Enhancement Pay

Effective July 14, 2008, Career Enhancement Pay (CEP) will be paid to qualified unit members at the levels fixed below:

1. CEP Level 1 pay shall be \$1,903.20 per year (\$73.20 per pay period).
2. CEP Level 2 pay shall be \$3,806.40 per year (\$146.40 per pay period).
3. CEP Level 3 pay shall be \$5,709.60 per year (\$219.60 per pay period).
4. CEP Level 4 pay shall be \$7,612.80 per year (\$292.80 per pay period).

### Section 3-1C: Training Pay

- A. Field Training Officers (FTOs) and other unit members whom the department selects to conduct department-approved officer field training; will receive an additional five percent (5%) of their regular base hourly rate of pay for every day they are assigned to an officially authorized field training position.
- B. Any unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% training base hourly rate of pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional five percent (5%) of their regular base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
  1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol narcotics detection and/or explosive detection.
  2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
  3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.
- D. Detectives who are assigned to train new detectives to a detail, shall receive an additional 5% base hourly rate of pay for every day the Detective is training.

Section 3-1D: Compensation for Interpreting and Translation by Sworn Police Officers

**A. Purpose**

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.
2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

**B. Payment Authorization**

Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

**C. Performance Activities Approved for Special Compensation**

1. Verbal interpretation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
2. Written translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
3. Signing interpretation and translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

**D. Compensation**

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of \$10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-7, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

**E. Supervisory Authorization**

Authorization must be provided by a sworn police supervisor in each case. Written

notification which includes a listing of the specific time periods for which the premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

### Section 3-1E: Certified Phlebotomist Compensation

Department qualified/certified phlebotomists who are current in all training and requirements set forth in policy, and have completed all necessary training, will receive an additional two- and one-half percent (2.5%) of their regular rate of pay

### Section 3-2: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty (40) hour work week or eight (8) hour work shift, or ten (10) hour work shift if a four (4) day work week is implemented. Duty authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Chief of Police or his designees.
- C. Overtime work will be compensated in either cash or compensation time at one and one-half (1-1/2) times the regular rate of pay after the first seven (7) minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of ~~three hundred (300)~~ 400 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of ~~three hundred (300)~~ 400 hours, he will be paid the difference.
- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.
- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.

- G.** At the direction of the immediate non-unit supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-2 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-2B, but shall be compensated at a minimum of one (1) hour at time and one-half (1-1/2). No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.
- H.** After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of one-half (1/2) hour, but in no event shall a unit member be entitled to more than one such meal break for every eight (8) consecutive hours of overtime.
- For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second one-half (1/2) hour paid meal break, he shall have worked on an overtime basis for a minimum of four (4) hours beyond the end of his regularly scheduled ten (10) hour work shift.
- L.** If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional thirty (30) minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first thirty (30) minutes of the meal period.
- J.** When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of fifteen (15) minutes at time and one-half his regular rate of pay when any combination of calls equals seven (7) minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest one-quarter (1/4) hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- K.** A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a seven (7) calendar day period, as the squad he was on when the injury/illness occurred. After the seven (7) days, he may be reassigned to new duty hours and/or N-days.
- L.** A unit member who scheduled a leave day thirty (30) calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-2A and/or Section 3-2B, in addition to the leave day.
- M.** A unit member who scheduled a leave day but failed to do so within thirty (30) calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-2A. However,

the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

### Section 3-2A: Court Time Overtime

- A.** When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-2B of this Memorandum.
1. Court time overtime shall be continuous time compensated consistent with Section 3-2, subsection C.
  2. Effective July 1, 1998, no cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.
- B.** For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court, Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C.** After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than twelve (12) hours in advance of the scheduled appearance time that he need not appear, the unit member will receive two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay.

### Section 3-2B: Call-Out Pay

- A.** A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call-back consistent with Section 3-2, subsection C, provided, however, the unit member shall not be eligible for the three (3) hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B.** Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of three (3) hours pay at time and one-half the unit member's base pay calculated to the nearest quarter (1/4) hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly

scheduled shift will begin at the time the unit member is notified. The compensation will continue up to thirty (30) minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

- C. A unit member beginning an overtime period within three (3) hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.
- D. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen (15) minutes) will be compensated for actual time spent in accordance with Section 3-2, subsection C.

### Section 3-3: Out-of-Rank Pay

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification (e.g., sergeant) shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher rank within any twelve (12) month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the tenth (10th) shift in the supervisory classification will be subject to the higher rate of pay.
- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than one (1) full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the

10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

#### Section 3-4: Sick Leave Conversion at Retirement

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

##### A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.
2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.
3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

##### B. Benefit and Eligibility

- ~~1. A unit member who has accumulated a minimum of nine hundred (900) hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to thirty five percent (35%) of his base hourly wage for all hours in excess of four hundred and fifty (450) hours; or~~
- ~~2. A unit member who has accumulated a minimum of one thousand two hundred eighty six (1286) qualifying hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly for all hours in excess of three hundred eighty six (386) hours.~~
- ~~3. Commencing July 1, 1998, a unit member who has accumulated a minimum of one thousand seven hundred and fourteen (1714) hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly wage for all hours.~~
- ~~4. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have one hundred fifty (150) hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit three (3) times in their career, and not more than one (1)~~

~~time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.~~

~~5. The payments described in numbers 1 through 4 above are not considered Final Average Salary for purposes of pension calculations.~~

1. A unit member who has accumulated a minimum of five hundred (500) hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to thirty-five percent (35%) of his base hourly wage for all hours.

2. A unit member who has accumulated a minimum of one thousand (1000) qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to seventy percent (70%) of his base hourly wage for all hours.

The payments described in numbers 1 and 2 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.

2. The unit member shall verify in writing the computations of the Employee Benefits Division.

3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

Section 3-4A: Sick Leave Payout

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

Section 3-5: Night Shift Differential/Weekend Shift Differential

A. A unit member shall receive sixty cents (\$.60) per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.

B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.

C. A unit member who is called out and works between the hours of 10:00 PM and

6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.

- D.** A unit member shall receive twenty-five cents (\$.25) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.
1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
  2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

#### Section 3-6: Stand-By Pay

- A.** When a unit member is required and assigned to be available for immediate emergency call-out at times that he is not otherwise on duty and the unit member complies with departmental regulations incident thereto, he shall be compensated as follows: \$60.00 on the unit member's non-work day and \$40.00 on a work day.
- B.** When management determines it is necessary to provide call-out service, stand-by assignments will be maintained in, but not be limited to, the following details: Traffic Investigators Unit (TIU), Bomb, Canine, DRE, MAC Van, SAU, Sex Crimes, Homicide Detail, Assaults Unit, Special Projects Unit, Critical Incident Stress Debriefing (C.I.S.D.) Team, Documents Crimes Unit (DCU), Employee Assistance Unit, and the Family Investigation Bureau (F.I.B.).

#### Section 3-6A: Court Time Standby Pay

- A.** When a unit member receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he was not notified twelve (12) hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional one (1) hour of pay at one and one-half (1-1/2) times

his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival at the duty location. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party sixteen (16) hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

#### Section 3-7: Off-Duty Employment

- A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate non-unit supervisor.
- B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.
- C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's performance is adversely affected.
- D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

#### Section 3-8: Jury Duty

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

### Section 3-9: Deferred Compensation and Defined Contribution Plans

- A. The City's contribution to DCP will continue at 2.56%.\*
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.
- C. Discuss alternatives to the Union's participation in the City's Deferred Compensation Plans.
- D. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

### Section 3-10: Non-Direct Payment of Compensation or Benefits

Various sections of this Memorandum contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

## ARTICLE 4: Hours of Work/Working Conditions

### Section 4-1: Work Schedules

- A. The regular duty hours for a unit member shall be five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day work week. These five (5) consecutive shifts will be preceded and followed by two (2) "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The eight (8) duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes. When work demands permit, with a supervisor's approval, a unit member may combine this thirty (30) minute meal period with one of his fifteen (15) minute rest periods described under Subsection D of this Article to achieve a forty-five (45) minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.
- B. If a ten (10) hour, four (4) day work week is implemented; the regular duty hours for an affected unit member shall be four (4) consecutive shifts of ten (10) hours in a seven (7) calendar day work week. These four (4) consecutive shifts will be preceded and followed by three (3) "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The ten (10) duty hours per shift shall be consecutive and may include any briefing time and shall include a meal period of thirty (30) minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.
- C. All unit four members assigned to patrol squads with beat responsibility only will work the work schedule defined in subsection B of this section (4/10's) through June 30, 2023.
- D. If a unit member's normal duty hours are changed with less than 7 days' notice, then the unit member is entitled to premium pay.

If a unit member's normal "N" days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8's schedule:
  - A change in normal duty hours: 2 hours at their base hourly rate of pay.
  - One "N" day change: 4 hours at their regular rate of pay.
  - Two "N" days changed: 20 hours at their regular rate of pay.

- For a unit member assigned to a 4/10's schedule:
  - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
  - One "N" day change: 5 hours at their regular rate of pay.
  - Two "N" days changed: 10 hours at their regular rate of pay.
  - Three "N" days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations Order 9.1 is exempt from this section.

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

**E** When used in the context of this Article, "Operational Needs" will be defined as: Service demands, or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.

**F** In addition to all duties as assigned by the Chief of Police or his designees, work hours shall continue to include two (2) fifteen (15) minute rest periods as work demands allow.

**G** There shall be a minimum of fifteen (15) hours off between shifts, thirteen (13) hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described fifteen (15) hour period, thirteen (13) hour period for a unit member working a 4/10 schedule. A unit member assigned to the DEB, OCB, GIB, CRB, NRB or SRB may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

**H** A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated non-unit supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with

supervisory approval, provided such residence is within the unit member's beat area.

- I. A unit member may return to his work station twenty (20) minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed four (4) hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.

#### Section 4-2: Seniority

- A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

### ARTICLE 5: Benefits

#### Section 5-1: Health Insurance

- A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.
- B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.
- C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, stepchildren, or adopted children, will remain in effect as federal law

prescribes.

In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.

- D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.
- E. During the next twelve (12) months, the City will participate in Labor- Management meetings to discuss alternatives to the Union's participation in the Health Care Plans currently provided by the City.

#### Section 5-1A: Retiree Health Insurance

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.
- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of \$6.00 (six) dollars per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub- account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

#### Section 5-2: Dental Insurance

- A. Commencing August 1, 1994, the City shall pay the full premium costs for single coverage and seventy-five percent (75%) of the premium costs for family coverage for a City dental plan.
- B. The plan shall consist of 80% payment of reasonable and customary charges

covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Effective August 1, 2002 and August 1, 2003, if there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family coverage.

### Section 5-3: Life Insurance

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage and will continue the face value of the policy at fifteen thousand dollars (\$15,000). The City will continue the current policy for death in the line of duty at one hundred thousand dollars (\$100,000.00).
- B. Effective August 1, 2001, the City will increase the thirty-five thousand-dollar (\$35,000.00) line of duty life and dismemberment insurance coverage to each unit member to one hundred thousand dollars (\$100,000.00).
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

### Section 5-4: Long-Term Disability Insurance

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long-term disability benefit for no more than thirty (30) months.
- B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the

retirement plan.

### Section 5-5: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-2, Overtime.

- A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) excluding overtime pay.
- B. A unit member who is not scheduled to work on a designated holiday will still be compensated for eight (8) hours pay or compensatory time for each holiday.
- C. Paid holidays shall include:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Caesar Chavez Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two Personal Leave Days\* & \*\*

\* After six (6) months of continuous service.

\*\* Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

- D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:
  - 1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid eight (8) hours of holiday pay.
  - 2. When a designated paid holiday falls on a unit member's normally scheduled workday and the unit member is directed to not work that day, the unit member shall be paid for eight (8) hours of holiday pay. The additional two (2) hours necessary to receive ten (10) hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time.

If a unit member has no accumulated vacation or compensatory time, the unit member will receive only eight (8) hours of pay. Alternatively, the unit member may work for two (2) hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) hours, excluding overtime pay.

- E. A unit member will continue to receive holiday pay while on industrial leave.
- F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.
- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time fifty-two (52) weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
  1. Through 5 years of service 8 hrs. per month
  2. 6th through 10th year of service 10 hrs. per month
  3. 11th through 15th year of service 11 hrs. per month
  4. 16th through 20th year of service 13 hrs. per month
  5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have one hundred fifty (150) hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit four (4) times in their career, and not more than one (1) time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year. Additionally, eighty (80) hours of vacation time can be accumulated above the maximum vacation carryover into the last three (3) years of service. These hours must be used as paid time off prior to retirement.
- J. Vacation accrual, carryover and compensation at separation is as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5 <sup>th</sup>	8	232-272	280-320
6 <sup>th</sup> – 10 <sup>th</sup>	10	280-320	340-380

11 <sup>th</sup> – 15 <sup>th</sup>	11	304-344	370-410
16 <sup>th</sup> – 20 <sup>th</sup>	13**	352-392	430-470
21 <sup>st</sup> +	15**	400-440	490-530

\*\* In the last three years of service an additional 80 hours may be carried over into a new calendar year.

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within five (5) years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to 40 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

#### Section 5-5A: Out-of-State Vacation Recall

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Chief of Police, or designee, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

#### Section 5-5B: Military Leave

##### A. Definition

1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.
2. This leave will be granted without loss of pay or other employment rights.

##### B. Leave Guidelines

1. National Guard and Military Reserve leave time will be calculated using working days.
2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.
3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).

4. Travel time will not be allowed in addition to inclusive dates shown on requests.
5. A copy of the Military Orders will accompany leave requests.

Section 5-6: Uniform, Clothing and Equipment Allowance

A. Department-issued equipment, as follows:

1. The Police Department will furnish to each unit member entering the department the following:
  - 1 Uniform Belt
  - 1 Handcuff Case
  - 1 Holster
  - 1 Helmet
  - 1 Cartridge Case
  - 1 Service Weapon
  - 1 Pepper Spray Holder
  - 1 Pepper Spray Canister
  - 1 Pair of Handcuffs and Key
  - 1 Uniform Breast Badge
  - 1 Flat Badge with Case
  - 1 (pair) Puncture resistant gloves

The department also agrees to provide spit masks on a continuous basis.

2. Pilot's equipment list as follows:

The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

- 2 Nomex Nomex (or equivalent in quality) Flight Suits

- 1 Flight Helmet
- 1 Standard Headset

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.

B. A unit member will receive one thousand one hundred and fifty dollars (\$1,150) clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.

C. A new unit member will receive an initial fiscal year uniform allowance equal to one-twelfth (1/12) of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first sixty (60) days of employment.

D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to one twelfth (1/12) of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of two (2) months or longer, shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual allowance for each month of extended leave.

F. 1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment:

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
TRU***	\$320
Detectives*	\$320
Bike Officers**	\$320
Honor Guard	\$320

\* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

\*\* Bicycles will be furnished by the City. To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each fiscal year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
Detectives	\$320
TRU***	\$320
Bike Officers	\$320
Honor Guard	\$320

The provisions of Subsection D of this Section shall apply to this Subsection.

\*\* To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper notice of schedule change will occur of the shift is outside of the unit members normal work hours.

\*\*\* TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000.

2. At the time of the purchase, the member can utilize the remainder of stipend to purchase accessories for the vest (rifle plates, extra carriers, outer carrier, etc.).
3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above \$1,000 reimbursement every 5 years.

H.

1. The City agrees to reimburse a unit member for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the unit member, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	\$250	
Business Dress	\$100	
Sport Coat	\$150	
Dress Shirt	\$50	
Dress Trousers	\$75	
Dress Skirt	\$75	
All Shoes	\$100	
Uniform Boots	ALL	
Motorcycle Boots	ALL	
Motorcycle Gloves	\$100	
Glasses and contacts RX		ALL
Sunglasses non-RX	\$80	
Watches	\$80	
Jewelry	\$75	
Police Uniform Trousers	ALL	
Police Motorcycle Breeches	ALL	
Police Uniform Shirt	ALL	
Police Jacket	ALL	
Police Motorcycle Jacket	ALL	
Flashlight	\$100	
Ballistic Vest	ALL	
Service Weapon and (up to cost of City weapon) authorized attached accessories		

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of

the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.

- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
- J. Upon duty related retirement, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all three (3) duty magazines, for one dollar (\$1.00). If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for one dollar (\$1.00) which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.
- K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:
  1. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years, at retirement the unit member may purchase his dog for one dollar (\$1.00).
  2. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.
- L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:
  - For purchases prior to July 1, 2019, eligible employees will receive an initial stipend of \$250.
  - For purchases after June 30, 2019, eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of \$500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

## Section 5-7: Reimbursement for Education Expenses

- A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
1. For the ~~2019-2021~~ 2021- 2023 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
  2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Chief of Police and the Human Resources Director as provided in existing regulations.
  3. Unit members shall be allowed to use up to ~~\$500.00~~ 800.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year. Reimbursement for the above items will not be denied.

#### Section 5-8: Leave of Absence

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to ten (10) hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

#### Section 5-9: Workers' Compensation

- A. Employees shall continue to receive one hundred percent (100%) of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of one (1) year per injury; thereafter the rate becomes sixty- six and two-thirds percent (66-2/3%).
- B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

## Section 5-10: Facial Hair

Facial hair will be allowed while performing duties as assigned, which may include uniform assignments both on duty and off duty. A groomed and maintained mustache, goatee, or full beard is authorized. Beards must be worn with a mustache. Facial hair will be maintained to no longer than ¼ inch in length.

Mustaches will not be waxed or twisted and will be neatly trimmed. Sideburns will be no more than 1 ½ inches wide at the widest point (measured from the natural hairline nearest the ear), will not extend below the bottom of the ear lobes, and will be neatly trimmed.

- For facial hair that interferes with the sealing surface or valve function of the facepiece, employees will shave in the area of the sealing surface in order to complete required fit testing and will also shave prior to donning the gas mask during deployment.

## Section 5-11: Emergency Leave Bank

A Department representative, an HR representative along with a PLEA representative will meet at least monthly to create an emergency leave bank, consisting of donated BV/BI, unused/forfeited BI at retirement not eligible for cash out, and excess BV time designated for yearly cutback, that would be available for Unit 4 employees who have approved petitions to received leave donations.

## Section 5-12: Workplace Parking

All unit members shall be provided free parking at a City owned or leased parking facility when reporting to work at their primary duty assignment.

## Section 5-13: Retiree Health Trust

Effective July 2021, the City will contribute \$35.00 per employee, per month (\$16.154 per pay period), into a trust that will be established and overseen by a board for the purpose of providing a monthly stipend for retirees to apply to the costs of their health and/or dental insurance, medical and dental co-pays, prescriptions, cancer benefits for active Unit 4 members not covered by the Public Safety Retirement System's cancer insurance, and other benefits as the Trustees may determine. Unit members will contribute \$35.00 per pay period.

~~\*This section is a mutually agreed informal change and does not reflect actual contract language on file with the City Clerk's Office.~~

## ARTICLE 6: Miscellaneous

### Section 6-1: Saving Clause

- A.** If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- B.** It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.
- C.** It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

### Section 6-2: Copies of Memorandum

Within sixty (60) days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

### Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding

- A.** It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Chief of Police, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B.** The Association recognizes the powers, duties and responsibilities of the Chief of Police as set forth in the Charter and Ordinances and that pursuant thereto the Chief of Police has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.

- C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Chief of Police, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum

- A. Within sixty (60) days from the date this Memorandum is adopted by the City Council, the Department shall print copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible. Prior to the printing of the described changes, the Chief of Police or his representative shall review such changes with a representative of the Association to ensure that such changes are consistent with the specific express terms of the Memorandum.
- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

Section 6-5: Physical Fitness

- A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.  

To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.
- B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. The Association will participate on a Police Department Wellness Committee to develop and implement wellness initiatives. Final approval of such initiatives rests with the Police Chief.

E. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":

- Must adhere to Operations Order 4.1 (Meals and Breaks);
- Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
- Adhere to Operations Order 3.7 (Industrial Injuries);
- Must limit their activity to Strength Training/Cardio Training;
- May not work out on their "Code 7" during overtime shifts; and,
- May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

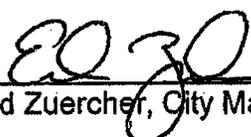
#### Section 6-6: Term and Effect of Memorandum

- A.** This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July 2019-2021, up to the beginning of the first regular pay period commencing in July 2024-2023.
- B.** Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.
- C.** The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D.** This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this 1j\_\_\_\_ of May, 2019.

  
\_\_\_\_\_  
Darrell Kriplean, Chief, Phoenix Law Enforcement Association (PLEA)

Xavier Frost, Deputy Human Resources Director/Labor Relations, City of Phoenix

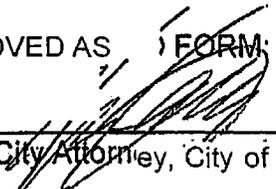
  
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Ed Zuercher, City Manager, City of Phoenix

ATT EST:



*JA*: Denise Archibald, City Clerk, City of Phoenix  
*fol. 138"10 1.-A1J 1*, CITY C

APPROVED AS FORM:

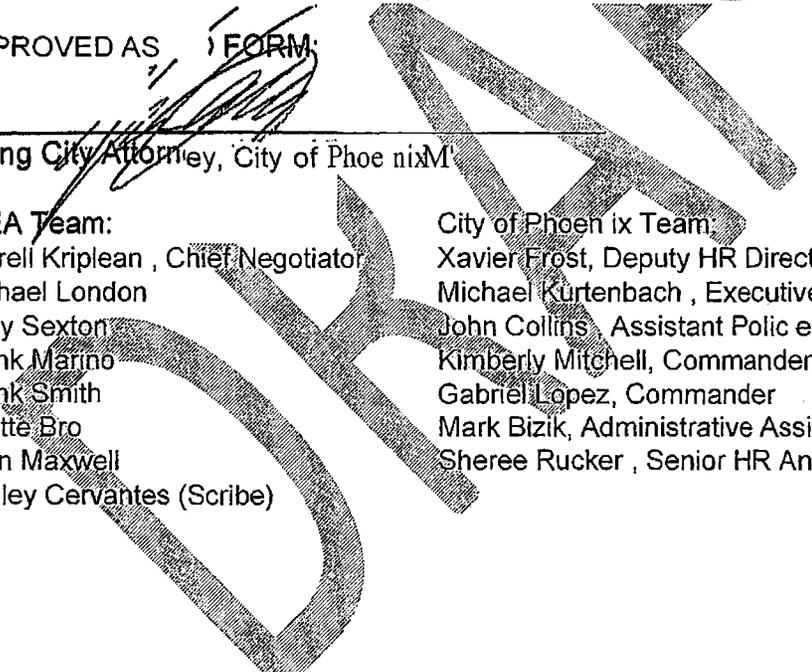
  
\_\_\_\_\_  
Acting City Attorney, City of Phoenix

**PLEA Team:**

- Darrell Kriplean, Chief Negotiator
- Michael London
- Toby Sexton
- Frank Marino
- Frank Smith
- Yvette Bro
- John Maxwell
- Ashley Cervantes (Scribe)

**City of Phoenix Team:**

- Xavier Frost, Deputy HR Director, Labor Relations
- Michael Kurtenbach, Executive Assistant Police Chief
- John Collins, Assistant Police Chief
- Kimberly Mitchell, Commander
- Gabriel Lopez, Commander
- Mark Bizik, Administrative Assistant 11
- Sheree Rucker, Senior HR Analyst (Scribe)



2019 JUN 20 PM 2: 29

CITY CLERK DEPT.

# ATTACHMENT A

## POLICE OFFICERS UNIT

Sworn police officers below the rank of Sergeant, including assignments, but excluding all other classes and positions, including Law Specialist, Sergeants, Lieutenants, Captains, Majors, Assistant Police Chiefs, Police Chief, and all non-sworn Police Department employees.

DRAFT

## ATTACHMENT B

### DRUG TESTING

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment B.

DRAFT

# ATTACHMENT C

## RETIREE HEALTH CONTRIBUTION

City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)\*

Retiree only not on Medicare	\$150.00
Retiree & family not on Medicare	\$260.00
Retiree only on Medicare	\$100.00
Retiree - one with Medicare	\$215.00
Retiree - all on Medicare	\$170.00

\*Rates shown are for the 2012 calendar year. For current rates, see <http://www.psprs.com/>

# ATTACHMENT D

## Unit 4 – Police Officers WAGES

(to be updated)

### Police Officer, Job Code 62210

STEP	Effective July 1, 2019			Effective July 13, 2020		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
1	22.23	1,778.40	46,238	22.23	1,778.40	46,238
2	23.40	1,872.00	48,672	23.40	1,872.00	48,672
3	24.75	1,980.00	51,480	24.75	1,980.00	51,480
4	26.19	2,095.20	54,475	26.19	2,095.20	54,475
5	27.74	2,219.20	57,699	27.74	2,219.20	57,699
6	29.34	2,347.20	61,027	29.34	2,347.20	61,027
7	31.01	2,480.80	64,501	31.01	2,480.80	64,501
8	33.47	2,677.60	69,618	33.47	2,677.60	69,618
9	36.01	2,880.87	74,903	36.90	2,952.31	76,760

### Police Officer\*Pilot, Job Code 62211

STEP	Effective July 1, 2019			Effective July 13, 2020		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	37.37	2,989.25	77,724	38.29	3,063.39	79,648

### Police Officer\*Rescue Pilot, Job Code 62212

STEP	Effective July 1, 2019			Effective July 13, 2020		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	38.76	3,100.95	80,624.58	39.72	3,177.85	82,624

### Police Officer\*Flight Instr, Job Code 62213

STEP	Effective July 1, 2019			Effective July 13, 2020		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	40.21	3,216.78	83,636.17	41.21	3,296.55	85,710

### Police Officer\*Chief Pilot, Job Code 62214

STEP	Effective July 1, 2019			Effective July 13, 2020		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	41.69	3,335.09	86,712	42.72	3,417.80	88,863

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**MEMORANDUM OF UNDERSTANDING**

**2021 – 2023**

**CITY OF PHOENIX**

**AND**

**PHOENIX LAW ENFORCEMENT ASSOCIATION**

**REPRESENTING UNIT 4 EMPLOYEES**

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## Preamble

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW THEREFORE, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.

## ARTICLE 1: Rights

### Section 1-1: Purpose/Gender

Wherever any words used herein in the masculine, feminine or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

### Section 1-2: City and Department Rights

- A. The Association recognizes that the City and the Police **Chief** retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of Police **Chief** to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.
- B. The City and Police **Chief** have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The Police **Chief** and City Manager reserve the right to discipline or discharge employees for just cause, **defined as follows**, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

1. **The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.**
  2. **The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.**
  3. **The discipline is supported by a preponderance of evidence that the conduct occurred.**
  4. **The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.**
- E. The City and the Police **Chief** shall determine assignments and establish methods and processes by which assignments are performed. **This is not grievable under the MOU.**
- F. The City and Police **Chief** shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. **This is not grievable under the MOU.**
- G. Except as otherwise specifically provided in this Memorandum, the City and the Police **Chief** retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police **Chief** unless otherwise provided by the express terms of this Memorandum as permitted by law.
- K. The inherent and express rights of the City and the Police **Chief**, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

### Section 1-3: Rights of Association

- A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in **the City Code**.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

- B. Union Release:

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated six full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions:

- a. The 6 full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.
- b. The 6 full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).
- c. The 6 full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave.

The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

- d. The 6 full time release positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.

2. Association Representatives:

The Association may designate up to 42 representatives and shall notify the Police **Chief** and Labor Relations in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations **or as changes occur**.

**Every quarter, PLEA will provide a list of stewards that will be posted.**

- a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.
- b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. **PLEA will utilize best efforts to provide advanced notice of the use of these hours to Labor Relations so the affected chain of commands can be notified. In all instances, PLEA will provide Labor Relations with notice of hours used.** The cost to the City for these release

hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:

- a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

Approval for use of paid release time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, Association representatives and members of the Executive Board shall give at least 24 hours written notice in advance.

In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The number of hours used in excess of the bank at the end of the contract term will be deducted from the bank at the start of the first year of the following contract. Unused hours will be carried over into the first year of the next contract.

- C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's

legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

- D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police **Chief** or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.
- E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, **upon request**, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment.
- F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a **year**.
- H. The Association and the Department will jointly present a **4-hour Employee Wellness course to recruits who are expected to become** sworn police officers. Immediately following, the Association will be allowed 1 hour to talk to

and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted **prior to reporting for the first patrol training shift** at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. **Curriculum will be jointly approved with the Training Bureau Division Chief.**

- I. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- J. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.
- K. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- L. The Association will have 2 PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.
- M. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.
- N. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. **PLEA will utilize best efforts to provide advance notice of meeting.**
- O. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor –Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree

to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a 960 hour bank of compensation for use by the full-time release positions each MOU year.

- P. Unit members who are not Association members at the beginning of the last pay period in June **of each year** will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in August **of that same year**. Unit members who are not Association members at the beginning of the last pay period in December **of each year** will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in **February of the following year**.

The number of hours distributed to Unit members who are not Association members will be deducted from the leave banks described in Section 1-3, beginning with the Section 1-3(C) leave bank, then the Section 1-3(B)(3) leave bank, and then the Section 1-3(O) leave bank. If there are not enough hours in the leave banks to refund the hours to Unit members who are not Association members, the Association will reduce the number of full-time release positions for the remainder of the six-month period. The value of each reduced full-time release position will be converted to hours and credited to the Section 1-3(B)(3) leave bank.

On or before **the second paycheck in August and February**, the City will provide Unit members who are not members of the Association "opt in" forms, to be approved by the Association, allowing them to donate vacation leave to be deposited into the Section 1-3(B)(3) leave bank. At any time during the term of this MOU, any Unit member may request this "opt in" form in order to donate vacation time in the manner above-described.

- Q. **As the certified unit 4 bargaining unit, the Association will be notified electronically of Use of Force Boards and Disciplinary Review Boards at the time of scheduling.**

#### **Section 1-4: Rights of Unit Members**

- A. A unit member has the right to have the Association serve as his meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to his individual employment rights and obligations.
1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is

conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question, **speak on behalf of the employee**, or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.
4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will make available for review to the unit member and/or his representative any material that is being used as the basis for an allegation of misconduct. Material includes any video, audio, photographs, or documents at the time the internal investigation is initiated, and which is specifically related to the conduct of the unit member under investigation. Material does not include audio recorded interviews of witnesses, or investigative leads captured during the investigative process. All materials will be made available to the unit member and/or his

representative in the draft investigation prior to the investigative review process (IRP).

For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to his administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.

During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

**Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.**

5. A unit member under investigation, and the association, will be notified in writing every 3 months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.
6. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days, the unit member may request that the PLEA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.
7. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.
8. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.
9. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.

10. As the certified bargaining unit for all unit 4 members, all finalized investigations (that the unit member has authorized via a checkbox on the IRC form) will be provided to the Association monthly.
- C. A unit member has the right to present his own grievance, in person or by legal counsel.
- D. Unit members are entitled to representation if an **overall "Not Met" performance evaluation** is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the **performance evaluation**.
- E.
1. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of his choosing. When a city directed work fitness/job performance medical evaluation process is completed, the employee may request his/her medical information from the city doctor. The city agrees to give the city doctor a release to give the information to the requesting employee.
  2. No unit member shall have any adverse comments entered into his departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, he may receive a copy of the adverse comment.
  3. A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental or divisional personnel file which may be adverse in nature.
  4. **Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):**

**Final sustained discipline of suspension or higher of the following;**

- **The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;**
- **The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest;**
- **The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;**

- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
  - The employee is under the influence of alcohol or illegal drugs on the job;
  - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
  - The employee committed a violation of the City's Ethics Policy;
  - The employee committed an act of dishonesty;
  - The employee committed an act meeting the elements of a felony; or
  - The employee has committed a Class 3 violation of use of force.
5. A Supervisory Counseling is a **documented** warning **presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.**
  6. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- F. A unit member and his Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.
1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.
  2. The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by an Association representative at either meeting.
    - a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or his representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or his representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied **electronically** if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.
4. The unit member may, at his discretion, appear before the Board with an Association representative of his choosing and may state his reasons why the proposed action is unjustified. The unit member and his representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.
5. The unit member may submit relevant written matter in support of his position.
6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.
  - a. At least 10 days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning his involvement in the matter under investigation that is made available to the UFB Board members.
  - b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.
  - c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.
7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems

relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.

**a. The timeline for written notice of a Loudermill hearing resulting from an arrest for a felony crime under color of authority will be at the discretion of the Police Chief.**

8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.

G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing him of the specific nature of the investigation, his status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.

1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for his use throughout the entire course of the interview.
2. The unit member will be provided a copy of all the interview/interrogation in digital media format.
3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or his designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative

investigation may be reassigned (may include reassignment to his home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.
  5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB) **or other appropriate City entity**.
  6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.
  7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PLEA representative.
  8. The unit member or the unit member's representative may make a request to the Chief, or his designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.
  9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.
- H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. **The affected employee** attending any IRP, DRB, UFB, DAC, Grievance meeting, **Civil Service Appeal**, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.
- J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have 3 hours to consult with an Association representative.

- K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.
- L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.
- M. A unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.

Written Reprimands:	12 months from date of NOI
Class I Discipline:	12 months from date of NOI
Class II Discipline:	18 months from date of NOI
Class III Discipline:	24 months from date of NOI

- N. If a polygraph examination is required of a unit member, an Association representative may monitor the interview and examination from the monitoring room. Monitoring will include both visual and audio. A unit member will be allowed an association representative during the post exam interviews. The PSB Investigator will also have the right to be present.
- O. If an employee is not given **their performance evaluation** by the annual review date, the employee may request **the** merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the **performance evaluation** is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the **performance evaluation** annual review date.
- P. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.
- Q. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.

- R. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).
- S. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.
- T. Progressive Discipline time periods will be based on date of the NOI.

**Section 1-5: Prohibition of Strike and Lockouts**

- A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.

- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
  - 1. Discipline up to and including discharge.
  - 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

## **ARTICLE 2: Grievance/Arbitration/Labor Management**

### **Section 2-1: Grievance Procedure**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. Informal Resolution
  - 1. As a matter of good labor-management relations, unit members who believe that they have a bona fide grievance **will** discuss and attempt to resolve it with **the appropriate lowest level of supervision**.
  - 2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.
- B. Definition of Grievance
  - 1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this

Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.
4. **The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.**

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the **Commander/Administrator**, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The **Commander/Administrator**, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the **division** head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The **division** head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

Member – A City department head on a rotating schedule.

Member – **The President of another union, other than the Grievant's, representing employees with the City of Phoenix.**

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to

them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City law.
- iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

#### D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance of the deadline.

#### E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

#### F. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at

the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member that is a party Grievant must be named in such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

**Section 2-2: Labor-Management Committee**

- A. There shall be a Labor-Management Committee consisting of up to 6 representatives of the Association and up to 6 representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.
- B. The Committee shall meet **as needed by union request**, quarterly at mutually scheduled times. **Parties may mutually agree to meet more frequently.**
- C. The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- D. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per unit member per meeting.
- E. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- F. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or designee.

### Section 2-3:

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of management in attempt to seek resolution before escalating issues up the chain of command.

## ARTICLE 3: Compensation/Wages

### Section 3-1: Wages

A. In year one of this agreement, the economic value of ongoing total compensation increases will equal **1.5%**. Unit 4 employees will also receive a **non-continuous** payment equal to the economic value of **2.5%** total compensation. **Finally, unit employees will also receive an additional ongoing increase equal to the economic value of 0.5% of total compensation and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals. This will be paid as follow:**

1. A **2.40%** base wage increase effective **the first full pay period in July 2021**.
2. A **non-continuous** payment of **6.38%** of base wage in year one, **to be paid out on the first paycheck in December 2021**.

In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 4 employees will also receive a **non-continuous** payment equal to the economic value of **2.5%** total compensation. **This will be paid as follows:**

1. A **1.81%** base wage increase effective **the first full pay period in July 2022**.
2. A **non-continuous** payment of **5.33%** of base wage in year two, **to be paid out on the first paycheck in December 2022**.

**The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.**

- B. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer\*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.
- C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer\*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.
- D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer\*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.
- E. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer\*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment C.
- F. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.
- G. **Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.**
- H. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- I. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.
- J. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

### **Section 3-1A: Productivity Enhancement Pay**

In recognition of dedicated public service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for unit members:

- A. Pay Benefit:

1. In December 2021, May 2022, December 2022, and May 2023, a unit **employee** who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive \$80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of \$1,040, annual maximum of \$2,080 at 20 years.
2. In December 2021, May 2022, December 2022, and May 2023, a unit **employee** at 20 years and one day of continuous full-time service shall receive \$125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of \$2,000, annual maximum of \$4,000 at 22 years or more.

B. Qualifications:

1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.
2. Effective July 1, 1999, a unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.
5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

1. The City will make adjustments to an employee's Productivity Enhancement payment within 30 days of the qualifying date.

### Section 3-1B: Career Enhancement Pay

Effective July 14, 2008, Career Enhancement Pay (CEP) will be paid to qualified unit members at the levels fixed below:

1. CEP Level 1 pay shall be \$1,903.20 per year (\$73.20 per pay period).
2. CEP Level 2 pay shall be \$3,806.40 per year (\$146.40 per pay period).
3. CEP Level 3 pay shall be \$5,709.60 per year (\$219.60 per pay period).
4. CEP Level 4 pay shall be \$7,612.80 per year (\$292.80 per pay period).

### Section 3-1C: Training Pay

- A. **Master** Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional 5% of their **base hourly** rate of pay for every day they are assigned to an officially authorized field training position.
- B. **Field Training Officers who train in place** or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% **base hourly rate of** pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their **base hourly** rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
  1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.
  2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
  3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.
- D. **Detectives whom the department selects to conduct department-approved new Detective training; will receive an additional 5% of their base rate of pay for every day the Detective is training.**

## **Section 3-1D: Compensation for Interpreting and Translation by Sworn Police Officers**

### **A. Purpose**

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.
2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

### **B. Payment Authorization**

Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

### **C. Performance Activities Approved for Special Compensation**

1. Verbal interpretation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
2. Written translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
3. Signing interpretation and translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

### **D. Compensation**

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of \$10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-7, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

### **E. Supervisory Authorization**

Authorization must be provided by a sworn police supervisor in each case. Written notification which includes a listing of the specific time periods for which the premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

### **Section 3-2: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Police **Chief** or his designees.
- C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of 300 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of 300 hours, he will be paid the difference.
- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.
- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.
- G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-2 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-2B, but shall be compensated at a minimum of 1 hour at 1-

1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.

- H. After 4 consecutive hours of overtime, a unit member shall be entitled to a paid meal break of 1/2 hour, but in no event shall a unit member be entitled to more than one such meal break for every 8 consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second 1/2 hour paid meal break, he shall have worked on an overtime basis for a minimum of 4 hours beyond the end of his regularly scheduled 10 hour work shift.

- I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional 30 minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first 30 minutes of the meal period.
- J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a 7 calendar day period, as the squad he was on when the injury/illness occurred. After the 7 days, he may be reassigned to new duty hours and/or N-days.
- L. A unit member who scheduled a leave day 30 calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-2A and/or Section 3-2B, in addition to the leave day.
- M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-2A. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

### **Section 3-2A: Court Time Overtime**

- A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-2B of this Memorandum.

1. Court time overtime shall be continuous time compensated consistent with Section 3-2, subsection C.
  2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.
  3. **If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.**
- B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

### **Section 3-2B: Call-Out Pay**

- A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-2, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified. The compensation will continue up to 30 minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

- C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.
- D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-2, subsection C.

### **Section 3-3: Out-of-Rank Pay**

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.
- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.

- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

### **Section 3-4: Sick Leave Conversion at Retirement**

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.
2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.
3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A unit member who has accumulated a minimum of nine hundred (900) hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to 35% of his base hourly wage for all hours in excess of 450 hours; or
2. A unit member who has accumulated a minimum of 1286 qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to 60% of his base hourly for all hours in excess of 386 hours.
3. Commencing July 1, 1998, a unit member who has accumulated a minimum of 1714 hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to 60% of his base hourly wage for all hours.
4. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have one hundred 150 hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this

benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

5. The payments described in numbers 1 through 4 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.
2. The unit member shall verify in writing the computations of the Employee Benefits Division.
3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

**Section 3-4A: Sick Leave Payout**

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

**Section 3-5: Night Shift Differential/Weekend Shift Differential**

- A. A unit member shall receive \$.60 per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.
- B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.
- C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.
- D. A unit member shall receive \$.25 per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

### **Section 3-6: Stand-By Pay**

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that he is not otherwise on duty and the unit member complies with departmental regulations incident thereto, he shall be compensated as follows: \$60.00 on the unit member's non-work day and \$40.00 on a work day.
- B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained **by any detail in the department.**

### **Section 3-6A: Court Time Standby Pay**

- A. When a unit member receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he was not notified 12 hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional 1 hour of pay at 1-1/2 times his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival at the duty location **or participation in virtual appearance begin**. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.

- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; **Mental Health Court**; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

### **Section 3-7: Off-Duty Employment**

- A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate supervisor.
- B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.
- C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's **wellness, welfare, or** performance is adversely affected.
- D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

### **Section 3-8: Jury Duty**

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

### **Section 3-9: Deferred Compensation and Defined Contribution Plans**

- A. **The City's contribution to DCP will continue at 2.56%.**
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the

Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.

- C. Discuss alternatives to the Union's participation in the City's Deferred Compensation Plans.
- D. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

### **Section 3-10: Non-Direct Payment of Compensation or Benefits**

Various sections of this Memorandum contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

## **ARTICLE 4: Hours of Work/Working Conditions**

### **Section 4-1: Work Schedules**

- A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The 8 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of 30 minutes. When work demands permit, with a supervisor's approval, a unit member may combine this 30 minute meal period with one of his 15 minute rest periods described under Subsection D of this Article to achieve a 45 minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.

- B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The 10 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.
- C. All unit four members assigned to patrol squads with beat responsibility only will work the work schedule defined in subsection B of this section (4/10's) through June 30, **2023**.
- D. If a unit member's normal duty hours are changed with less than 7 days' notice, then the unit member is entitled to premium pay.

If a unit member's normal "N" days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8's schedule:
  - A change in normal duty hours: 2 hours at their base hourly rate of pay.
  - One "N" day change: 4 hours at their regular rate of pay.
  - Two "N" days changed: 20 hours at their regular rate of pay.
- For a unit member assigned to a 4/10's schedule:
  - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
  - One "N" day change: 5 hours at their regular rate of pay.
  - Two "N" days changed: 10 hours at their regular rate of pay.
  - Three "N" days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations Order 9.1 is exempt from this section.

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

- E. When used in the context of this Article, "Operational Needs" will be defined as: Service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.
- F. In addition to all duties as assigned by the Police **Chief** or his designees, work hours shall continue to include 2 15 minute rest periods as work demands allow.
- G. There shall be a minimum of 15 hours off between shifts, 13 hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described 15 hour period, 13 hour period for a unit member working a 4/10 schedule. A unit member assigned to **a specialty bureau** may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

- H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.
- I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed 4 hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.
- L. **"On duty" training will be approved at the Division Chief level.**

## **Section 4-2: Seniority**

- A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance**

- A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.
- B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.
- C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.

In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.

- D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.

- E. During the next 12 months, the City will participate in Labor-Management meetings to discuss alternatives to the Union's participation in the Health Care Plans currently provided by the City.

### **Section 5-1A: Retiree Health Insurance**

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.
- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of \$6.00 per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

### **Section 5-2: Dental Insurance**

- A. The City shall pay the full premium costs for single coverage **for employees enrolled in the base HMO or PPO plan.** and 75% of the premium costs for family coverage for a City dental plan.
- B. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

### **Section 5-3: Life Insurance**

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at \$15,000. The City will continue the current policy for death in the line of duty at \$100,000.00.
- B. Effective August 1, 2001, the City will increase the \$35,000.00 line of duty life and dismemberment insurance coverage to each unit member to \$100,000.00.
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

#### **Section 5-4: Long-Term Disability Insurance**

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. **Applicants must apply for benefits they may be eligible to receive.** After an established 90 calendar day qualifying period, the plan will provide up to 66-2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.
- B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

#### **Section 5-5: Holidays and Vacation Leave**

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-2, Overtime.

- A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 excluding overtime pay.
- B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day  
Martin Luther King, Jr's Birthday  
President's Day  
Caesar Chavez Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two Personal Leave Days\* & \*\*

\* After 6 months of continuous service.

\*\* Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.
2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for 8 hours of holiday pay. The additional 2 hours necessary to receive 10 hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only 8 hours of pay. Alternatively, the unit member may work for 2 hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 hours, excluding overtime pay.

E. A unit member will continue to receive holiday pay while on industrial leave.

F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.

- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
1. Through 5 years of service 8 hrs. per month
  2. 6th through 10th year of service 10 hrs. per month
  3. 11th through 15th year of service 11 hrs. per month
  4. 16th through 20th year of service 13 hrs. per month
  5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

Additionally, 80 hours of vacation time can be accumulated above the maximum vacation carryover into the last 3 years of service. These hours must be used as paid time off prior to retirement.

- J. Vacation accrual, carryover and compensation at separation is as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5 <sup>th</sup>	8	232	280
6 <sup>th</sup> - 10 <sup>th</sup>	10	280	340
11 <sup>th</sup> - 15 <sup>th</sup>	11	304	370
16 <sup>th</sup> - 20 <sup>th</sup>	13**	352	430
21 <sup>st</sup> +	15**	400	490

\*\* In the last three years of service an additional 80 hours may be carried over into a new calendar year.

**During the 2021-2023 MOU, a workgroup will be formed with participants from City management and include a leader from PLEA for the purpose of exploring the possible creation of a Citywide bank of hours supplied by**

**vacation cutback hours for use by employees with approved donation petitions. The workgroup will submit a recommendation to the City Manager before the end of the 2021-2023 MOU.**

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to 40 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

### **Section 5-5A: Out-of-State Vacation Recall**

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Police **Chief**, or designee, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

### **Section 5-5B: Military Leave**

- A. Definition
  - 1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.
  - 2. This leave will be granted without loss of pay or other employment rights.
- B. Leave Guidelines
  - 1. National Guard and Military Reserve leave time will be calculated using working days.
  - 2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.
  - 3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).

4. Travel time will not be allowed in addition to inclusive dates shown on requests.
5. A copy of the Military Orders will accompany leave requests.

**Section 5-6: Uniform, Clothing and Equipment Allowance**

A. Department-issued equipment, as follows:

1. The Police Department will furnish to each unit member entering the department the following:
  - 1 Uniform Belt
  - 1 Handcuff Case
  - 1 Holster
  - 1 Helmet
  - 1 **Magazine Pouch**
  - 1 Service Weapon
  - 1 Pepper Spray Holder
  - 1 Pepper Spray Canister
  - 1 Pair of Handcuffs and Key
  - 1 Uniform Breast Badge
  - 1 Flat Badge with Case
  - 1 (pair) Puncture resistant gloves

The department also agrees to provide spit masks on a continuous basis.

2. Pilot's equipment list as follows:

The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

- 2 Nomex (or equivalent in quality) Flight Suits
- 1 Flight Helmet
- 1 Standard Headset

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.

B. A unit member will receive \$1,150 clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.

- C. A new unit member will receive an initial fiscal year uniform allowance equal to 1/12 of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first 60 days of employment.
- D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.
- E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 2 months or longer, shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.
- F.
  1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
TRU***	\$320
Detectives*	\$320
Bike Officers**	\$320
Honor Guard	\$320

\* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

\*\* Bicycles will be furnished by the City. To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each fiscal year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
Detectives	\$320
TRU***	\$320
Bike Officers**	\$320
Honor Guard	\$320

The provisions of Subsection D of this Section shall apply to this Subsection.

\*\* To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper notice of schedule change will occur if the shift is outside of the unit members normal work hours.

\*\*\* TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000.
2. **At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.**
3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above \$1,000 reimbursement every 5 years.

H.

1. The City agrees to reimburse a unit member for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the unit member, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	\$250
Business Dress	\$100

Sport Coat	\$150
Dress Shirt	\$50
Dress Trousers	\$75
Dress Skirt	\$75
All Shoes	\$100
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	\$100
Glasses and contacts RX	ALL
Sunglasses -non-RX	\$80
Watches	\$80
Jewelry	\$75
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	\$100
Ballistic Vest	ALL
Service Weapon and (up to cost of City weapon) authorized attached accessories	

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
  3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
  4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.
- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
  - J. Upon retirement, **with Chief approval**, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for \$1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for \$1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline

receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

- K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:
1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for \$1.00.
  2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.
- L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, **Downtown Operations Unit, and Airport Bureau** will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:
- Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of \$500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

### **Section 5-7: Reimbursement for Education Expenses**

- A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
1. For the **2021-2023** fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
  2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Police **Chief** and the Human Resources Director as provided in existing regulations.
  3. Unit members shall be allowed to use up to \$500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

### **Section 5-8: Leave of Absence**

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to 10 hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

### **Section 5-9: Workers' Compensation**

- A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

## **ARTICLE 6: Miscellaneous**

### **Section 6-1: Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

- C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

### **Section 6-2: Copies of Memorandum**

Within 60 days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

### **Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding**

- A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police **Chief**, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B. The Association recognizes the powers, duties and responsibilities of the Police **Chief** as set forth in the Charter and Ordinances and that pursuant thereto the Police **Chief** has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.
- C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Police **Chief**, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

### **Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum**

- A. Within 60 days from the date this Memorandum is adopted by the City Council, the Department shall **provide electronic** copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible.

- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

### **Section 6-5: Physical Fitness**

- A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.

- B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":
- Must adhere to Operations Order 4.1 (Meals and Breaks);
  - Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
  - Adhere to Operations Order 3.7 (Industrial Injuries);
  - Must limit their activity to Strength Training/Cardio Training;
  - May not work out on their "Code 7" during overtime shifts; and,
  - May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

### **Section 6-6: Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2021**, up to the beginning of the first regular pay period commencing in July **2023**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein,

during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.

- C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

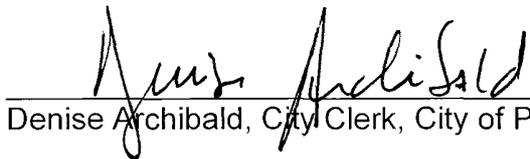
IN WITNESS WHEREOF, the parties have set their hands this 25 of May, 2021.

  
Darrell Kriplean, Chief Negotiator, Phoenix Law Enforcement Association (PLEA)

  
Xavier Frost, Deputy Human Resources Director/Labor Relations, City of Phoenix

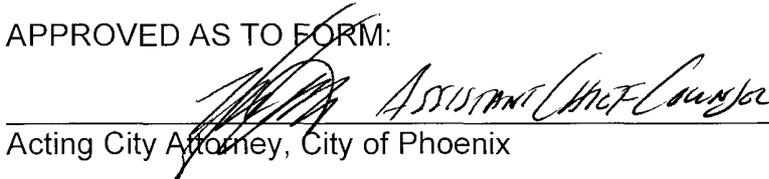
  
Ed Zuercher, City Manager, City of Phoenix

ATTEST:

 06/23/2021  
Denise Archibald, City Clerk, City of Phoenix



APPROVED AS TO FORM:

  
Acting City Attorney, City of Phoenix

PLEA Team:  
Darrell Kriplean, Chief Negotiator  
Micheal London  
Toby Sexton  
Michael Thomas  
Yvette Bro  
John Maxwell  
Becky Maldonado (Scribe)

City of Phoenix Team:  
Xavier Frost, Deputy HR Director, Labor Relations  
Michael Kurtenbach, Executive Assistant Police Chief  
Gabriel Lopez, Assistant Police Chief  
Brian Freudenthal, Commander  
Matthew Siekmann, Commander  
Tobin Daily, Public Safety HR Liaison  
Mark Bizik, Management Assistant II  
Marie Rabusa, Management Intern (Scribe)

## **ATTACHMENT A**

### **DRUG TESTING**

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment B.

# ATTACHMENT B

## RETIREE HEALTH CONTRIBUTION

### City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

### Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)\*

Retiree only not on Medicare	\$150.00
Retiree & family not on Medicare	\$260.00
Retiree only on Medicare	\$100.00
Retiree - one with Medicare	\$215.00
Retiree - all on Medicare	\$170.00

\*Rates shown are for the 2012 calendar year. For current rates, see <http://www.psprs.com/>

# ATTACHMENT C

## Unit 4 – Police Officers WAGES

### Police Officer, Job Code 62210

STEP	Effective July 12, 2021			Effective July 11, 2022		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
1	22.76	1,820.80	47,341	23.17	1,853.60	48,194
2	23.96	1,916.80	49,837	24.39	1,951.20	50,731
3	25.34	2,027.20	52,707	25.80	2,064.00	53,664
4	26.82	2,145.60	55,786	27.31	2,184.80	56,805
5	28.41	2,272.80	59,093	28.92	2,313.60	60,154
6	30.04	2,403.20	62,483	30.58	2,446.40	63,606
7	31.75	2,540.00	66,040	32.32	2,585.60	67,226
8	34.27	2,741.60	71,282	34.89	2,791.20	72,571
9	37.79	3,023.20	78,603	38.47	3,077.60	80,018

### Police Officer\*Pilot, Job Code 62211

STEP	Effective July 12, 2021			Effective July 11, 2022		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	39.21	3,136.80	81,557	39.92	3,193.60	83,034

### Police Officer\*Rescue Pilot, Job Code 62212

STEP	Effective July 12, 2021			Effective July 11, 2022		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	40.67	3,253.60	84,594	41.41	3,312.80	86,133

### Police Officer\*Flight Instr, Job Code 62213

STEP	Effective July 12, 2021			Effective July 11, 2022		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	42.20	3,376.00	87,776	42.96	3,436.80	89,357

### Police Officer\*Chief Pilot, Job Code 62214

STEP	Effective July 12, 2021			Effective July 11, 2022		
	HOURLY	BI-WEEKLY	STEP	HOURLY	BI-WEEKLY	STEP
1	43.75	3,500.00	91,000	44.54	3,563.20	92,643



# PHOENIX LAW ENFORCEMENT ASSOCIATION

*The Professional Association of Phoenix Police Officers Since 1975*

Jeff Barton, City Manager  
City of Phoenix  
200 W Washington St  
Phoenix, AZ 85003

December 1, 2022

RE: Meet and Confer 2023

Dear Jeff,

In accordance with Section 2-218B of the Meet and Confer ordinance, the Phoenix Law Enforcement Association provides this notice of our intent to engage in wage and benefit negotiations beginning January of 2023.

During the course of negotiations, proposals will be submitted for your consideration. All mutual agreements shall be subject to ratification.

Sincerely,

Darrell Kriplean  
President  
Phoenix Law Enforcement Association



# City of Phoenix

## Results

Meeting Location:  
City Council Chambers  
200 W. Jefferson St.  
Phoenix, Arizona 85003

### City Council Formal Meeting

---

Wednesday, December 7, 2022

2:30 PM

phoenix.gov

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**\*\*\*Once finalized, the approved minutes will supersede this document and serve as the permanent record of this meeting and results.\*\*\***

#### **CALL TO ORDER AND ROLL CALL**

#### **BOARDS AND COMMISSIONS**

- 1 Mayor and Council Appointments to Boards and Commissions

**This item was approved.**

#### **LIQUOR LICENSES, BINGO, AND OFF-TRACK BETTING LICENSE APPLICATIONS**

- 2 Liquor License - Mercadito Chapin

**This item was recommended for approval.**

- 3 Liquor License - Sicilian Butcher

**This item was recommended for approval.**

- 4 Liquor License - Yasha from Russia

**This item was recommended for approval.**

- 5 Liquor License - Special Event - Arizona Matsuri

**This item was recommended for approval.**

- 6 Liquor License - Marz Market

**This item was recommended for approval.**

- 7 Liquor License - Special Event - Arizona Super Bowl Host Committee

**This item was recommended for approval.**

- 8 Liquor License - 125 Lounge

**This item was recommended for approval.**

- 9 Liquor License - Miel de Agave

**Exhibit 4**

**This item was recommended for approval.**

- 10 Liquor License - Sauvage Wine Bar + Shop

**This item was recommended for approval.**

- 11 Liquor License - Selection Sauvage

**This item was recommended for approval.**

- 12 Liquor License - Special Event - Community Food Connections, Inc.

**This item was recommended for approval.**

**PAYMENT ORDINANCE (Ordinance S-49194) (Items 13-18)**

- 13 Baggage Airline Guest Services, Inc.

**This item was adopted.**

- 14 GBD Labs, LLC doing business as Crosswalk Labs

**This item was adopted.**

- 15 Phoenix Sister Cities, Inc.

**This item was adopted.**

- 16 BTE Body Company, Inc.

**This item was adopted.**

- 17 Settlement of Claim(s) Espinoza v. City of Phoenix

**This item was adopted.**

- 18 Settlement of Claim(s) Miller v. City of Phoenix

**This item was adopted.**

**ADMINISTRATION**

- 19 Canvass of Vote - November 2022 City Council Election

**This item was approved.**

- \*20 \*\*\*ADDITIONAL INFORMATION (SEE ATTACHED MEMOS)\*\*\* Union  
Comments on Proposed Changes to Memoranda of Understanding

**This item was approved as revised.**

- 21 Proposed 35th Avenue and Carter Road Annexation - Public Hearing

**The hearing was held.**

- 22** Acceptance and Dedication of Easements and Deeds for Sidewalk, Public Utility and Roadway Purposes (Ordinance S-49207)

**This item was adopted.**

- 23** Acceptance of an Access Easement Between 50th Street and Interstate 10 from Kyrene Elementary School District No. 28 (Ordinance S-49210)

**This item was adopted.**

- 24** Authorization to Sell City-owned Real Property Near 75th Avenue and Baseline Road to Salt River Project (Ordinance S-49198)

**This item was adopted.**

- 25** Acquisition of Real Property for Roadway Improvements along the Grand Canal at Indian School Road (Ordinance S-49200)

**This item was adopted.**

- 26** Acquisition of Real Property for a Pedestrian and Bicycle Path along the Grand Canal between 47th and 75th Avenues (Ordinance S-49212)

**This item was adopted.**

- 27** Acquisition of Real Property for Sidewalk Improvements along 7th Avenue from Mountain View Road to Cheryl Drive, and along Mountain View Road from 7th Avenue to 3rd Drive (Ordinance S-49208)

**This item was adopted.**

- 28** Service and Repair of Appliances - IFB 18-213 - Amendment (Ordinance S-49216)

**This item was adopted.**

- 29** Citywide Fence Supply and Service - Requirements Contract - IFB 18-207 - Amendment (Ordinance S-49223)

**This item was adopted.**

- 30** Real-Time Captioning (CART) and Sign Language Interpreter Services - ADSPO 13-00002282 - Amendment (Ordinance S-49232)

**This item was adopted.**

- 31** Printing of Optical Scan Ballots and Ballot Packet Assembly Contract - EXC 20-060 - Request for Award (Ordinance S-49238)

**This item was adopted.**

- 32** Background Screening and In-Processing/Onboarding Services Contract (Ordinance S-49219)

**This item was adopted.**

- 33** Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-49204)

**This item was adopted.**

- 34** Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-49215)

**This item was adopted.**

### **COMMUNITY SERVICES**

- 35** Request to Enter Into a Lease Agreement with the Deer Valley Unified School District for a Modular Classroom for the Head Start Birth to Five Program and to Sublease to Head Start Birth to Five Program Partners (Ordinance S-49202)

**This item was adopted.**

- 36** Request to Enter Into an Agreement to Provide Caregiver Supportive Services with A.T. Still University of Health Sciences - CarePlaCe Program (Ordinance S-49209)

**This item was adopted.**

- 37** Request to Amend Contract with Community Bridges, Inc for COVID-19 Related Homeless Services - Street Outreach (Ordinance S-49213)

**This item was adopted.**

- 38** Request to Retroactively Accept and Disburse Nina Mason Pulliam Charitable Trust Grant Funds (Ordinance S-49224)

**This item was adopted.**

- 39** Request to Enter into Agreements to Provide Refugee and Immigrant Services (Ordinance S-49227)

**This item was adopted.**

- 40** Request to Retroactively Accept American Association of Retired Persons Foundation Digital Skills Ready@50+ Grant Funds (Ordinance S-49228)

**This item was adopted.**

- 41 Request to Enter into an Agreement with Vander Weele Group, LLC for Home Visit Rating Scale Observation Services (Ordinance S-49231)

**This item was adopted.**

- 42 Phoenix Public Library's Fiscal Year 2022-23 Application for Arizona State Library's State Grants-In-Aid Funds

**This item was approved.**

- 43 Maintenance of Environmental Units at Pueblo Grande Museum Requirements Contract - IFB 23-024 Request for Award (Ordinance S-49211)

**This item was adopted.**

- 44 First Things First Grant Application and IGA (Ordinance S-49230)

**This item was adopted.**

- 45 Community Development Block Grant Funded Housing Rehabilitation Americans with Disabilities Act Modifications Program Request For Proposal Issuance Request

**This item was approved.**

- 46 Flood Irrigation Repair and Replacement Services Contract (Ordinance S-49225)

**This item was adopted.**

### **ECONOMIC DEVELOPMENT**

- 47 Arizona Office of Economic Opportunity AZQUEST Grant (Ordinance S-49218)

**This item was adopted.**

- 48 Amend Ordinance - Redevelopment and Purchase Agreement (City Contract No. 147086) with High Street Fillmore, LLC. and High Street Fillmore Phase 2, LLC. (Ordinance S-49222)

**This item was adopted.**

- 49 Authorization to enter into a license with Steel & Spark, LLC for the installation of Temporary Structures for Activation of City-Owned Lots in Downtown Phoenix (Ordinance S-49226)

**This item was adopted.**

- 50** Theatrical Spotlights Contract - IFB 20-006 Request for Award (Ordinance S-49203)

**This item was adopted.**

- 51** Operable Wall Inspection, Maintenance and Repair Contract - RFA PCC 22-007 Request for Award (Ordinance S-49214)

**This item was adopted.**

### **PUBLIC SAFETY**

- 52** \*\*\*ITEM CORRECTED (SEE ATTACHED MEMO)\*\*\* (CONTINUED FROM JUNE 1 AND SEPT. 21, 2022) - Sale of Unclaimed and Forfeited Firearms Contract - Requirements Contract - RFP 22-113 (Ordinance S-48689)

**This item was withdrawn.**

- 53** Aircraft Parts and Services- IFB 18-137 - Amendment (Ordinance S-49197)

**This item was adopted.**

- 54** Fixed Wing Airplane Contract RFP 22-094 - Request for Award (Ordinance S-49201)

**This item was adopted.**

- 55** Fire Department Automatic Aid Agreement (Ordinance S-49233)

**This item was adopted.**

- 56** Intergovernmental Agreement with Maricopa County for Participation in the Securing the Cities Program (Ordinance S-49234)

**This item was adopted.**

- 57** Add Sworn Positions in Fire Department for Staffing Relief (Ordinance S-49237)

**This item was adopted.**

- 58** Wiretap Intercept System - Requirements Contract - RFA 19-015 - Amendment (Ordinance S-49206)

**This item was adopted.**

### **TRANSPORTATION AND INFRASTRUCTURE**

- 59** Hydrant Fueling System Modification (Ordinance S-49196)

**This item was adopted.**

- 60** Heating, Ventilation, Air Conditioning, Refrigeration Systems, Components, Equipment/Controls, Maintenance, Repair, and Installation Services - AVN RFP 19-009 - Amendment (Ordinance S-49221)

**This item was adopted.**

- 61** Ground Lease with KOR Medical Arizona, LLC. (Ordinance S-49235)

**This item was adopted.**

- 62** Geosynthetic Liner Purchase for State Route 85 Landfill, Cell 2 - IFB 23-SW-019 Requirements Contract (Ordinance S-49199)

**This item was adopted.**

- 63** Fuel Terminal Services - Contract Recommendation (Ordinance S-49220)

**This item was adopted.**

- 64** Amend City Code - Section 36-158, Schedule I, Local Speed Limits at 27 Locations (Ordinance G-7062)

**This item was adopted.**

- 65** Answering and Dispatching Services - RFP 63-2307 - Request for Award (Ordinance S-49195)

**This item was adopted.**

- 66** Street Transportation Department Soils and Materials Testing On-Call Services for Calendar Years 2023-24 (Ordinance S-49217)

**This item was adopted.**

- 67** Salt River Project Construction License for Subsurface Utility Excavation Purposes for Lift Station 48 Redundant Force Main - WS90501007-1 (Ordinance S-49229)

**This item was adopted.**

- 68** Arizona Department of Transportation Off System Bridge Program Call for Projects through Maricopa Association of Governments in Federal Fiscal Year 2023 (Ordinance S-49236)

**This item was adopted.**

- 69** End Shores Contract - IFB 2223-WDD-512 - Request for Award (Ordinance S-49205)

**This item was adopted.**

**PLANNING AND ZONING MATTERS**

- 70 Final Plat - Desert Park 5 - PLAT 220009 - Northwest Corner of Desert Park Lane and 14th Street

**This item was approved.**

- 71 Final Plat - 7th St. Industrial-Phase 2 - PLAT 220021 - Northeast Corner of 10th Street and Hammond Lane

**This item was approved.**

- 72 Final Plat - Elevate on the Preserve Amended - PLAT 220098 - Southeast Corner of Central Avenue and Dobbins Road

**This item was approved.**

- 73 Amend City Code - Ordinance Adoption - Rezoning Application Z-47-22-1 - Southwest Corner of 35th Avenue and Paradise Lane (Ordinance G-7058)

**This item was denied.**

- 74 Amend City Code - Ordinance Adoption - Rezoning Application Z-SP-5-22-1 - Southwest Corner of 35th Avenue and Paradise Lane (Ordinance G-7059)

**This item was denied.**

- 75 Amend City Code - Ordinance Adoption - Rezoning Application Z-57-22-4 - Southeast Corner of 7th Street and Whitton Avenue (Ordinance G-7060)

**This item was adopted.**

- 76 Amend City Code - Ordinance Adoption - Rezoning Application Z-41-22-8 (2333 Thomas PUD) - Approximately 270 Feet West of the Southwest Corner of 24th Street and Thomas Road (Ordinance G-7057)

**This item was adopted.**

- 77 Amend City Code - Ordinance Adoption - Rezoning Application Z-58-22-8 - Southeast Corner of 44th Street and Mckinley Street (Ordinance G-7061)

**This item was adopted.**

- 78 \*\*\*REQUEST TO CONTINUE (SEE ATTACHED MEMO)\*\*\* (CONTINUED FROM OCT. 12, 2022) - Public Hearing - Appeal of Hearing Officer Decision - Abandonment of Right-of-Way - ABND 220011 - 4640 East Camelback Heights Way

**This item was continued to the Feb. 15, 2023 City Council Formal Meeting.**

- \*79** \*\*\*REQUEST TO WITHDRAW (SEE ATTACHED MEMO)\*\*\* (CONTINUED FROM MARCH 2, APRIL 6, JUNE 1 AND SEPT. 7, 2022) - Public Hearing and Ordinance Adoption - Rezoning Application Z-20-21-4 - Approximately 1,300 Feet North of the Northeast Corner of Central Avenue and Indian School Road (Ordinance G-6964)

**This item was withdrawn.**

- 80** (CONTINUED FROM NOV. 2, 2022) - Public Hearing and Ordinance Adoption - Planning Hearing Officer Application PHO-1-22--Z-26-15-4 - Northwest Corner of Central Avenue and Pierson Street (Ordinance G-7053)

**The hearing was held. This item was approved per the Planning Commission recommendation with addition of Stipulation 9, with adoption of the related ordinance.**

- 81** Public Hearing/Formal Action - PCD Major Amendment - Rezoning Application Z-91-C-99-2 - Approximately 815 Feet West of the Northwest Corner of North Valley Parkway and Dove Valley Road

**The hearing was held. This item was approved per the Dec. 6, 2022 memo from the Planning and Development Assistant Director.**

- 82** Public Hearing and Ordinance Adoption - Rezoning Application Z-16-22-1 - Approximately 300 Feet South of the Southwest Corner of 31st Avenue and Dynamite Boulevard (Ordinance G-7063)

**The hearing was held. This item was approved per the Planning Commission recommendation with a modification to Stipulation 3, with adoption of the related ordinance.**

- 83** (CONTINUED FROM NOV. 2, 2022) - Public Hearing and Ordinance Adoption - Planning Hearing Officer Application PHO-2-22--Z-47-17-8 - Approximately 130 feet North of the Northwest Corner of 19th Avenue and Latona Lane (Ordinance G-7054)

**The hearing was held. This item was approved as revised per the Dec. 7, 2022 memo from the Planning and Development Assistant Director, with adoption of the related ordinance.**

- \*84** \*\*\*ADDITIONAL INFORMATION (SEE ATTACHED MEMO)\*\*\* Public Hearing and Resolution Adoption - General Plan Amendment GPA-DSTV-3-22-2 - Mayo Boulevard between 40th Street and the Loop 101 Freeway, and Tatum

Boulevard between Deer Valley Drive and Mayo Boulevard (Resolution 22087)

**The hearing was held. This item was approved per the Planning Commission recommendation, with adoption of the related resolution.**

### **ADD-ON ITEMS**

**\*85** \*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Intergovernmental Agreement with Arizona State Land Department to Require and Fund Street Improvements in North Phoenix (Ordinance S-49239)

**This item was adopted as revised per the Dec. 6, 2022 memo from the Planning and Development Assistant Director.**

### **REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

### **000 CITIZEN COMMENTS**

### **ADJOURN**



## City of Phoenix

January 3, 2023

Mr. Darrell Kriplean  
President  
PLEA  
[REDACTED]

Dear Darrell:

The City received your letter of intent to negotiate for 2023 in response to requirements established in the Meet and Confer Ordinance, Phoenix City Code § 2-218(B), which states:

On or before December 1 of any year in which meeting and conferring is authorized by this ordinance and the terms of memorandums of understanding in effect pursuant thereto, authorized employee organizations shall submit their proposed memorandum of understanding in writing to the City Manager or his designee, and shall file a copy thereof with the City Clerk as a public record.

Although your letter does not fulfill the Union's obligation under the Meet and Confer Ordinance, this letter serves as the City of Phoenix's response in compliance with City Code § 2-218(E). The expectation is that PLEA will fully comply with the Phoenix City Code in all future negotiations.

The City is looking forward to working cooperatively with you during the upcoming negotiation process. In the meantime, if you have any questions, please don't hesitate to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Perkiser".

Jason Perkiser  
Assistant Human Resources Director, Labor Relations

C: Jeff Barton, City Manager  
David Mathews, Human Resources Director  
City Clerk Department

**Exhibit 5**



December 19, 2022

City of Phoenix  
City Clerk Dept.  
200 W. Washington, 15<sup>th</sup> Floor  
Phoenix, AZ 85003  
pr@phoenix.gov

Subj: Public Records Request – PLEA Draft MOU, etc.

**SENT VIA E-MAIL AND ONLINE PORTAL**

To Whom It May Concern:

Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by government agencies. *See* ARIZ. REV. STAT. § 39-121.01(A)(2).

Pursuant to Arizona Revised Statutes § 39-121 *et seq.*, we respectfully request the following public records in your custody:

- 1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.**
- 2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.**
- 3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.**

Electronic production of records and information is preferable and acceptable.

We request your response as soon as possible. If responsive records cannot be produced within ten (10) business dates, please contact us with your progress and expected completion date.

Additionally, if some records are available prior to the production of other records, please provide on a rolling or continuing basis as the records are available.

**Exhibit 6**

This request is for a non-commercial purposes, and copies of records will not be used for a commercial purpose. *See* ARIZ. REV. STAT. § 39-121.03.

We are willing to pay up to \$100.00 for copies of the public records requested. Please note, however, an agency may not charge a fee for any search costs incurred when producing public records. *See* ARIZ. REV. STAT. § 39-121.01(D)(1); *Hanania v. City of Tucson*, 128 Ariz. 135 (App. 1980).

Should you have any questions regarding this request, please do not hesitate to contact me at [pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org) or by calling our main office at 602-462-5000.

Thank you for your prompt attention to this matter.

Sincerely yours,



Parker Jackson  
Law Clerk  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

**From:** [Jonathon S Neitzel](#)  
**To:** [Parker Jackson](#)  
**Subject:** Public Records Request - PLEA Draft MOU & Communications  
**Date:** Thursday, January 5, 2023 7:55:12 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[Communications.pdf](#)

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*Good morning Parker,*

*Thank you for submitting your public records request to the City of Phoenix. After reviewing your request for draft PLEA MOUs for 7/1/2023, proposals being negotiated, and communications regarding "PLEA's failure to submit a draft MOU" we have attached the communication that was sent to PLEA that relates to your request.*

*For items 1 and 2, any working drafts of MOUs and any proposals submitted during negotiations are not disclosable until filed with the City Clerk's office. Until filing, these documents are intended as working material to establish a mutually agreed upon product between the bargaining unit and the City: the final MOU that is available after filing with the City Clerk's office.*

Thank you,

**Jonathon Neitzel**  
**Public Records Specialist**

City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**Exhibit 7**

**From:** [Parker Jackson](#)  
**To:** [Jonathon S Neitzel](#)  
**Cc:** [Jonathan Riches](#)  
**Subject:** RE: Public Records Request - PLEA Draft MOU & Communications  
**Date:** Thursday, January 5, 2023 11:38:00 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Phoenix Records Request Letter Dec. 19, 2022.pdf](#)  
[image002.png](#)

---

Jonathon,

Good morning to you as well. We have reviewed the public records response to our initial public records request (attached for reference). Thank you for sending.

As you know, the public's right to inspect public records may only be curtailed if one of three narrow exceptions apply: **(1) records made confidential by statute, (2) records that include privacy information, or (3) if the disclosure of the records would harm the best interests of the state.** See *Scottsdale Unified Sch. Dist. No. 48 of Maricopa Cty. v. KPNX Broad. Co.*, 191 Ariz. 297, 300 (1998). As you also likely know, if the City believes a specific, enumerated exception to the public records law applies to prevent disclosure of otherwise public records, the burden is squarely on the City to establish an exception in the law. See *Mitchell v. Superior Court*, 142 Ariz. 332, 335 (the burden of demonstrating that some harm will result to the state in disclosure "is on the party that seeks non-disclosure rather than the party that seeks access").

Can you please provide the basis for withholding the draft MOUs and MOU proposals, and what exception to public disclosure, if any, the City is claiming applies to these records?

Please also consider this email a request pursuant to A.R.S. 39-121.01(D)(2), for "an index of records or categories of records that have been withheld *and the reasons* the records or categories of records have been withheld..." (emphasis added).

Thank you,

**Parker Jackson**

**Staff Attorney**

Goldwater Institute | [www.GoldwaterInstitute.org](http://www.GoldwaterInstitute.org) | 602.633.8997

*The Goldwater Institute accomplishes real results for liberty by working in state courts, legislatures, and communities nationwide to advance, defend, and strengthen the freedom guaranteed by the constitutions of the United States and the fifty states.*

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---

**From:** Jonathon S Neitzel <[jonathon.neitzel@phoenix.gov](mailto:jonathon.neitzel@phoenix.gov)>  
**Sent:** Friday, January 13, 2023 2:06 PM  
**To:** Parker Jackson <[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)>  
**Cc:** Jonathan Riches <[jriches@goldwaterinstitute.org](mailto:jriches@goldwaterinstitute.org)>  
**Subject:** RE: Public Records Request - PLEA Draft MOU & Communications

Good afternoon Parker,

Thank you for your patience as I checked back with our team regarding your inquiry. We confirmed that the negotiations process is still in its initial stages and we don't have any drafts of MOUs or proposals on file to give at this moment in time. At this time, we will provide our attached certificate of no record for your review.

Thank you,

**Jonathon Neitzel**  
**Public Records Specialist**

City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)

CONNECTION  
CENTER



**DATE:** January 13, 2023  
**TO:** Parker Jackson  
Goldwater Institute  
**FROM:** Sheree Rucker  
Human Resources Officer, Custodian of Records

**RE:** *Public Records Request – PLEA Proposals and MOU Drafts*

We were unable to produce records you requested on **12/19/2022** because:

- All record(s) requested do not exist.
- Some record(s) requested do not exist.
- Records are part of an active recruitment and cannot be disclosed.
- Records are part of an active investigation and cannot be disclosed.
- Other:

If you have questions regarding this request, please contact me at (602) 495-5700 or by e-mail at [hrc@phoenix.gov](mailto:hrc@phoenix.gov).

**From:** [Jonathon S Neitzel](#)  
**To:** [Parker Jackson](#)  
**Cc:** [Jonathan Riches](#)  
**Subject:** RE: Public Records Request - PLEA Draft MOU & Communications  
**Date:** Tuesday, January 17, 2023 3:53:10 PM  
**Attachments:** [image001.png](#)  
[image006.png](#)  
[image008.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)

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Good afternoon Parker,

Thank you so much for your inquiry in regards to the certificate of no records. Yes, when producing the certificate of no record to you, I am stating that no drafts of the MOU or proposals exist as of the date of the certificate. I did select "some records" as you pointed out due to the fact that there were responsive records provided for other items of that same request.

To answer your question on your proposed timeline to request the same items; we can only process requests as you submit them through our online database.

Thank you,

**Jonathon Neitzel**  
**Public Records Specialist**

CONNECTION CENTER  
City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)



---

**From:** Parker Jackson <pjackson@goldwaterinstitute.org>  
**Sent:** Friday, January 13, 2023 3:01 PM  
**To:** Jonathon S Neitzel <jonathon.neitzel@phoenix.gov>  
**Cc:** Jonathan Riches <jriches@goldwaterinstitute.org>  
**Subject:** RE: Public Records Request - PLEA Draft MOU & Communications

Jonathon,

Thank you for the update and certificate. We noted that the certificate states that "Some record(s) requested do not exist," rather than "All record(s) requested do not exist." I assume this is solely because of the letter produced in response to Request 3. Could you please confirm that **no** draft MOUs or MOU proposals exist as of the date of this email (i.e. that "All record(s) requested [per

**Exhibit 10**

Requests 1 and 2] do not exist.")?

Please note that given the current lack of responsive documents and the anticipated negotiation process which presumably will result in responsive records, we plan to submit renewed requests each week. Is there a less burdensome way to handle such an ongoing request?

Thanks again,

**Parker Jackson**

**Staff Attorney**

Goldwater Institute

| [https://link.edgepilot.com/s/22e8fdco/7sRM2YEHEkCDr9sYemKDsA?](https://link.edgepilot.com/s/22e8fdco/7sRM2YEHEkCDr9sYemKDsA?u=http://www.goldwaterinstitute.org/[goldwaterinstitute.org])  
[u=http://www.goldwaterinstitute.org/\[goldwaterinstitute.org\]](http://www.goldwaterinstitute.org/[goldwaterinstitute.org]) | 602.633.8997

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---

**From:** Jonathon S Neitzel <[jonathon.neitzel@phoenix.gov](mailto:jonathon.neitzel@phoenix.gov)>  
**Sent:** Friday, January 13, 2023 2:06 PM  
**To:** Parker Jackson <[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)>  
**Cc:** Jonathan Riches <[jriches@goldwaterinstitute.org](mailto:jriches@goldwaterinstitute.org)>  
**Subject:** RE: Public Records Request - PLEA Draft MOU & Communications

Good afternoon Parker,

Thank you for your patience as I checked back with our team regarding your inquiry. We confirmed that the negotiations process is still in its initial stages and we don't have any drafts of MOUs or proposals on file to give at this moment in time. At this time, we will provide our attached certificate of no record for your review.

Thank you,

**Jonathon Neitzel**  
**Public Records Specialist**

City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)

CONNECTION  
CENTER



January 20, 2023

City of Phoenix  
City Clerk Dept.  
200 W. Washington, 15<sup>th</sup> Floor  
Phoenix, AZ 85003  
pr@phoenix.gov

Subj: RENEWED Public Records Request – PLEA Draft MOU, etc.

**SENT VIA E-MAIL AND ONLINE PORTAL**

To Whom It May Concern:

Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by government agencies. *See* ARIZ. REV. STAT. § 39-121.01(A)(2).

Pursuant to Arizona Revised Statutes § 39-121 *et seq.*, we respectfully request the following public records in your custody:

- 1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.**
- 2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.**
- 3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.**

Electronic production of records and information is preferable and acceptable.

We request your response as soon as possible. If responsive records cannot be produced within ten (10) business dates, please contact us with your progress and expected completion date.

Additionally, if some records are available prior to the production of other records, please provide on a rolling or continuing basis as the records are available.

**Exhibit 11**

This request is for a non-commercial purposes, and copies of records will not be used for a commercial purpose. *See* ARIZ. REV. STAT. § 39-121.03.

We are willing to pay up to \$100.00 for copies of the public records requested. Please note, however, an agency may not charge a fee for any search costs incurred when producing public records. *See* ARIZ. REV. STAT. § 39-121.01(D)(1); *Hanania v. City of Tucson*, 128 Ariz. 135 (App. 1980).

Should you have any questions regarding this request, please do not hesitate to contact me at [pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org) or by calling our main office at 602-462-5000.

Thank you for your prompt attention to this matter.

Sincerely yours,



Parker Jackson  
Law Clerk  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

**From:** [Jonathon S Neitzel](#)  
**To:** [Parker Jackson](#)  
**Cc:** [PRR Coordinator](#); [Jonathan Riches](#)  
**Subject:** RE: Status of Renewed Records Request?  
**Date:** Friday, February 3, 2023 4:32:33 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Good afternoon Parker,

Thank you for checking back in with me regarding your public records request that you submitted on January 20<sup>th</sup>. Your request for proposals and drafts of MOUs between the City of Phoenix and PLEA has been denied by the City. The City does not produce proposals exchanged during table discussions when processing public records requests for materials related to negotiations under the City's Meet and Confer or Meet and Discuss Ordinances. Releasing those types of materials could create a chilling effect on the parties' willingness to candidly engage with each other and it would hinder the negotiations process.

The third item in your request that is duplicated from your previous request has already received a response and there are no additional records to provide.

Thank you,

**Jonathon Neitzel**  
**Public Records Specialist**

City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
Fax 602-534-1179  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)

CONNECTION CENTER



---

**From:** Parker Jackson <pjackson@goldwaterinstitute.org>  
**Sent:** Friday, February 03, 2023 2:45 PM  
**To:** Jonathon S Neitzel <jonathon.neitzel@phoenix.gov>  
**Cc:** PRR Coordinator <prr@phoenix.gov>; Jonathan Riches <jriches@goldwaterinstitute.org>  
**Subject:** Status of Renewed Records Request?

Jonathon,

Could you please provide an update on the status of our renewed records request—submitted two weeks ago—regarding the pending PLEA MOU and negotiations? We have received no response

**Exhibit 12**

other than the receipt below. Given the nature of the renewed request, we would specifically like to know if any responsive records have been created or received since you sent us the Certificate of No Record on January 13.

Thank you,

**Parker Jackson**

**Staff Attorney**

Goldwater Institute | [https://link.edgepilot.com/s/21771a2c/\\_D9b9zRSgUio5SZ\\_82vJ4A?u=http://www.goldwaterinstitute.org/\[goldwaterinstitute.org\]](https://link.edgepilot.com/s/21771a2c/_D9b9zRSgUio5SZ_82vJ4A?u=http://www.goldwaterinstitute.org/[goldwaterinstitute.org]) | 602.633.8997

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---

**From:** Public Records Request <[no-reply@phoenix.gov](mailto:no-reply@phoenix.gov)>  
**Sent:** Friday, January 20, 2023 5:11 PM  
**To:** Parker Jackson <[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)>  
**Subject:** Your Public Records Request Has Been Received

Thank you for contacting the City of Phoenix. Your request number is: Jackson-01/20/2023-5:10PM.

If you would like to submit an attachment to accompany your request, please forward this email with your attachment to [PRR@phoenix.gov](mailto:PRR@phoenix.gov). Maximum file size is 20MB, attachment types: PDF, TIFF, JPG, GIF, DOC, or DOCX.

The City of Phoenix responds to public records requests in accordance with ARS §39-121. If you have any questions, please contact us at [PRR@phoenix.gov](mailto:PRR@phoenix.gov) and reference the request number above.

Police, Fire and Court records are not maintained or accessible by this system. To submit a records request for these agencies, please contact Police

([https://link.edgepilot.com/s/920a97cf/\\_4U\\_yWc8ck6wEIGHMKx-qA?u=https://phxpublicsafety.dynamics365portals.us/\[link.edgepilot.com\]](https://link.edgepilot.com/s/920a97cf/_4U_yWc8ck6wEIGHMKx-qA?u=https://phxpublicsafety.dynamics365portals.us/[link.edgepilot.com])), Fire ([https://link.edgepilot.com/s/3d678d58/3AwoKfeoDk6zca9kVWNeHg?u=https://www.phoenix.gov/fire/services/public-records/\[link.edgepilot.com\]](https://link.edgepilot.com/s/3d678d58/3AwoKfeoDk6zca9kVWNeHg?u=https://www.phoenix.gov/fire/services/public-records/[link.edgepilot.com])) or the Municipal Court ([https://link.edgepilot.com/s/f067c186/B4yRuzDIm02ERn9jKq\\_G8g?u=https://www.phoenix.gov/court/recordsrequest/\[link.edgepilot.com\]](https://link.edgepilot.com/s/f067c186/B4yRuzDIm02ERn9jKq_G8g?u=https://www.phoenix.gov/court/recordsrequest/[link.edgepilot.com])) directly.

Description of Public Request:  
January 20, 2023

City of Phoenix  
City Clerk Dept.  
200 W. Washington, 15th Floor  
Phoenix, AZ 85003  
[pr@phoenix.gov](mailto:pr@phoenix.gov)

Subj: RENEWED Public Records Request – PLEA Draft MOU, etc.

SENT VIA E-MAIL AND ONLINE PORTAL

To Whom It May Concern:

Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by government agencies. See ARIZ. REV. STAT. § 39-121.01(A)(2).

Pursuant to Arizona Revised Statutes § 39-121 et seq., we respectfully request the following public records in your custody:

1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.
2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.
3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.

Electronic production of records and information is preferable and acceptable.

We request your response as soon as possible. If responsive records cannot be produced within ten (10) business dates, please contact us with your progress and expected completion date.

Additionally, if some records are available prior to the production of other records, please provide on a rolling or continuing basis as the records are available.

This request is for a non-commercial purposes, and copies of records will not be used for a commercial purpose. See ARIZ. REV. STAT. § 39-121.03.

We are willing to pay up to \$100.00 for copies of the public records requested. Please note, however, an agency may not charge a fee for any search costs incurred when producing public records. See ARIZ. REV. STAT. § 39-121.01(D)(1); *Hanania v. City of Tucson*, 128 Ariz. 135 (App. 1980).

Should you have any questions regarding this request, please do not hesitate to contact me at [pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org) or by calling our main office at 602-462-5000.

Thank you for your prompt attention to this matter.

Sincerely yours,

Parker Jackson  
Law Clerk  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

Thank you,  
City of Phoenix Communications Office

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February 8, 2023

***SENT VIA E-MAIL AND CERTIFIED MAIL***

Ms. Julie Kriegh, City Attorney  
City of Phoenix  
200 West Washington Street, 13<sup>th</sup> Floor  
Phoenix, AZ 85003  
julie.kriegh@phoenix.gov

Subj: Goldwater Institute Public Records Request

Dear Ms. Kriegh:

The Goldwater Institute (“Institute”) submitted a public records request to the City of Phoenix (“City”) on December 19, 2022, seeking public information pertaining to the negotiations process for a Memorandum of Understanding (“MOU”) between the City and the Phoenix Law Enforcement Association (“PLEA”). Specifically, we requested the following public information:

1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.
2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.
3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.

On January 5, 2023, the City produced one document responsive to Request No. 3—a January 3, 2023 letter to PLEA President Darrell Kriplean from the City’s Assistant Human Resources Director for Labor Relations, Jason Perkiser.

On January 13, 2023, the City sent a “Certificate of No Record” covering Request Nos. 1 and 2.

Following some additional clarifying emails, the Institute then submitted a renewed request for the information on January 20. Attachment 1.

Receiving no response other than an automated confirmation that our request was received, we followed up by email again on February 2.

On February 3, the City notified us that our request had been denied, claiming that “proposals exchanged during table discussions” are not subject to public release because “[r]eleasing those types of materials could create a chilling effect on the parties’ willingness to candidly engage with each other and it would hinder the negotiations process.” Attachment 2.

As you know, Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by local government agencies. *See* Ariz. Rev. Stat. § 39-121.01(A)(2).

Pursuant to A.R.S. 39-121.01(D)(1), “[a]ny person may request to examine or be furnished copies ... of any public record ... . The custodian of such records shall promptly furnish such copies...” (emphasis added).

There is a strong legal presumption in favor of disclosure of public records. “If a document falls within the scope of the public records statute, then the presumption favoring disclosure applies.” *Griffis v. Pinal Cnty.*, 215 Ariz. 1, 5 ¶ 13 (2007); *see also Cox Ariz. Publ’ns, Inc. v. Collins*, 175 Ariz. 11, 14 (1993) (holding that the “burden fell squarely upon [the] public official, to overcome the legal presumption favoring disclosure.”)

The public’s right to inspect public records may only be curtailed if one of three narrow exceptions apply: **(1) records made confidential by statute, (2) records that include privacy information, or (3) if the disclosure of the records would harm the best interests of the state.** *See Scottsdale Unified Sch. Dist. No. 48 v. KPNX Broad. Co.*, 191 Ariz. 297, 300 ¶ 9 (1998).

If the City believes a specific, enumerated exception to the public records law applies to prevent disclosure of otherwise public records, the burden is squarely on the City to establish an exception in the law. *See Mitchell v. Super. Ct.*, 142 Ariz. 332, 335 (1984) (the burden of demonstrating that some harm will result to the state in disclosure “is on the party that seeks non-disclosure rather than on the party that seeks access”).

As you are no doubt aware, Arizona’s public records laws do not have an exception for collective bargaining proposals, including those created for or exchanged during the negotiation process. Indeed, if such an exemption existed, it would undermine the entire purpose of the public records law—open and transparent government—by shutting the public out of the collective bargaining process. This is particularly true in light of City Code § 2-218(B), which *requires* public transparency of the bargaining process between the City and government labor unions.

Based on the foregoing, we believe the City’s actions violate Arizona’s public records law.

Ms. Julie Kriegh  
February 8, 2023  
Page 3 of 4

Please accept this letter as a renewed request for all materials responsive to Request Nos. 1 and 2, as well as any additional records responsive to Request No. 3 that are created or received between February 2, 2023 and the date you respond to this letter.

Please also consider this letter as a request pursuant to A.R.S. 39-121.01(D)(2), for “an index of records or categories of records that have been withheld and the reasons the records or categories of records have been withheld ...” (emphasis added). If you believe these records may be withheld under an actual, legally recognized exception to the public records laws, please state the exception, your reasoning as to why it applies, and any other basis for withholding public information.

Please advise the soonest date on which you anticipate releasing the records requested or providing a response.

Based on the initial denial of our request, and the purported basis for that denial, we will treat any additional delay in responding to this letter as further disregard for our right to access public records. Given the time-sensitive nature of our request and the ongoing MOU negotiations, should you fail to **respond by February 15, 2023**, we will pursue our right to inspect these records in a special action filed in superior court pursuant to A.R.S. § 39-121.02. Please note that statute calls for the award of attorney fees and costs if the party seeking records prevails.

I look forward to working with you to quickly resolve this matter. Should you have any questions in the meantime, please do not hesitate to contact me.

Sincerely,



Parker Jackson  
Staff Attorney  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
pjackson@goldwaterinstitute.org

Attachments

Ms. Julie Kriegh  
February 8, 2023  
Page 4 of 4

cc: (via email only)

Jeff Barton, City Manager  
jeffrey.barton@phoenix.gov

Public Records Coordinator  
pr@phoenix.gov

Jonathon S. Neitzel, Public Records Specialist  
jonathon.neitzel@phoenix.gov

Danny Inglese, Assistant City Attorney  
danny.inglese@phoenix.gov

# **Attachment 1**



January 20, 2023

City of Phoenix  
City Clerk Dept.  
200 W. Washington, 15<sup>th</sup> Floor  
Phoenix, AZ 85003  
pr@phoenix.gov

Subj: RENEWED Public Records Request – PLEA Draft MOU, etc.

**SENT VIA E-MAIL AND ONLINE PORTAL**

To Whom It May Concern:

Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by government agencies. *See* ARIZ. REV. STAT. § 39-121.01(A)(2).

Pursuant to Arizona Revised Statutes § 39-121 *et seq.*, we respectfully request the following public records in your custody:

- 1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.**
- 2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.**
- 3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.**

Electronic production of records and information is preferable and acceptable.

We request your response as soon as possible. If responsive records cannot be produced within ten (10) business dates, please contact us with your progress and expected completion date.

Additionally, if some records are available prior to the production of other records, please provide on a rolling or continuing basis as the records are available.

This request is for a non-commercial purposes, and copies of records will not be used for a commercial purpose. *See* ARIZ. REV. STAT. § 39-121.03.

We are willing to pay up to \$100.00 for copies of the public records requested. Please note, however, an agency may not charge a fee for any search costs incurred when producing public records. *See* ARIZ. REV. STAT. § 39-121.01(D)(1); *Hanania v. City of Tucson*, 128 Ariz. 135 (App. 1980).

Should you have any questions regarding this request, please do not hesitate to contact me at [pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org) or by calling our main office at 602-462-5000.

Thank you for your prompt attention to this matter.

Sincerely yours,



Parker Jackson  
Law Clerk  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

# **Attachment 2**

## Parker Jackson

---

**From:** Jonathon S Neitzel <jonathon.neitzel@phoenix.gov>  
**Sent:** Friday, February 3, 2023 4:32 PM  
**To:** Parker Jackson  
**Cc:** PRR Coordinator; Jonathan Riches  
**Subject:** RE: Status of Renewed Records Request?

Good afternoon Parker,

Thank you for checking back in with me regarding your public records request that you submitted on January 20<sup>th</sup>. Your request for proposals and drafts of MOUs between the City of Phoenix and PLEA has been denied by the City. The City does not produce proposals exchanged during table discussions when processing public records requests for materials related to negotiations under the City's Meet and Confer or Meet and Discuss Ordinances. Releasing those types of materials could create a chilling effect on the parties' willingness to candidly engage with each other and it would hinder the negotiations process.

The third item in your request that is duplicated from your previous request has already received a response and there are no additional records to provide.

Thank you,



**Jonathon Neitzel**  
**Public Records Specialist**

City of Phoenix | Human Resources  
251 West Washington Street  
1<sup>st</sup> Floor | HR Connection Center  
Phoenix, Arizona 85003  
Fax 602-534-1179  
[Jonathon.Neitzel@Phoenix.gov](mailto:Jonathon.Neitzel@Phoenix.gov)



---

**From:** Parker Jackson <pjackson@goldwaterinstitute.org>  
**Sent:** Friday, February 03, 2023 2:45 PM  
**To:** Jonathon S Neitzel <jonathon.neitzel@phoenix.gov>  
**Cc:** PRR Coordinator <prr@phoenix.gov>; Jonathan Riches <jriches@goldwaterinstitute.org>  
**Subject:** Status of Renewed Records Request?

Jonathon,

Could you please provide an update on the status of our renewed records request—submitted two weeks ago—regarding the pending PLEA MOU and negotiations? We have received no response other than the receipt below. Given the nature of the renewed request, we would specifically like to know if any responsive records have been created or received since you sent us the Certificate of No Record on January 13.

Thank you,

**Parker Jackson**

## Staff Attorney

Goldwater Institute

| [https://link.edgepilot.com/s/21771a2c/D9b9zRSgUio5SZ\\_82v\]4A?u=http://www.goldwaterinstitute.org/g/\[goldwaterinstitute.org](https://link.edgepilot.com/s/21771a2c/D9b9zRSgUio5SZ_82v]4A?u=http://www.goldwaterinstitute.org/g/[goldwaterinstitute.org) | 602.633.8997

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**From:** Public Records Request <[no-reply@phoenix.gov](mailto:no-reply@phoenix.gov)>  
**Sent:** Friday, January 20, 2023 5:11 PM  
**To:** Parker Jackson <[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)>  
**Subject:** Your Public Records Request Has Been Received

Thank you for contacting the City of Phoenix. Your request number is: Jackson-01/20/2023-5:10PM.

If you would like to submit an attachment to accompany your request, please forward this email with your attachment to [PRR@phoenix.gov](mailto:PRR@phoenix.gov). Maximum file size is 20MB, attachment types: PDF, TIFF, JPG, GIF, DOC, or DOCX.

The City of Phoenix responds to public records requests in accordance with ARS §39-121. If you have any questions, please contact us at [PRR@phoenix.gov](mailto:PRR@phoenix.gov) and reference the request number above.

Police, Fire and Court records are not maintained or accessible by this system. To submit a records request for these agencies, please contact Police ([https://link.edgepilot.com/s/920a97cf/4U\\_yWc8ck6wEIGHMKx-gA?u=https://phxpublicsafety.dynamics365portals.us/\[link.edgepilot.com\]](https://link.edgepilot.com/s/920a97cf/4U_yWc8ck6wEIGHMKx-gA?u=https://phxpublicsafety.dynamics365portals.us/[link.edgepilot.com])), Fire ([https://link.edgepilot.com/s/3d678d58/3AwoKfeoDk6zca9kVWNeHg?u=https://www.phoenix.gov/fire/services/public-records\[link.edgepilot.com\]](https://link.edgepilot.com/s/3d678d58/3AwoKfeoDk6zca9kVWNeHg?u=https://www.phoenix.gov/fire/services/public-records[link.edgepilot.com])) or the Municipal Court ([https://link.edgepilot.com/s/f067c186/B4yRuzDIm02ERn9jKq\\_G8g?u=https://www.phoenix.gov/court/recordsrequest\[link.edgepilot.com\]](https://link.edgepilot.com/s/f067c186/B4yRuzDIm02ERn9jKq_G8g?u=https://www.phoenix.gov/court/recordsrequest[link.edgepilot.com])) directly.

Description of Public Request:  
January 20, 2023

City of Phoenix  
City Clerk Dept.  
200 W. Washington, 15th Floor  
Phoenix, AZ 85003  
[prp@phoenix.gov](mailto:prp@phoenix.gov)

Subj: RENEWED Public Records Request – PLEA Draft MOU, etc.

SENT VIA E-MAIL AND ONLINE PORTAL

To Whom It May Concern:

Arizona law and public policy require open and transparent government. To that end, Arizona has broad public records laws favoring disclosure of records made and kept by government agencies. See ARIZ. REV. STAT. § 39-121.01(A)(2).

Pursuant to Arizona Revised Statutes § 39-121 et seq., we respectfully request the following public records in your custody:

1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.
2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.
3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.

Electronic production of records and information is preferable and acceptable.

We request your response as soon as possible. If responsive records cannot be produced within ten (10) business dates, please contact us with your progress and expected completion date.

Additionally, if some records are available prior to the production of other records, please provide on a rolling or continuing basis as the records are available.

This request is for a non-commercial purposes, and copies of records will not be used for a commercial purpose. See ARIZ. REV. STAT. § 39-121.03.

We are willing to pay up to \$100.00 for copies of the public records requested. Please note, however, an agency may not charge a fee for any search costs incurred when producing public records. See ARIZ. REV. STAT. § 39-121.01(D)(1); Hanania v. City of Tucson, 128 Ariz. 135 (App. 1980).

Should you have any questions regarding this request, please do not hesitate to contact me at [pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org) or by calling our main office at 602-462-5000.

Thank you for your prompt attention to this matter.

Sincerely yours,

Parker Jackson  
Law Clerk  
Goldwater Institute  
500 E Coronado Rd  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

Thank you,  
City of Phoenix Communications Office

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
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**MS. JULIE KRIEGER, CITY OF PHX. CITY ATTORNEY**  
 Street and Apt. No., or PO Box No.  
**200 W WASHINGTON ST, 13th FL.**  
 City, State, ZIP+4®  
**PHOENIX AZ 85003**

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MS. JULIE KRIEGER, CITY ATTORNEY  
CITY OF PHOENIX  
200 W WASHINGTON ST, 13<sup>TH</sup> FL.  
PHOENIX, AZ 85003



9590 9402 4757 8344 1894 02

2. Article Number (Transfer from service label)

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A. Signature

Agent  Addressee  
*Sharon B. Carter*

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                            |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (500)  |   |

**From:** [Julie Kriegh](#)  
**To:** [Parker Jackson](#)  
**Subject:** PRR Letter  
**Date:** Friday, February 17, 2023 12:09:49 PM

---

I am in receipt of your letter requesting public records regarding the City's labor negotiations. You set a deadline to respond by February 15<sup>th</sup>, and indicated that further delay would indicate a disregard of your right to access. That is not the case here. I am meeting with City Council in executive session next Tuesday, and will be able to respond to your request by close of business on the 22nd.

Please let me know if you would like to discuss.

sincerely,  
Julie M. Kriegh  
City Attorney  
City of Phoenix Law Department

200 W. Washington St.  
Phoenix, Arizona 85003-1611  
telephone: (602) 262-6761  
7-1-1 Friendly

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**From:** [Parker Jackson](#)  
**To:** [Julie Kriegh](#)  
**Cc:** [Jonathan Riches](#)  
**Subject:** RE: PRR Letter  
**Date:** Thursday, February 23, 2023 10:22:00 AM

---

Ms. Kriegh,

Following up, does the City plan to produce the requested records, or do you have an update following Tuesday's executive session?

Sincerely,

**Parker Jackson**  
**Staff Attorney**

Goldwater Institute | [www.GoldwaterInstitute.org](http://www.GoldwaterInstitute.org) | 602.633.8997

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**From:** Parker Jackson  
**Sent:** Friday, February 17, 2023 1:22 PM  
**To:** Julie Kriegh <Julie.Kriegh@phoenix.gov>  
**Subject:** RE: PRR Letter

Thank you for the update. We will await the outcome of the executive session and your response on 2/22 prior to filing suit to compel production of the requested records.

Best,

**Parker Jackson**  
**Staff Attorney**

Goldwater Institute | [www.GoldwaterInstitute.org](http://www.GoldwaterInstitute.org) | 602.633.8997

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**Exhibit 15**

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**From:** Julie Kriegh <[Julie.Kriegh@phoenix.gov](mailto:Julie.Kriegh@phoenix.gov)>  
**Sent:** Friday, February 17, 2023 12:05 PM  
**To:** Parker Jackson <[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)>  
**Subject:** PRR Letter

I am in receipt of your letter requesting public records regarding the City's labor negotiations. You set a deadline to respond by February 15<sup>th</sup>, and indicated that further delay would indicate a disregard of your right to access. That is not the case here. I am meeting with City Council in executive session next Tuesday, and will be able to respond to your request by close of business on the 22nd.

Please let me know if you would like to discuss.

sincerely,  
Julie M. Kriegh  
City Attorney  
City of Phoenix Law Department

200 W. Washington St.  
Phoenix, Arizona 85003-1611  
telephone: (602) 262-6761  
7-1-1 Friendly

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**From:** [Julie Kriegh](#)  
**To:** [Parker Jackson](#)  
**Subject:** Public records request response  
**Date:** Thursday, February 23, 2023 4:07:48 PM  
**Attachments:** [goldwater letter w attachments.pdf](#)

---

Please see attached letter responding to your public records request.

sincerely,  
Julie M. Kriegh  
City Attorney  
City of Phoenix Law Department

200 W. Washington St.  
Phoenix, Arizona 85003-1611  
telephone: (602) 262-6761  
7-1-1 Friendly

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# City of Phoenix

OFFICE OF THE CITY ATTORNEY

**JULIE M. KRIEGH**  
City Attorney

February 23, 2023

Parker Jackson  
Staff Attorney  
GOLDWATER INSTITUTE  
500 East Coronado Road  
Phoenix, AZ 85004  
[pjackson@goldwaterinstitute.org](mailto:pjackson@goldwaterinstitute.org)

Mr. Jackson,

The City received your February 8, 2023 letter discussing your prior public records requests and renewed request for all materials responsive to the following three categories of documents:

1. All draft Memoranda of Understanding (“MOUs”) between the City of Phoenix (“the City”) and the Phoenix Law Enforcement Association (“PLEA”) contemplated for the fiscal year(s) beginning July 1, 2023.
2. All proposals for MOUs currently being negotiated—or set to be negotiated per City Code Section 2-218—between the City and PLEA concerning the fiscal year(s) beginning July 1, 2023.
3. Any communications to or from City officials regarding PLEA’s failure to submit a draft MOU for the fiscal year(s) beginning July 1, 2023.

When you submitted your initial request, the City did not have any responsive documents to Request No. 1. As of this date, the City still has no documents responsive to this request. Once a draft MOU between the City of Phoenix and PLEA is finalized, it will be released to the public for review and comment pursuant to the requirements of the City Code.

When you submitted your initial request, the City did not have any responsive documents to Request No. 2. As of this date, the City does have documents that are responsive to this request. However, the City is withholding all such responsive documents during negotiations.

As you note in your letter, the public’s right to inspect public records may only be curtailed if one of three narrow exceptions apply: (1) records made confidential by

statute; (2) records that include privacy information, or (3) if the disclosure of the records would harm the best interests of the state. The City is withholding documents responsive to Request No. 2 because disclosure of proposals exchanged during table discussions with any bargaining unit under the City's Meet and Confer Ordinance while those negotiations are ongoing would harm the best interest of the City.

Although the public's right of inspection is expansive, it is not unlimited. "While access and disclosure is the strong policy of the law, the law also recognizes that an unlimited right of inspection might lead to substantial and irreparable private or public harm; thus, where the countervailing interests of confidentiality, privacy or the best interests of the state should be appropriately invoked to prevent inspection, we hold that the officer or custodian may refuse inspection." *Carlson v. Pima County*, 141 Ariz. 487, 491, 687 P.2d 1242, 1246 (1984), citing *Mathews v. Pyle*, 75 Ariz. 76, 78-79, 251 P.2d 893, 895 (1952).

Releasing these types of materials would create a chilling effect on the parties' willingness to candidly engage with each other and would hinder the negotiations process. While negotiations are proceeding, the City does all it can to ensure the confidentiality of what happens at the bargaining meetings, including entering into confidentiality agreements with each bargaining unit. While the negotiations are proceeding, the City believes that the best interests of the City protect it from disclosing any draft proposals discussed at the bargaining table.

A public body may designate a record as confidential when releasing the record "would have an important and harmful effect on the duties of the officials or agency in question" detrimental to the best interests of the state. *Ariz. Bd. of Regents v. Phoenix Newspapers Inc.*, 167 Ariz. 254, 257-58, 806 P.2d 348, 351-52 (1991). A balancing act of countervailing interests is appropriate in weighing the possible adverse impact of disclosure against the public's right to inspection. *Id.*

When you submitted your initial request, the City did have a document responsive to Request No. 3. The City provided a copy of a January 3, 2023, letter sent to PLEA President Darrell Kriplean from Assistant Human Resources Director for Labor Relations, Jason Perkiser, see Attachment 1. Additionally, we are including public records from the December 7, 2022 formal agenda, see Attachment 2. Currently, the City has no additional documents responsive to that request and does not anticipate any additional documents.

Mr. Jackson  
February 23, 2023  
Page 3

Thank you for extending the date while the City reviewed this issue. The City takes its public disclosure responsibility very seriously and has weighed the balance of interests carefully. We appreciate your thoughtful review of these issues. Let me know if you would like to discuss.

Sincerely,  
  
JULIE M. KRIEGH  
City Attorney

Attachments: January 3, 2023, letter; December 7, 2022, formal agenda  
cc: Jeffrey J. Barton, City Manager

2363589\_1.DOC JMK/cr



## City of Phoenix

January 3, 2023

Mr. Darrell Kriplean  
President  
PLEA  
[dkriplean@azplea.com](mailto:dkriplean@azplea.com)

Dear Darrell:

The City received your letter of intent to negotiate for 2023 in response to requirements established in the Meet and Confer Ordinance, Phoenix City Code § 2-218(B), which states:

On or before December 1 of any year in which meeting and conferring is authorized by this ordinance and the terms of memorandums of understanding in effect pursuant thereto, authorized employee organizations shall submit their proposed memorandum of understanding in writing to the City Manager or his designee, and shall file a copy thereof with the City Clerk as a public record.

Although your letter does not fulfill the Union's obligation under the Meet and Confer Ordinance, this letter serves as the City of Phoenix's response in compliance with City Code § 2-218(E). The expectation is that PLEA will fully comply with the Phoenix City Code in all future negotiations.

The City is looking forward to working cooperatively with you during the upcoming negotiation process. In the meantime, if you have any questions, please don't hesitate to reach out to me.

Sincerely,

Jason Perkiser  
Assistant Human Resources Director, Labor Relations

C: Jeff Barton, City Manager  
David Mathews, Human Resources Director  
City Clerk Department



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Agenda Date: 12/7/2022, Item No. \*20

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**\*\*\*ADDITIONAL INFORMATION (SEE ATTACHED MEMOS)\*\*\* Union Comments on Proposed Changes to Memoranda of Understanding**

Under the terms of the Meet and Confer Ordinance, employee organizations are afforded an opportunity to comment after having submitted proposed changes to existing Memoranda of Understanding (MOUs) by Dec. 1, 2022.

This item on the agenda allows the unions to inform the City Council as to their priorities, concerns, and general goals for the Meet and Confer process.

The Meet and Confer Ordinance also requires that the public be given an opportunity to make comments on the union proposals at the Dec. 14, 2022, City Council meeting.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.



## City of Phoenix

**To:** Jeff Barton  
City Manager

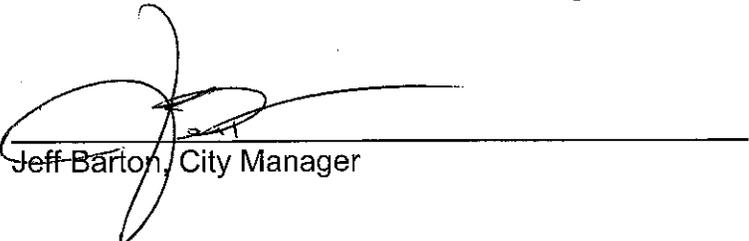
**Date:** December 5, 2022

**From:** David Mathews  
Human Resources Director

**Subject:** ADDITIONAL INFORMATION FOR ITEM #20 ON THE DECEMBER 7, 2022  
FORMAL AGENDA

The purpose of this memo is to provide additional information for Item #20 on the December 7, 2022 Formal Agenda. Attached is the following documentation the City received regarding the December 1 deadline established for authorized employee organizations (Unions) to submit their proposed memorandum of understanding. As outlined in Article XVII, Chapter 2-218 of the City Code, the Unions may present their proposals at the December 7, 2022 Council Formal Meeting. An item will also be placed on the December 14, 2022 Council Formal Meeting agenda for the public to comment on the proposals.

- Unit 1-LIUNA Local 777 Intent to Negotiate
- Unit 2-AFSCME Local 2384 Intent to Negotiate
- Unit 3-AFSCME Local 2960 Intent to Negotiate
- Unit 4-PLFA Intent to Negotiate
- Unit 5-IAFF Local 493 Intent to Negotiate



Jeff Barton, City Manager



# PHOENIX LAW ENFORCEMENT ASSOCIATION

*The Professional Association of Phoenix Police Officers Since 1975*

Jeff Barton, City Manager  
City of Phoenix  
200 W Washington St  
Phoenix, AZ 85003

December 1, 2022

RE: Meet and Confer 2023

Dear Jeff,

In accordance with Section 2-218B of the Meet and Confer ordinance, the Phoenix Law Enforcement Association provides this notice of our intent to engage in wage and benefit negotiations beginning January of 2023.

During the course of negotiations, proposals will be submitted for your consideration. All mutual agreements shall be subject to ratification.

Sincerely,

Darrell Kriplean  
President  
Phoenix Law Enforcement Association