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**IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JENNIFER WRIGHT; ERIC WNUCK; and JIM
JOCHIM,

Plaintiffs,

vs.

GREGORY J. STANTON, in his official capacity as
Mayor of the City of Phoenix; BILL GATES, in his
official capacity as member of the Phoenix City
Council and Vice Mayor; THELDA WILLIAMS, in
her official capacity as member of the Phoenix City
Council; JIM WARING, in his official capacity as
member of the Phoenix City Council; TOM
SIMPLIT, in his official capacity as member of the
Phoenix City Council; DANIEL VALENZUELA, in
his official capacity as member of the Phoenix City
Council; SAL DICICCIO, in his official capacity as
member of the Phoenix City Council; MICHAEL
NOWAKOWSKI, in his official capacity as member
of the Phoenix City Council; MICHAEL JOHNSON,
in his official capacity as member of the Phoenix City
Council; and DAVID CAVAZOS, in his official
capacity as City Manager of the City of Phoenix;
CITY OF PHOENIX; and PHOENIX POLICE
SERGEANTS AND LIEUTENANTS
ASSOCIATION.

Defendants.

Case No.

CV2013-010915

**COMPLAINT for Declaratory
and Injunctive Relief**

and

**APPLICATION FOR
ORDER TO SHOW CAUSE**

For their Complaint for Declaratory and Injunctive Relief and Application for Order to Show Cause, Plaintiffs allege:

Introduction

1. While Arizona's Public Safety and Personnel Retirement System (PSPRS) is rushing toward insolvency, the City of Phoenix is encouraging senior police officers to inflate their pensions in blatant violation of state law. City of Phoenix police, along with public safety employees from nearly 250 other local agencies, participate in PSPRS. The State of Arizona administers PSPRS, and sets the rules for system administration and participation by statute. *See* ARIZ. REV. STAT. § 38-841 *et seq.* Arizona law defines what payments count as "compensation" for pension purposes for PSPRS members. Arizona law specifically prohibits members of PSPRS from including "unused sick leave, payment in lieu of vacation, payment for unused compensatory time or payment for any fringe benefits" to increase compensation for pension calculations. *Id.* at (12).

2. Despite this explicit statutory mandate, the City of Phoenix entered into a contract with the Police Sergeants and Lieutenants Association (PPSLA) that permits senior police officers to "cash in" unused sick leave, vacation leave, compensatory time, and other fringe benefits to increase compensation for pension calculations. In other words, the City of Phoenix is permitting senior police officers to "spike" their pensions in clear violation of state law. Plaintiffs in this case seek to enforce the clear statutory language of A.R.S. § 38-842(12) and prevent an unlawful practice that is harming Phoenix taxpayers.

Parties, Jurisdiction, and Venue

3. Plaintiff Jennifer Wright is a citizen of the United States and a resident of the City of Phoenix and Maricopa County in the State of Arizona. Plaintiff Wright pays property tax and sales tax in Phoenix.

4. Plaintiff Eric Wnuck is a citizen of the United States and a resident of the City of Phoenix and Maricopa County in the State of Arizona. Plaintiff Wnuck pays property tax and sales tax in Phoenix.

5. Plaintiff Jim Jochim is a citizen of the United States and a resident of the City of Phoenix and Maricopa County in the State of Arizona. Plaintiff Jochim pays property tax and sales tax in Phoenix.

6. Defendant Greg Stanton is the Mayor of the City of Phoenix and its chief executive officer. He is sued in his official capacity only.

7. Defendant Bill Gates is a member of the Phoenix City Council, which is the legislative body for the City of Phoenix, and serves as Phoenix's Vice Mayor. He is sued in his official capacity only.

8. Defendant Jim Waring is a member of the Phoenix City Council. He is sued in his official capacity only.

9. Defendant Thelda Williams is a member of the Phoenix City Council. She is sued in her official capacity only.

10. Defendant Tom Simplot is a member of the Phoenix City Council. He is sued in his official capacity only.

11. Defendant Daniel Valenzuela is a member of the Phoenix City Council. He

is sued in his official capacity only.

12. Defendant Sal DiCiccio is a member of the Phoenix City Council. He is sued in his official capacity only.

13. Defendant Michael Nowakowski is a member of the Phoenix City Council. He is sued in his official capacity only.

14. Defendant Michael Johnson is a member of the Phoenix City Council. He is sued in his official capacity only.

15. Defendant David Cavazos is City Manager for the City of Phoenix, and is authorized to remit payments under certain contracts on behalf of the City of Phoenix. He is sued in his official capacity only.

16. Defendant City of Phoenix is a municipal corporation organized under the laws of the State of Arizona.

17. The Phoenix Police Sergeants and Lieutenants Association (PPSLA) is a public labor union that represents Phoenix Police Department members in the ranks of Sergeant and Lieutenant.

18. Jurisdiction over this action and its claims and parties is provided by A.R.S. §§ 12-123, 12-1801, and 12-1831.

19. Venue is proper pursuant to A.R.S. § 12-401.

Facts Common to All Claims

20. The Public Safety Personnel Retirement System (“PSPRS”) is a retirement system created by the Legislature of the State of Arizona to provide “a uniform, consistent and equitable” statewide program for eligible public safety personnel. ARIZ.

REV. STAT. § 38-841.

21. The Phoenix Police Department is a participating employer in PSPRS.

22. The Phoenix Police Sergeants and Lieutenants Association (“PPSLA”) is a public labor union and the exclusive “meet and discuss” representative of Phoenix Police Department members in the ranks of Sergeant and Lieutenant. PHOENIX, ARIZ., CODE § 2-226.

23. City of Phoenix Police Department members in the ranks of Sergeant and Lieutenant are employees of the City of Phoenix and members of PSPRS. ARIZ. REV. STAT. § 38-842(27).

24. Retirement benefits for members of PSPRS are governed by state law as set forth in the Arizona Revised Statutes.

25. Under state law, pensions for members of PSPRS are calculated based on an average of the highest three years of salary preceding retirement (“final average salary”).¹ ARIZ. REV. STAT. § 38-842(7). Therefore, the higher an employee’s salary in the years preceding retirement, the higher the employee’s pension.

26. Retirement eligibility for Phoenix police officers begins at twenty (20) years of creditable service. A.R.S. § 38-842(32)(A).

27. Arizona law defines what types of payments are included as “compensation” for purposes of computing retirement benefits for members of PSPRS.

28. Under state statute, “[c]ompensation does not include, for purposes of

¹ For employees who join the PSPRS after January 1, 2012, an average of the highest five years of salary is used to calculate pension benefits. ARIZ. REV. STAT. § 38-842(7).

computing retirement benefits, payment for unused sick leave, payment in lieu of vacation, payment for unused compensatory time or payment for any fringe benefit.”

ARIZ. REV. STAT. § 38-842(12).

29. On April 24, 2012, Defendant David Cavazos, Phoenix City Manager, Lori Steward, Phoenix Labor Relations Administrator, and Dave Adams, then President of PPSLA, executed a “Memorandum of Agreement” (“MOA”) between the City of Phoenix and PPSLA, a copy of which is attached as **Exhibit 1** and incorporated by reference. *Memorandum of Agreement, City of Phoenix and Phoenix Police Sergeants and Lieutenants Association, 2012-2014* (May 3, 2012).

30. Despite the clear language of A.R.S. § 38-842(12), under the MOA, the City of Phoenix permits certain police personnel, including those retiring in the ranks of Sergeant and Lieutenant, to include sick leave, vacation leave, compensatory time, and other fringe benefits as “compensation” for purposes of computing pension benefits.

31. On information and belief, most other Arizona municipalities do not include such factors in computing compensation for purposes of calculating pension benefits.

32. The City of Phoenix finances contributions made to PSPRS pursuant to the MOA through city tax revenue.

33. Plaintiffs Jennifer Wright, Eric Wnuck, and Jim Jochim pay property tax and sales tax in the City of Phoenix. Because their taxes finance Phoenix’s contributions to PSPRS, Plaintiffs are directly harmed by the city’s illegal payment of pension benefits under Phoenix’s MOA with PPSLA.

Count One—Statutory Violation

34. All previous paragraphs of the Complaint for Declaratory and Injunctive Relief and Application for an Order to Show Cause are incorporated by reference.

Payment in Lieu of Vacation

35. Under the terms of Phoenix’s MOA with PPSLA, Phoenix Police Department Sergeants and Lieutenants may receive payment in lieu of vacation as additional compensation for pension calculation purposes in direct violation of A.R.S. § 38-842(12).

36. Under state law, compensation “does not include, for purposes of computing retirement benefits . . . payment in lieu of vacation . . .” ARIZ. REV. STAT. § 38-842 (12).

37. Pursuant to the MOA, “The City and PPSLA agree that unit members who have accrued maximum vacation carryover, with seventeen years of credited service in PSPRS and 10 years of City of Phoenix service, can be paid for additional vacation leave for a one-time, three-year period.” MOA § 5-5(L).

38. This provision permits an increased “final average salary” for pension calculation purposes.

39. Therefore, MOA § 5-5(L), which explicitly permits payment in lieu of vacation, allows for such payments precisely during the timeframe in which the payments will count as pensionable earnings.

40. This provision violates A.R.S. § 38-842(12) on its face by permitting payment in lieu of vacation as compensation for pension calculation purposes.

41. Additionally, under MOA § 5-5(M)(1), “Effective July 1, 1998, unit members may sell back up to 40 hours of vacation each year” There is no prohibition in the MOA regarding *when* these vacation hours may be sold back.

42. If vacation hours were sold back pursuant to MOA § 5-5(M)(1) during the period preceding retirement such that the sale would count towards an employee’s “final average salary,” then the additional salary would also count for pension calculation purposes.

43. Such a sale of accumulated vacation leave for additional salary would also constitute payment in lieu of vacation in violation of A.R.S. § 38-842(12).

Payment for Unused Sick Leave

44. Phoenix Police Department Sergeants and Lieutenants also receive payment for unused sick leave as compensation that counts toward retirement benefits.

45. Pursuant to state statute, compensation “does not include, for purposes of computing retirement benefits, payment for unused sick leave” ARIZ. REV. STAT. § 38-842(12).

46. Under MOA § 3-4(B)(5), “A unit member who has accrued 1,714 hours or more of unused sick leave may elect to have the additional sick leave that he earns paid to him as salary on a monthly basis.”

47. This sell-back provision constitutes payment for unused sick leave during a timeframe when such payment would count as compensation for pension calculation purposes.

48. Therefore, MOA § 3-4(B)(5) permits payment for unused sick leave

included as compensation for pension calculations in direct violation of A.R.S. § 38-842(12).

Payment for Unused Compensatory Time

49. The City of Phoenix also permits payment for unused compensatory time to Phoenix Police Department Sergeants and Lieutenants for pension calculations in contravention of state law.

50. Under state statute, compensation “does not include, for purposes of computing retirement benefits . . . payment for unused compensatory time . . .” ARIZ. REV. STAT. § 38-842(12).

51. Phoenix Police Department Sergeants and Lieutenants who work beyond their regularly scheduled workweek may receive overtime. MOA § 3-2.

52. Under the terms of the MOA, “Overtime work will be compensated in either cash or compensatory time at the rate of one and one-half times the regular rate of pay” MOA § 3-2(C).

53. Compensatory time is future time off for work performed beyond an employee’s regular work schedule.

54. Pursuant to the MOA, “A unit member may be paid for accumulated compensatory time by submitting a request on a standard overtime slip to the Fiscal Management Bureau requesting payment for any portion of the compensatory time. This may be done *at any time* upon the unit member’s request, and the Fiscal Management Bureau will make such payment in the pay period following receipt of the memorandum.” MOA § 3-2(D)(1) (emphasis added).

55. Additionally, “Unit members may accumulate up to two hundred and fifteen (215) hours of compensatory time.” MOA § 3-2(D)(2).

56. Since unit members may elect to receive payment for unused compensatory time “at any time,” that election may be made and payment received during the employee’s consecutive three year period when such payment would count as “final average salary” for pension calculations.

57. As a result, payment for unused compensatory time during this timeframe would be included as compensation for pension calculation purposes in violation of A.R.S. § 38-842(12).

Payment for Fringe Benefits

58. Under their agreement with Phoenix, Phoenix Police Department Sergeants and Lieutenants may also use payment for fringe benefits, including payment for an annual uniform allowance, as salary for pension calculation purposes.

59. Pursuant to § 3-1D of the MOA, “After 17 years of credited service in PSPRS and 10 years of City of Phoenix service, a unit member may elect to have their basic annual uniform allowance converted to a bi-weekly payment for a consecutive three year period.”

60. A fringe benefit is “an employment benefit (as a pension or a paid holiday) granted by an employer that has a monetary value but does not affect basic wage rates.” MERIAM-WEBSTER, Dictionary (Encyclopedia Britannica Company, online ed., 2013) (2013).

61. By definition, all payments for items other than base salary, including sick

leave, vacation leave, and unused compensatory time, are fringe benefits, and should be excluded from pension calculations pursuant to A.R.S. § 38-842(12). A uniform allowance is a specific fringe benefit.

62. The uniform allowance conversion provision of the MOA deliberately permits payment in the years preceding retirement for a fringe benefit for pension calculation purposes in violation of A.R.S. § 38-842(12).

Application for Order to Show Cause

63. As set forth above, Defendants have entered a contractual relationship that permits the ongoing expenditure of public funds in direct violation of state law. Accordingly, pursuant to Rule 6(d), Ariz. R. Civ. P., it is appropriate and proper for this Court to issue an Order to Show Cause why the requested relief should not be granted.

Request for Relief

Plaintiffs respectfully request the following relief:

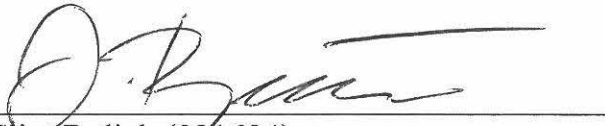
A. Declare that Sections 5-5(L), 3-4(B)(5), and 3-1D of the City of Phoenix and PPSLA MOA violate state law and preliminarily and permanently enjoin the further effect of those provisions;

B. Declare that the extent to which Sections 5-5(M)(1) and 3-2(D)(1) of the City of Phoenix and PPSLA MOA permit payment in lieu of vacation leave and payment for unused compensatory time to count for pension calculation purposes violate state law and preliminarily and permanently enjoin the further effect of those provisions.

C. Award costs and attorney fees pursuant to A.R.S. §§ 12-341, 12-348, and the private attorney general doctrine; and

D. Award such other and further relief as may be just and equitable.

RESPECTFULLY SUBMITTED this 15th day of August, 2013 by:



Clint Bolick (021684)

Jonathan Riches (025712)

Taylor Earl (028179)

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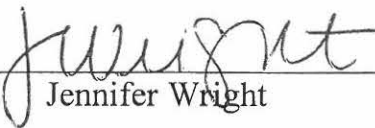
Verification in Support of Complaint and Order to Show Cause

Pursuant to Arizona Rule of Civil Procedure 80(i), Jennifer Wright declares as follows:

1. I am an individual Plaintiff in this action.
2. I have read the foregoing 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.

I declare under penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Dated: 8/13/13


Jennifer Wright

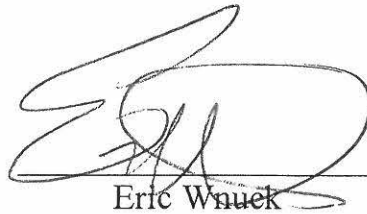
Verification in Support of Complaint and Order to Show Cause

Pursuant to Arizona Rule of Civil Procedure 80(i), Eric Wnuck declares as follows:

1. I am an individual Plaintiff in this action.
2. I have read the foregoing 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.

I declare under penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Dated: 8/14/13


Eric Wnuck

Verification in Support of Complaint and Order to Show Cause

Pursuant to Arizona Rule of Civil Procedure 80(i), Jennifer Wright declares as follows:

1. I am an individual Plaintiff in this action.
2. I have read the foregoing 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.

I declare under penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Dated: 8-12-2013



Jim Jochim

Exhibit 1

Exhibit 1

MEMORANDUM OF AGREEMENT

2012 – 2014

City of Phoenix

&

**Phoenix Police Sergeants and
Lieutenants Association**

PPSLA Agreement 2012-2014

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PROVISION 1: RIGHTS

Preamble

The parties, through their designated representatives, met and discussed in good faith pursuant to the Meet and Discuss Ordinance, issues related to salaries and fringe benefits for the Phoenix Police Sergeants and Lieutenants Association (PPSLA).

As part of good management practices, the parties have discussed other items, not to be considered part of the Meet and Discuss process, and have reached mutual agreement on those items. These items shall not be diminished except by mutual consent of the parties. Further, the parties agree to be bound by the terms of the items.

The parties acknowledge that this Meet and Discuss agreement is a document, mutually agreed upon and signed by the parties, which also contains items not previously obtained through discussion and agreement. These items are identified as "A benefit provided by the City, remains within the authority and discretion of the City Manager."

If any conflict exists between the language of this agreement and the language of applicable documents, e.g., Administrative Regulations, Personnel Rules, Pay Ordinance, etc., the language of the applicable documents shall prevail for those items identified as "a benefit provided by the City and remains within the authority and discretion of the City Manager". These items are included merely as a reference tool.

Provision 1-1: Gender/Unit Member Defined

Whenever any words used herein in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where they would apply. "Unit member" for the purpose of this agreement, is defined as Sergeants and Lieutenants, unless noted otherwise. All unit members are hourly (non-exempt), with the exceptions of Sergeant, Assign: Law Specialist and Lieutenant, Assign: Law. Unit members in these assignments are salaried (exempt), and are not eligible for overtime compensation, compensatory time, or any other forms of compensation or benefits for which hourly unit members are eligible.

Provision 1-2: City and Department Rights

- A. PPSLA 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 PPSLA 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 Meet and Discuss Agreement provided that such rules and procedures do not violate any of the specific express provisions of this Meet and Discuss Agreement.
- 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 cause, pursuant to the Personnel Rules. 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.

PPSLA Agreement 2012-2014

- 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.
- G. Except as otherwise specifically provided in this Meet and Discuss Agreement, 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 discussing to effect reorganizations of the Police Department.
- I. PPSLA recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. PPSLA pledges cooperation to increase departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police department and the police department personnel, including those set forth in this Meet and Discuss Agreement, shall be exclusively the right of the City and the Chief of Police unless otherwise provided by the express terms of this Meet and Discuss Agreement 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 Meet and Discuss Agreement are not in any way, directly or indirectly, subject to the AR 2.61 Grievance Procedure.

Provision 1-3: Rights of the Association

- A. Consistent with Phoenix City Code 2-226, PPSLA is the exclusive representative of the Phoenix Police Department Sergeants and Lieutenants. A sergeant or lieutenant, who is the subject of an internal disciplinary process, can be represented only by a sworn supervisory level employee of the Department during any part of the internal disciplinary process including administrative interviews, Investigative Review Process (IRP), or Disciplinary Review Process (DRB).
- B. **Association Release**

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated 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 Agreement. 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. PPSLA shall have two full-time release positions designated as the President of PPSLA and the **Chief Representative**. At all times the President and the **Chief Representative** shall be a full-time paid police Sergeant or Lieutenant and will at all times perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. The City agrees to pay the full cost of the PPSLA President's and the **Chief Representative's** salary and fringe benefits pursuant to this provision. It is understood that these full-time release positions and the employer shall make all contributions to the Public Safety Personnel Retirement System required by law so as to maintain the full eligibility of the incumbents in the full-time release positions under the Public Safety Personnel Retirement System.

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- b. The President and **Chief Representative** agree to be bound by the City's Personnel Rules, Administrative Regulations, and department's rules and regulations including proper notification when utilizing sick or vacation leave, and may be subject to disciplinary action for violations of any rules, regulations, general or operational orders. This requirement applies at all locations during work hours.
- c. The President and the **Chief Representative** shall participate in all appropriate training requirements necessary to maintain all required certifications and job qualifications in the department, including all training mandated by the Arizona Peace Officer Standards and Training Board (AZ POST).
- d. **The Association will keep the Labor Relations Division apprised annually of the regular work schedules of the full-time release positions.**
- e. **The City values and benefits from the participation of Association leaders on citywide 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 Association leaders. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the two full-time release positions will each be eligible for 208 hours of compensation each fiscal year.**

2. Bank of Release Hours

The Association shall have an annual bank of 325 hours of paid Association release time 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:**

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for meeting and discussing, pursuant to the Meet and Discuss Ordinance.
- For membership representation during internal investigations.
- **For Association representatives 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.**
- **For Association representatives to communicate with members, investigate grievances or prepare for hearings.**

Approval for use of paid time hereunder shall be subject to departmental operational and scheduling factors. Members of the Executive Board shall submit a leave slip pursuant to City and Department policies and procedures at least twenty-four (24) hours in advance of the requested release time.

Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PPSLA president. The number of hours used in excess of the bank at the end of the agreement term will be deducted from the bank at the start of the first year of the following agreement. Unused hours will be carried over into the first year of the next agreement to a maximum total bank of 1.5 times the annual bank.

Unit members may donate personal vacation hours to supplement the bank of release hours on an hour-for-hour basis. The maximum total donation amount allowed each fiscal year will

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be equal to one hour per unit member (as documented in the City's wage and benefit projection).

3. Certain specified PPSLA representatives have the right to represent sergeants or lieutenants **during regular working hours** in accordance with Grievance and **disciplinary investigative** procedures.
- C. **Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division**, during the term of this Agreement, the City shall furnish PPSLA bimonthly, at actual cost, a listing of all unit members, indicating name, mailing address, phone number, **Bureau, and Bureau address**.
- D. **The City will make every effort to notify PPSLA of upcoming promotions to the sergeant and lieutenant ranks and unit member retirements as soon as possible. The name, serial number, retirement date and precinct/bureau will be provided.**
- E. The Association will be allowed one (1) hour to talk to soon-to-be-promoted Sergeants and Lieutenants into the Association and to explain the rights and benefits under the PPSLA Agreement. This time will be allotted during supervisory school. 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 and shall reflect the values of the City of Phoenix.
- F. **If mutually agreed upon, PPSLA, in cooperation with management, may be invited to attend precinct/bureau/detail supervisor retreats.**
- G. Effective December 20, 2004, the association will have one (1) PPSLA position, designated in writing, on continuous paid stand-by for the mutual benefit of the City and Association to respond to critical incidents and call out as needed. No Association member will be placed on stand-by if the Association member is not available for call-out. If call-out occurs, overtime will be paid in accordance with this agreement (Provision 3.2).
- H. The City will continue to provide the PPSLA president an office at 620 W. Washington, with access to a city-networked computer.
- I. The Association may use inter-department mail **four times** each year to communicate with unit members. **The Association will sort the mailing alphabetically by Bureau and Precinct and deliver to 620 W. Washington for distribution.**
- J. With immediate supervisor's approval, and in consideration of operational needs, association business time (PW time) may be used during off-duty hours and may be substituted for on-duty leave time during the same work week. A PW slip will be used.
- K. The Association will be allowed to purchase, install and maintain one bulletin board per bureau/precinct for its sole and exclusive use for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the organization's operations. Bulletin boards provided by the Association 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 accessible to unit members. The Association will immediately remove all postings that are identified by the City as violating this provision.
- L. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues pursuant to the City's 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. Authorization for membership dues deduction shall remain in effect during the term of this Agreement unless revoked in writing by the member at times and in a manner established by the City. The City assumes no liability on account of any action taken pursuant to this paragraph.
- M. Sections 2.223 through 2.235 of the Meet and Discuss Ordinance are hereby incorporated within this

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agreement.

Provision 1-4: Rights of Unit Members

- A. All unit members have the right to have the Association serve as their "meet and discuss" representative as set forth in the Meet and Discuss Ordinance without discrimination based on membership or non-membership in PPSLA or any other organization.
- B. The City and PPSLA recognize that Sergeants and Lieutenants are part of management, but should also continue to hold rights to representation, consistent with other Police Department employees, as it pertains to grievances and discipline. To the extent allowed by law, the Police Chief agrees to grant PPSLA Association members, upon request, the following:
 - 1. Representation during the investigatory process when the Association member is the subject of an administrative investigation.
 - 2. Representation during a "Not Met" performance review appeal that reaches the Assistant Chief level.
 - 3. Representation for presentations before the DRB and CSB hearings.
 - 4. Representation to monitor the polygraph preliminary and post examination interview from the monitoring room.
 - 5. If any additional NOI's are served during the course of a misconduct interview where a PPSLA 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 PPSLA representative.
 - 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. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
 - 8. In compliance with Investigative Protocols, reasonable environmental accommodations, as determined by Police management, will be provided at the scene of a critical incident while an employee is waiting with/for a PPSLA representative (e.g., MAC Van, patrol car, etc.).
- C. Employee Files -- At the employee's request, a unit member may have documents related to disciplinary actions that are more than ten (10) years old removed from his/her **Division and department** personnel file **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 action" is defined as:
 - 1. Any discipline given an employee that resulted in a suspension of 80 or fewer hours, and,
 - 2. An infraction which did not result in criminal charges being filed and for actions which did not include violent or assaulting behavior directed at another person, or,
 - 3. Any infraction that is no longer considered to be a disciplinary matter under Police Department standards in effect at the time of the employee's file purge request.
- D. A unit member may have material of an adverse nature which is over three (3) years old removed from all 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. Performance Evaluations will be purged after three (3) years. At the annual employee evaluation, the unit member and his/her supervisor will review and **identify documents to be moved to a section marked "Inactive" in the Central HR Department personnel file from the unit member's division file**. A unit member may make an appointment with the Police Department's Fiscal Division to **identify documents to be moved to a section marked "Inactive" in the Central HR Department personnel file from his/her department file**. In the event that documentation eligible for moving to a section marked **"Inactive" in the Central HR Department personnel file has not been moved**, those documents will not be used as a basis for future discipline. Discipline Notices over five (5) years old will not be considered in disciplinary processes.
- E. The term "personnel file" includes all employee files maintained at the Police Department and the Personnel Department. In instances where some matters are in dispute, a committee will be convened to

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review the request. The three-person committee will consist of one representative of PPSLA, the Personnel Department as designated by the Personnel Director and a sworn manager from the Police Department designated by the Police Chief.

- F. A unit member under administrative investigation 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.
- G. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days from the date of the N.O.I., the unit member may request that he or the PPSLA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.
- H. During the term of this agreement, quarterly meetings will be held between members of the Professional Standards Bureau and PPSLA to discuss issues to include, but not be limited to, the length of investigations, legal issues, current trends **and potential investigator conflicts of interest**. Meetings may be waived upon mutual agreement of the parties.
- I. 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. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- J. A unit member seeking an "at request" transfer will only have discipline of a written reprimand of a relevant nature, suspension or demotion taken into consideration in the determination of a transfer. For transfers only, discipline greater than three (3) years from the date of the Notice of Investigation (NOI) will not be considered.
- K. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.
- L. The Association recognizes the right of the City and the Chief of Police to transfer employees within the Police Department in a manner most advantageous to the City. An association member, or the association at the request of the member, may request the opportunity to discuss and review 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. The transfer action could be delayed or reversed at the discretion of the Division Commander. (This paragraph does not apply to at-request transfers or transfers based on a selection process).
- M. Department information regarding citizen complaint information/procedures will contain a statement advising the complainant that any false report in an attempt to defame police personnel or place their employment in jeopardy could result in criminal charges and or civil liability.

PROVISION 2: GRIEVANCE/DISPUTE RESOLUTION PROCESS

Provision 2-1: Grievance Procedure

- A. A unit member may file a complaint concerning the interpretation or application of rules or regulations governing personnel practices, departmental work rules, working conditions, or alleged improper treatment of an employee, or this Meet and Discuss Agreement, which has not been resolved satisfactorily in an informal manner between the unit member and his/her immediate superior, in accordance with Administrative Regulation 2.61.
- B. PPSLA may file a grievance under Administrative Regulation 2.61 if the association believes the City has taken action against a Sergeant or Lieutenant because of association activities.

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- C. The Association may also bring a dispute to the Labor-Management Committee for resolution or may seek mediation services when both parties agree.

If the matter is not resolved satisfactorily, either through Labor-Management or mediation, PPSLA can file a grievance within 15 calendar days following the conclusion of either process.

Provision 2-2: Labor-Management Committee

- A. There shall be a Labor - Management Committee consisting of three (3) representatives of the Association, three (3) representatives of the Department and a representative from the City of Phoenix Human Resources Department, as appointed by the Human Resources Director. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free exchange of views and discussions of mutual concerns and problems.
- B. The Committee shall meet at least quarterly at mutually scheduled times.
- C. The City's Human Resources Department representative or his/her designee shall be the Chairperson. The Committee members shall, in advance of a meeting, provide the Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.
- D. Association Committee members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of three (3) hours per Association Committee member per meeting.
- E. It is understood that the benefits granted herein shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the Association Committee member's work shift in pursuit of these benefits. The employer shall count as time worked any hours or fractions of hours spent within the Association Committee member's regular work shift in pursuit of these benefits.
- F. **The Committee will work cooperatively to review and revise the shooting/critical incident protocol by August 1, 2012.**
- G. The parties agree to document and abide by mutual agreements that are reached through this process.

PROVISION 3: COMPENSATION/WAGES

Provision 3-1: Wages

- A. **The total negotiated compensation for the agreement year 2012-13 will be a 1.6% restoration of the 3.2% economic concessions that were negotiated in 2010 – 2012. The restorations will be effective July 9, 2012 and allocated as follows:**

First, the combined increases in health, dental and life insurance result in a charge to the unit of .1% in total compensation. This amount continues the \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Second, the 1% wage concession is restored.

Third, the 10% reduction in basic annual uniform allowance is restored.

Fourth, the ability to convert compensatory time to pay is restored.

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Fifth, the employer deferred compensation contribution is restored by 0.05%.

All other 2010 – 2012 concessions remain in effect through the first year of this agreement which includes a 2.20% reduction in the deferred compensation benefit.

- B. For the contract year 2013 - 2014, the remaining balance, or a portion of the remaining balance, of the 2010 - 2012 economic concessions may be restored under the conditions outlined in attachment B. In addition, attachment B outlines revenue triggers that could result in compensation increases above full restoration of the 2010 – 2012 concessions.

Provision 3-1A: Longevity-Performance Pay

In recognition of continuous service and overall performance of City of Phoenix sergeants and lieutenants, the City agrees to implement the following longevity-performance pay formula for unit members:

A. Pay Benefits

1. **On November 26, 2012 (paid on December 14, 2012), June 10, 2013 (paid on June 28, 2013), November 25, 2013 (paid on December 13, 2013), and June 9, 2014 (paid on June 27, 2014),** 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 provision shall qualify for eighty (\$80) dollars for the completion of each full year of continuous full-time service in excess of five (5) years up to a semi-annual maximum of one thousand one hundred and twenty (\$1,120) dollars, or an annual maximum of two thousand two hundred and forty (\$2,240) dollars, at the completion of nineteen (19) years of service.
2. **On November 26, 2012 (paid on December 14, 2012), June 10, 2013 (paid on June 28, 2013), November 25, 2013 (paid on December 13, 2013), and June 9, 2014 (paid on June 27, 2014),** a unit member who has completed twenty (20) years or more of continuous full-time service and who meets the additional qualifications specified in the provision shall qualify for a semi-annual maximum of two thousand (\$2,000) dollars, or an annual maximum of four thousand (\$4,000) dollars at the completion of twenty (20) years of service.

B. Qualifications

1. A unit member must have completed seven (7) years of continuous full-time City service. A unit member who has continuous, full-time City service in another classification(s) may apply that time to the seven-year requirement.
2. A unit member must have achieved an overall performance rating of "MET" on his/her most recent regularly scheduled performance evaluation on file in the Personnel Department.
3. A unit member who receives an overall "NOT MET" on his/her most recent performance evaluation may appeal that rating by memorandum through his/her chain of command to the Police Chief within seven (7) calendar days from the date the performance evaluation was received. A unit member's eligibility to receive longevity performance pay shall be reinstated once the unit member receives a scheduled or unscheduled overall performance rating that meets standards.
4. 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 full-time active status.

C. Terms of Payment

1. The longevity performance pay will be paid in the regular biweekly paycheck on the dates, as set forth in Provision 3-1A, Section A.

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2. Payments will be made on the dates specified in this agreement.
3. Unit members who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination pay.

Effective July 5, 2004, a unit member who retires from City employment shall receive his/her longevity performance pay at a pro-rated amount (calculated to the nearest full month), which will be included in his/her final check.

Effective July 2, 2007, a unit member who enters the Deferred Retirement Option Plan (DROP) shall receive longevity performance pay at a pro-rated calculation (calculated to the nearest month), which will be included in his/her last pay check prior to entering DROP.

Provision 3-1B: Training Pay for Field Training Officer Sergeants

- A. Sergeants who supervise a Field Training Officer (FTO) squad will receive 5% additional pay while assigned.

Provision 3-1C: Compensation for Interpreting and Translation

- A. Purpose
 1. This provision provides guidelines for adjusting the compensation of unit members who are authorized to utilize a language other than English to conduct an official Police Department investigation.
 2. This compensation shall be for police-related investigations in which unit members are called upon to interpret in addition to their regular duties.
- B. Payment Authorization
 1. Compensation provided for by this provision shall be given only when approved by the unit member's supervisor.
- 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.
- D. Compensation
 1. A unit member who meets "linguistic skills" qualifications, as determined by a management review panel, shall be paid a premium of ten dollars per hour calculated to the nearest one-quarter hour, in addition to his/her base hourly rate, for each hour he/she is engaged in assigned and authorized interpretation and/or translation activities.

Provision 3-1D: Optional Uniform Allowance Conversion

After 17 years of credited service in PSPRS and 10 years of City of Phoenix service, a unit member may elect to have their basic annual uniform allowance converted to a bi-weekly payment for a consecutive three year period. The annual amount will be reduced from \$1,550 to \$1,241 which will be paid as \$47.73 each pay

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period. Amounts above the base uniform allowance for details/squads/units listed in Provision 5-6, Sections F and G (Uniform, Clothing, and Equipment Allowance) will still be paid annually as a uniform allowance.

The consecutive 3 year period may be stopped and restarted one time for an additional three (3) year period up to a maximum total of six (6) years.

Employees eligible to participate in this option are those who have or obtain 17 years or more of credited service in PSPRS and 10 years of City of Phoenix service by July 1st.

Election for the conversion will be permitted once per year. Applications will be submitted to the Police Department Fiscal Management Division by May 1st, in order to implement by the second pay in July (when uniform allowance is paid).

An employee who leaves City employment shall not receive the remaining (or unpaid balance) of the uniform allowance conversion, however, if that employee retires prior to the fiscal year end, a lump sum of the remaining balance will be paid. The balance will only be paid to those who retire. Resignations and terminations are exempt from payment, consistent with the way uniform allowances are repaid if employment ceases prior to fiscal year end.

Participants who stop their 1st or 2nd election will forfeit the remaining years within the election.

Provision 3-1E: Extra Step with 20 Years Continuous Service

- A. The City will provide one additional pay step above regular promotional calculations for a new Sergeant or Lieutenant who, at the time of promotion, has already completed a minimum of twenty (20) years of continuous service with the Phoenix Police Department.
- B. A qualified unit member, who has not already reached the top step of the pay range, will receive a one-step merit increase when the member has completed twenty (20) years of continuous service with the Phoenix Police Department. In order to qualify for this one-step merit increase, the unit member must have received an overall "met" on the most recent PMG. **In circumstances where a unit member has at least two more merit increase steps available at the time of the 20 year anniversary, if the next regular merit increase review date is within 180 days, the 20-year step will be delayed to coincide with the next merit date. This action will be automatic with no individual choice to be exercised by the unit member. When the next regular merit date is more than 180 days away, the one-step merit increase will be processed effective on the 20-year anniversary date and the next regular merit increase date will be set one year from the effective date.**

Provision 3-2: Overtime (Hourly Unit Members Only)

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty-hour workweek, eight-hour work shift, or ten-hour work shift if a four-day workweek is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled workweek, but not the work shift. Unpaid leave does not count as time worked.
- B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his/her designee.
- C. Overtime work will be compensated in either cash or compensatory time at the rate of one and one-half times the regular rate of pay after the first seven minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest one-quarter hour.
- D. A unit member may, subject to approval of his/her supervisor and based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time, subject to the current limitation on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the unit member's supervisor. For purposes of accumulating

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compensatory time, the department will provide overtime request slips, which include a box indicating "Pay" (payment) or "Hold" (compensatory time). The unit member shall check either box to reflect his/her wishes. If the unit member submits overtime requests that are in excess of the current limitation on the accumulation of compensatory time, he will be paid the difference on the second paycheck following the pay period in which it was processed.

1. A unit member may be paid for accumulated compensatory time by submitting a request on a standard overtime slip to the Fiscal Management Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and the Fiscal Management Bureau will make such payment in the pay period following receipt of the memorandum.
 2. Unit members may accumulate up to two hundred and fifteen (215) hours of compensatory time.
 3. Unit members may contribute accrued vacation and compensatory time to other employees in accordance with City policy (A.R. 2.144, Leave Contributions to Fellow Employees) governing contributions of leave for serious illness of an employee or their immediate family member.
- E. At the direction of his/her superior, a unit member shall be entitled to overtime in accordance with Provision 3-2 hereof, while he/she is being evaluated by the authorized and designated City physician for return to work at times he/she is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out times recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Provision 3-2B, but shall be compensated at a minimum of one hour at time-and-one-half. No unit member shall be compensated for other than the unit member's directed evaluation by the City physician for return to work.
- F. When a unit member is off-duty and is contacted by telephone because of his/her official duties, for purposes other than call-out, the unit member will be paid a minimum of fifteen minutes at time-and-one-half, when any combination of calls equals seven minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest one-quarter hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- G. A unit member on industrial leave and assigned to his/her home will be considered to have the same duty hours and N-days, up to a seven calendar-day period, as the squad he was on when the injury/illness occurred. After the seven days, he may be reassigned to new duty hours and/or N-days (such as 0800 - 1700 hours, Monday - Friday, with Saturdays and Sundays as N-days).
- H. A unit member who scheduled a leave day thirty calendar days in advance through his/her immediate superior in accordance with departmental policy, and who subsequently is placed on court standby or is required to appear in court, will receive if he chooses, overtime pay in accordance with this provision and Provisions 3-2A and/or 3-6A, in addition to the leave day. The phrase "scheduled a leave day" means that the leave request must be received in the Fiscal Management Bureau thirty calendar days in advance.
- I. A unit member who scheduled a leave day but failed to do so within thirty calendar days in advance, and who is placed on standby or called to court, will receive overtime pay in accordance with this provision and Provision 3-2A. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court standby hours do not apply to this provision.

Provision 3-2A: Court Time Overtime (Hourly Unit Members Only)

- A. When court time constitutes overtime, unit members shall be entitled to overtime compensation/minimum call-out pay consistent with Provision 3-2B. Court time overtime shall be continuous time compensated consistent with Provision 3-2.
- B. For purposes of this provision, 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; and Federal, State, and County grand juries. It is understood that this

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provision shall not apply to administrative hearings, including but not limited to Civil Service Board hearings, PERB hearings, and hearings pursuant to the Administrative Regulation 2.61 grievance procedure, unless the unit member's presence is required by the City.

- C. No cost parking will be provided for unit members who are called to testify or appear in any City of Phoenix Municipal Court facility for any official Police Department business, whether on- or off-duty.
- D. After a unit member verifies his/her 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.

Provision 3-2B: Call-Out Pay (Hourly Unit Members Only)

- A. Any time that a unit member is called back after leaving City facilities at a time other than his/her regularly assigned shift, the unit member will receive a minimum of three hours of overtime pay at time and one-half.
 - 1. 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 minutes beyond the completion of the duties for which the unit member was called out, or until the unit member returns to his/her 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 that was planned in advance.
- B. A unit member beginning an overtime period within three hours or less prior to the regularly scheduled duty reporting time will be compensated for the actual time from when 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. Call-out pay and regular pay shall not be permitted to overlap or result in the compounding of compensation.
- C. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen minutes), will be compensated for actual time spent in accordance with Provision 3-2 of this agreement.

Provision 3-3: Out-of-Rank Pay (Hourly Unit Members Only)

- A. A unit member who is temporarily required to serve in a regular authorized vacant position in a higher supervisory classification shall be compensated at the appropriate rate of pay in accordance with the following:
 - 1. 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 twenty-four-month period. The days of out-of-rank assignment do not need to be consecutive. Once this qualification is satisfied, no additional re-qualifying will be required.
 - 2. A unit member of higher rank must be on an approved leave of absence (e.g. BV, BC, PB) for authorized out-of-rank compensation to be approved. An N-day is not an authorized absence for out-of-rank compensation.
 - 3. When the department does not have absences, vacancies, or temporary positions available for the normal out-of-rank process, pre-authorization must be obtained from the Personnel Department in advance of the higher-level work being assigned or performed.
 - 4. Temporary assignments out-of-rank shall be recorded only in full-shift units. A unit member working out-of-rank for less than one full shift (six hours) will not be credited with working out-of-rank service time.

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5. 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.
6. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
7. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for each completed work 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.

Provision 3-4: Sick Leave Conversion at Retirement

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 provision and above which the City will compensate the unit member.
3. **Base hourly wage:** The base hourly rate of pay (excluding any premium 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 1,000 hours or more of unused sick leave at the time of duty-related retirement shall be eligible for payment of an amount of compensation equal to forty percent of his/her base hourly wage for all hours in excess of 500 hours. The percentage is increased by one percent for each full year of service in excess of twenty full years to a maximum of fifty percent of his/her base hourly wage; or
2. A unit member who has accumulated a minimum of 1,286 hours or more of unused sick leave at the time of duty-related retirement shall be eligible for payment of an amount of compensation equal to sixty percent of his/her base hourly wage for all hours in excess of 386 hours; or
3. A unit member who has accumulated a minimum of 1,714 hours or more of unused sick leave at the time of duty-related retirement shall be eligible for payment of an amount of compensation equal to sixty percent of his/her base hourly wage for all hours.
4. **The payments described in numbers 1 through 3 above are not considered Final Average Salary for purposes of pension calculations.**
5. A unit member who has accrued 1,714 hours or more of unused sick leave may elect to have the additional sick leave that he earns paid to him as salary on a monthly basis. Once the employee elects to exercise this benefit, it must continue for the full three (3) consecutive year period. The employee may stop and re-start this benefit one time without further qualification up to a maximum of a total of six (6) years.

C. Administration

1. At the time of retirement, the Records Section of the Personnel Department, based upon information provided by the Police Department, shall determine the unit member's eligibility and the amount of unused sick leave for which he/she will be compensated.
2. The unit member shall verify in writing that the Records Section's computations are correct.

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

Provision 3-4A: Sick Leave Payout

- A. Upon the death of a sworn Police employee while on active work status or on approved leave status, including N-days, the City will pay all accumulated sick leave hours that remain on the City's official file at the time of the employee's death. Payment will be based upon the employee's base hourly rate of pay at the time of death. "Approved leave status," as that term is used in this paragraph, excludes retired employees, employees on suspension, and employees on long-term disability or unpaid leave.

Provision 3-5: Shift Differentials (Hourly Unit Members Only)

- A. A unit member shall receive eighty cents per hour in addition to his/her base hourly rate of pay when working a night shift or any portions of a night shift that ends at or after 10:00 p.m.
- B. A unit member shall receive a 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 p.m. and 6:00 a.m. will be paid a night shift differential for all hours worked at the rate specified in this provision. If a unit member was called out while on a standby status, he/she will not receive night shift differential.
- D. A unit member shall receive thirty-five cents per hour in addition to his/her base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a designated weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m. on Friday, and continues through any shift that starts on or before, but not after, 11:59 p.m. on Sunday.
 1. A unit member shall receive a 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 p.m. on Friday and 11:59 p.m. on Sunday will be paid a weekend shift differential for all hours worked at the rate specified in this provision. If a unit member was called out while on standby status, he will not receive weekend shift differential.

Provision 3-6: Stand-By Pay (Hourly Unit Members Only)

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that he/she is not otherwise on duty, and he/she complies with departmental regulations incident thereto, he/she shall be compensated forty dollars per workday and eighty dollars per non-workday.
- B. Standby assignments will be maintained in units designated by the Police Chief or his/her designee.

Provision 3-6A: Court Time Standby Pay (Hourly Unit Members Only)

- A. When a unit member receives a subpoena or other notice requiring him/her to stand by to appear in court at a time other than his/her regularly scheduled tour of duty to testify concerning the performance of his/her official duties, and he/she was not notified twelve hours or more in advance of the court appearance that he/she need not stand by, he/she shall be entitled to a minimum of two hours of pay at one and one-half times his/her base hourly rate of pay. An additional one hour of pay at one and one-half times his/her base hourly rate of pay shall be paid if he/she is required to remain on standby after 12:00 p.m. (noon).

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1. If call-out occurs before the expiration of two hours of standby, then standby status shall continue until the occurrence of either, 1) the expiration of two hours; or 2) arrival at the duty location. Call-out pay and standby pay shall not be permitted to overlap resulting in the compounding of compensation.
- B. If a unit member fails to exercise his/her responsibility to contact the appropriate representative of the court or a party sixteen hours or less before the time indicated on the subpoena to determine the continued need for him/her to stand by, he/she is not eligible for any standby pay.
- C. For the purpose of this agreement, "subpoena" refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this provision, 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; and Federal, State, and County grand juries. It is understood that this provision shall not apply to administrative hearings, including but not limited to Civil Service Board hearings, PERB hearings, and hearings pursuant to the Administrative Regulation 2.61 grievance procedure, unless the unit member's presence is required by the City.

Provision 3-7: Jury Duty

This is a benefit provided by the City that remains within the authority and discretion of the City Manager.

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

Provision 3-8: 457(b) Deferred Compensation and 401(a) Defined Contribution Plans

- A. The City will contribute 2.25% of a unit member's base annual salary to the City's 401(a) Defined Contribution Plan. If a unit member's contributions from all sources exceed the federal maximum allowed for 401(a) defined contribution plans including catch-up provisions, excess City fringe contributions will be contributed to the City sponsored 457(b) Deferred Compensation Plan. If the full amount of the excess City fringe contributions cannot be contributed to the 457(b) Deferred Compensation Plan due to federal 457(b) deferred compensation plan contribution limits including catch-up provisions, the excess City contributions will convert to ordinary wages.

This defined contribution plan benefit was suspended in the 2010 – 2012 concession agreement. Effective July 9, 2012, 0.05% of the concession will be restored. The balance of the concession (2.20%) remains in effect through the first year of the 2012 – 2014 agreement and will be restored in the second year of the agreement if the conditions in attachment B are met for a full or partial second year restoration.

- B. To the extent permitted by federal law and regulations and the City's 401(a) Defined Contribution Plan, employees can participate in the supplemental component of the City's 401(a) Defined Contribution Plan and make contributions through payroll deduction.
 1. The employee has ninety days from the date of eligibility to select from the established list of percentage options or years of service option for his/her applicable unit or group. Once made, that one-time election is irrevocable regardless of whether the employee transfers to a different position within the City or terminates employment with the City and is subsequently reemployed by the City.
- C. At the employee's separation, for either retirement or exiting the Deferred Retirement Option Program (DROP), the employee's sick, vacation, and compensatory leave payouts ("Special Pay") will be automatically contributed into the City's 401(a) Defined Contribution Plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits including catch-up contributions, will be

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automatically contributed into the City's 457(b) Deferred Compensation Plan. Any portion of the excess amount that cannot be contributed to the 457(b) Deferred Compensation Plan because of Internal Revenue Code 457(b) plan contribution maximum limits including catch-up contributions, will be paid as taxable income.

Provision 3-9: Flexible Reimbursement Account Program (Flexrap)

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

Unit members may open a Flexrap Health Care Reimbursement Account and/or a Flexrap Dependent Care Reimbursement Account which allows unit members to use pretax dollars to pay for specific out-of-pocket health care and/or dependent care expenses.

Provision 3-10: Health Examinations

Unit members may have a middle management-level physical every five years beginning at age 30.

Provision 3-11: General Liability Insurance

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

Unit members shall be covered by general liability insurance provided by the City while engaged in authorized off-duty employment in security, traffic control, or other police-related activities.

Provision 3-12: Industrial Insurance

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

Industrial insurance will pay two-thirds of a unit member's base wage up to a maximum as determined by the State Worker Compensation statute. The first year the City will supplement the balance to equal the unit member's regular net take-home pay. After the one-year limitation on net pay benefits has expired, a unit member may use accrued sick leave, vacation leave, and compensatory time for continuation of the net pay provision of Administrative Regulation 2.32.

PROVISION 4: HOURS OF WORK

Provision 4-1: Work Schedules

- A. The regular duty hours for a Sergeant shall be five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day workweek. These five (5) consecutive shifts will be preceded and followed by two (2) N-days. If, by reason of transfer, a sergeant'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 sergeant may combine this thirty (30) minute meal period with one of his/her fifteen (15) minute rest periods described under Section 3 of this Provision to achieve a forty-five (45) minute meal period. This shall also apply to a sergeant 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 sergeant a minimum seven- (7) day advance written notice when his/her 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.

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- B. If a ten (10) hour, four (4) day work week is implemented the regular duty hours for an affected sergeant 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 sergeant's N-days are changed, the provisions of this Provision 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 that necessitate a change in current work schedules. The department shall give a Sergeant a minimum seven- (7) day advance written notice when his/her 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. When used in the context of this Provision, "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, sergeants will be provided with as much advance notice and information as the situation will allow.
- D. If the guidelines regarding consecutive N-days are not met, a sergeant is eligible for an additional one half (1/2) his/her hourly rate of pay for each hour of the day which should have been an N-day.
- E. If the regular duty schedule for a Sergeant has more than 5/4 consecutive shifts of 8/10 hours and/or these 5/4 shifts are not preceded and followed by 2/3 "N" days, the Sergeant is entitled to premium pay. (See examples in Attachment C). "Premium Pay" is defined as follows:
1. Premium pay is the regular rate of pay plus one-half (1/2).
 2. For each shift in excess of 5/4 consecutive shifts, the sergeant will receive premium pay for all scheduled hours until his/her next "N" day.
 3. When a sergeant's "N" days are not consecutive, the sergeant will receive premium pay for each regular work shift that would have been an "N" day.
 4. A sergeant who requests a change in work schedules will not receive premium pay since the request is not a department directed change.
 5. This section does not apply to the 30 hour or more block of annual module training.
 6. A Sergeant is not eligible to receive both premium pay and overtime for the same hours.
- F. In addition to all duties as assigned by the Chief of Police or his/her 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 sergeant working a 4/10 schedule). If this is not possible, the sergeant shall receive overtime compensation at his/her regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen-hour period for a sergeant working a 4/10 schedule). A sergeant assigned to the Drug Enforcement Bureau, Homeland Defense Bureau, Tactical Support Bureau, Community and Patrol Services Bureau, Violent Crimes Bureau, Northern Command Station, or Southern Command Station, may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per agreement year.
- H. A sergeant may waive the provisions of sections A, B, D, and E of this Provision to facilitate an alternative work schedule as outlined in Operations Orders.
- I. Pre-Briefing Time Compensation: (Hourly Unit Members Only) – Unit Members assigned to bureaus or precincts who conduct briefings on a regular basis are eligible for pre-briefing time compensation.
1. Pre-briefing time is intended to allow the unit member a few minutes each day to perform briefing preparation tasks; e.g., copy subpoenas, check radio traffic holding, etc. Pre-briefing time will be allowed under the following guidelines:

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- a. Eligible unit members must conduct briefings on at least one-half of their normal work days during a given pay period in order to receive compensation.
- b. Eligible unit members will be compensated for one and one-half hours of overtime per pay period, paid at time and one-half.

PROVISION 5: BENEFITS

Provision 5-1: Health Insurance

- A. The City and PPSLA agree to maintain the current eighty/twenty (80/20) split for health insurance for both single and family coverage.
- B. The City will determine the cost of medical insurance benefits after discussions with PPSLA. If there is a substantive change in the City's medical insurance plan design, the Human Resources Director or his/her designee will discuss such change with PPSLA.
- 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 pay the full monthly medical insurance premium for the surviving spouse or domestic partner, and eligible dependents covered at time of death. Should the surviving spouse remarry, or the surviving domestic partner have a new partnership or marry, the medical coverage may continue indefinitely. The surviving spouse or surviving domestic partner will pay premium in the same manner as any pension-eligible surviving spouse.

Provision 5-1A: Retirement Benefits

Retirement benefits are governed by the provision of State law, as set forth in the Arizona Revised Statutes, and are not subject to the provisions of this Agreement. The Arizona Revised Statutes should be reviewed for the specific retirement benefits provided to police officers.

- A. To defer the cost of medical insurance, benefit-eligible retirees will receive the Medical Expense Reimbursement Plan (MERP) amounts as listed in Administrative Regulation 2.42. For unit members retiring on or before June 30, 2007, the MERP amount is based on the unit member's length of service.
- B. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to those employees 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 will be determined on August 1, 2007), at no less than \$202.00 (two hundred and two dollars) per month. Employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Provision 5-2: Dental Insurance

- A. The City will determine dental insurance benefits after discussions with PPSLA.

These benefits are provided by the City and remain within the discretion and authority of the City Manager.

- B. The City offers two dental plans: Indemnity and Prepaid.
 - 1. The Indemnity plan allows unit members to obtain services from any licensed dentist. Preventive, diagnostic, basic, major, and orthodontia services are paid at 80% of reasonable and customary charges. There is a \$50 deductible per calendar year on services other than preventive and orthodontic. The calendar year maximum is \$2,000. The orthodontia lifetime maximum is \$4,000.

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2. The Prepaid plan allows unit members to obtain services from a contracted dentist. Covered preventive, diagnostic, basic, major, and orthodontia services are charged according to the Patient Co-payment Schedule. There is no calendar year benefit maximum.
- C. Plans are subject to limitations contained in the contracts between the dental insurance carriers and the City of Phoenix.

Provision 5-3: Life Insurance

- A. The City will pay the premiums for 1) basic group life insurance coverage of one times the annual base salary (rounded to the next higher \$1,000), 2) accidental death and dismemberment insurance coverage of one times the annual base salary (rounded to the next higher \$1,000), and 3) occupational accidental death and dismemberment insurance of \$100,000. Voluntary supplemental life insurance may be purchased by unit members for themselves (up to \$250,000), spouses (up to \$100,000), and their dependent children (up to \$10,000). Public Safety Officers' Benefits are paid by the federal government for Public Safety employees under duty-related circumstances.

These benefits are provided by the City and remain within the authority and discretion of the City Manager.

- B. Beginning August 1, 1997, the City pays the premium for commuter insurance coverage. This benefit provides coverage while a unit member is commuting to and from work, directly between home and the City of Phoenix job location.
- C. Unit members have a \$200,000 death benefit and a reduced dismemberment benefit if the accident occurs within two hours after the unit member leaves home or the job location. If the employee deviates from his/her normal commuting route, coverage may not be provided. If a unit member has family medical coverage and has a death that is covered under this commuter policy, the unit member's covered dependent(s) (spouse, domestic partner, and/or child[ren]) will continue to receive family medical coverage under the same rules as a duty-related injury that results in death.

Provision 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 Administrative Regulation 2.323. **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.**

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- B. This benefit will be reduced by industrial payments, social security benefits, unemployment insurance, retirement payments, and income received from other work.
- C. To continue to receive LTD benefits, the unit member must actively participate in rehabilitation evaluations and training if directed by the City.

Provision 5-5: Holidays and Vacation (Hourly Unit Members Only, Except as Indicated)

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Unit members shall be entitled to holiday benefits as set forth in this agreement. Unit members shall be entitled to overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Provision 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/her regular day's pay, additional pay or compensatory time for hours worked up to eight (8) hours, excluding overtime pay.
- B. Unit members who are not scheduled to work on a designated holiday will still be compensated eight hours pay for each holiday. Unit members may opt for eight (8) hours of compensatory time for each holiday.
- C. Paid holidays shall include:
 - 1. New Year's Day
 - 2. Martin Luther King Jr's Birthday
 - 3. President's Day
 - 4. Cesar Chavez's Birthday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Day after Thanksgiving Day
 - 11. Christmas Day
- D. Three (3) personal days. Subject to operational and scheduling factors, personal leave days shall be taken each calendar year on days of the unit member's choosing.
 - 1. For participants of the vacation buy back program, the three (3) personal leave days are also automatically paid in cash when earned.
- E. Each January, unit members will have four (4) hours added to their vacation banks. These hours replace the half-day Christmas Eve holiday. For participants of the vacation buy back program, these hours will automatically be paid in cash when earned.
- F. For unit members participating in the 4/10 schedule, holiday pay shall be applied as follows:
 - 1. When a sworn unit member's regularly scheduled N-day (day off) falls on a holiday, that unit member will be allowed to sell up to eight (8) hours of vacation time on the holiday.
 - 2. When a sworn unit member's regularly scheduled workday falls on a holiday, and that unit member or the department schedules the unit member to be off that holiday (no later than the Friday before the holiday), that unit member will be allowed to sell up to eight (8) hours of vacation time on that holiday. The additional two hours necessary to receive ten hours of pay will be deducted at the unit member's discretion as either non-paid time, personal leave, or accumulated vacation or compensatory time. If a unit member has not accumulated personal leave, vacation time, or compensatory time, the unit member will receive only eight hours of pay. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his/her regular day's pay, additional pay or compensatory time for hours worked up to eight hours, excluding overtime pay.
- G. If a sworn unit member is regularly scheduled and works on a holiday and the unit member does work the holiday, the unit member will be allowed to sell up to eight (8) hours of vacation time on that holiday. A unit member who is not scheduled to work on a holiday will be allowed to sell up to eight hours of accrued and unused vacation time on a holiday.
- H. A unit member will continue to receive holiday pay while on industrial leave.

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Sections I, J, and K of this provision are benefits provided by the City and remain within the authority and discretion of the City Manager.

- I. The City will continue to maintain its present vacation selection procedure and, to every extent practicable, allow transferred unit members to maintain previous vacation schedules.
- J. Unit members who work a schedule at full-time fifty-two weeks of the year shall be credited with vacation hours or days according to the following schedule. Vacation accrual, carryover, and compensation for unit members 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 th	8	192	240
6 th - 10 th	10	240	300
11 th - 15 th	11	264	330
16 th - 20 th	13	312	390
21 st +	15	360	450

- K. For the purpose of determining monthly vacation accrual rates for a unit member who had a break in service, if the unit member was re-employed within five years, the amount of time the unit member was gone is subtracted from his/her previous service, thereby giving the unit member a new accrual service date.
- L. The City and PPSLA agree that unit members who have accrued maximum vacation carryover, with seventeen years of credited service in PSPRS and 10 years of City of Phoenix service, can be paid for additional vacation leave for a one-time, three-year period. Once the election to exercise this benefit is made, it must continue for the full three consecutive-year period. The unit member may receive a one-time, one-year extension to the three-year period.
 - 1. Additionally, eighty hours/ten days of vacation can be accumulated above maximum vacation carryover into the last three years of service. To carry over the additional eighty hours, a memo must be submitted in October each year to the Fiscal Management Bureau. These hours/days must be used as paid time off prior to retirement. The retirement maximum payout allowance as indicated in Administrative Regulation 2.18 is not affected.
- M. Effective July 1, 2000, the unit member may elect to invoke this benefit one additional time, provided he/she has accrued at least 300 leave hours at the time of the second election.
 - 1. Effective July 1, 1998, unit members may sell back up to 40 hours of vacation each year (unit members must use a minimum of 40 hours of vacation/personal leave/comp-time leave during the 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.

Provision 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, and the recall is by order of the Police Chief, he/she shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

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Provision 5-6: Uniform, Clothing and Equipment Allowance

A. The Police Department will furnish the following equipment to each unit member:

- (1) Uniform belt
- (1) Handcuff case
- (1) Holster
- (1) Helmet
- (1) Magazine case
- (1) Service weapon
- (1) Pepper spray / OC spray holder
- (1) Pepper spray / OC spray canister
- (1 pair) Handcuffs w/key
- (1) Uniform breast badge
- (1) Flat badge w/case
- (1 pair) puncture-resistant gloves

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

B. The Police Department will furnish the following equipment to each unit member-pilot assigned to the Air Support Detail:

- (2) Nomax (or equivalent quality) flight suits
- (1) Flight helmet
- (1 pair) Nomax gloves
- (1) Standard headset
- (1 pair) Custom ear protectors (ear molds)

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

- C. Unit members will receive a basic annual uniform/clothing allowance of \$1,550. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each year. Such payment will be made to cover the cost of uniforms, maintenance and cleaning of such. The term "annual allowance" is defined as being paid each year. A uniform "payment" is defined as a one-time payment. Please see Provision 3-1D (Optional Uniform Allowance Conversion) for information on optional uniform allowance conversion for qualifying unit members.
- D. A unit member who leaves City employment shall repay the City the Basic Annual allowance equal to one-twelfth 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. A unit member who retires on or after August 31 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), of two months or longer (excluding industrial leave), shall have the next Basic Annual allowance reduced by one-twelfth of the annual allowance for each month of extended leave.
- F. A unit member assigned to the following details/squads/units will receive an Annual Allowance. This assignment also counts toward the Multiple Assignments Annual allowance contained in Section G (2).
- Honor Guard \$345.00 (eff. July 5, 2004)
- G. Unit members assigned to the following details/squads/units will be provided, only upon initial transfer, an Upon Entry Assignment payment per the following schedule:
- Air patrol \$345.00
 - Bike detail \$345.00 + bike furnished

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• Canine	\$345.00
• Plain clothes/detectives	\$345.00
• SCUBA team	\$345.00
• Solo motor	\$345.00
• Special Assignment Unit (tactical)	\$345.00
• Tactical Response Unit	\$345.00

This is a one time payment upon entry into each of the above noted assignments.

1. Unit members are eligible for a second Upon Entry into an Assignment payment upon a second transfer into each of the above noted assignments after serving an interim assignment in uniform for a period of time exceeding two years.
 2. Unit members who are serving in two or more of the qualifying assignments simultaneous (sections F and G above), such as Bike Squad plus TRU, will receive a Multiple Assignments Annual allowance of \$345 per year in addition to the Upon Entry into an Assignment payment and Basic Annual uniform allowance.
- H. **Unit members who purchase a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding \$800. A unit member may request replacement once every five years.**
- I. The City agrees to reimburse unit members 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 provisions and maximum amounts authorized for reimbursement outlined below:

Business suit	\$203.00
Business dress	\$54.00
Sport coat	\$120.00
Dress shirt	\$22.00
Dress trousers	\$42.00
Dress skirt	\$35.00
All shoes	\$52.00
Uniform boots	All
Motorcycle boots	All
Glasses (prescription)	\$165.00
Sunglasses (non-prescription)	\$20.00
Watches	\$62.00
Jewelry	\$44.00
Police uniform trousers	All
Police motorcycle breeches	All
Police uniform shirt	All
Police jacket	All
Police motorcycle jacket	All
Flashlight	\$60.00
Ballistic vest	All
Service weapon	Up to cost of City weapon

1. Reimbursements for full, three-quarter, one-half, or one-quarter value are based on evaluation and supervisory recommendations regarding the provision's condition and age. Provisions not listed above are not covered by the policy.
2. The option to repair or replace damaged provisions and to determine whether replaced property will be returned to the unit member rests with the City.
3. 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/her interests therein, or

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in the case of any fraud or false statements by the unit member relating thereto.

- J. Upon retirement after twenty years or more of service, the City will provide the retiring unit member a "Retired Police Officer's Commission Card" similar in appearance to the regular commission card.
- K. Upon normal service retirement, a unit member will receive his/her breast badge mounted on a plaque, a "retired" flat badge and case, and his/her department-issued service weapon for one dollar. If the unit member dies in the line of duty while employed by the department, the unit member's spouse or a survivor will receive these provisions, except for the flat badge and case, at no charge.

Provision 5-7: Reimbursement for Education Expenses

A. Tuition Reimbursement

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. The maximum sum reimbursable to unit members in a fiscal year shall be **\$6,500. For the 2012 – 2014 MOA, an employee may submit tuition expenses incurred in the first fiscal year in the second fiscal year to a maximum total reimbursed during the MOA of \$13,000.**
2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the Police Chief and the Personnel Director as provided in existing regulations. A successfully completed course requires a grade of "C" or better for undergraduate courses and a "B" or better for graduate courses.

B. Seminar and Professional Membership

The City and PPSLA agree that unit members shall be allowed to use up to \$800 of their tuition reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Provision 5-8: Leave of Absence

- A. Subject to development of administrative controls, a unit member who has no other accumulated paid leave may use up to ten 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 unit member shall identify the use of such time as "non-emergency family illness." Such leave requests shall not be unreasonably withheld.

Provision 5-9: Voting Time Off

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Unit members who are registered voters may be allowed time off to vote in city and state elections. This does not apply to elections that are limited to bond issues, referenda, or similar issues. Conditions and information about participating in political activities are contained in Administrative Regulation 2.16, Political Activity – Time Off to Vote.

Provision 5-10: City-Sponsored Training

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This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Unit members may be required to complete entry and periodic job-related training. Other special training is available through the Employee Development Division of the Personnel Department, and is subject to the unit member's superior approval.

Provision 5-11: Educational Leave

- A. Unit members are entitled to ten hours of annual educational leave. For hourly unit members, this time will be added to the unit member's compensatory bank at the beginning of the first pay period in July. For exempt unit members, this time will be added to the unit member's vacation bank at the beginning of the first pay period in July. For record-keeping purposes, this time will be subject to the restrictions and the authorization requirements of the vacation rules. Sergeants promoted between January 1 and June 30 of the fiscal year will not be allowed to accrue educational leave in that fiscal year.

Provision 5-12: Family Medical Leave

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Unit members may be granted up to twelve weeks of paid or unpaid leave per calendar year for one or more of the following reasons:
- Birth of a child and to care for the newborn;
 - Placement with the employee of a child for adoption or foster care;
 - To care for the unit member's immediate family member with a serious health condition; and/or
 - A serious health condition that makes the unit member unable to perform the functions of his/her job.
 - Refer to Administrative Regulation 2.143 for additional information.

Provision 5-13: Non-Emergency Family Leave

A unit member may use up to ten (10) hours per year of accumulated sick leave in at least one-hour increments each calendar year for non-emergency home care or medical treatment for an immediate family member residing in the unit member's household subject to operational and scheduling factors.

Provision 5-14: Bereavement Leave

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Unit members may be allowed paid leave time for the purpose of attending to family needs that arise in connection with the death of a member of the unit member's immediate family. Refer to Personnel Rule 15g – Bereavement Leave.

Provision 5-15: Military Leave

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Military Training – Unit members will be given paid time off of up to two hundred forty hours or thirty days in any two consecutive years for National Guard training (Chapter 26-168, Arizona Revised Statutes). The start of a two-year period for National Guard training will be based upon the recorded military orders.

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1. Unit members will be given paid time off of up to two hundred forty hours or thirty days in any two consecutive fiscal years of the United States Government for Military Reserve training (Chapter 38-610, Arizona Revised Statutes). The U.S. Government's fiscal year is October 1 - September 30.
2. If the combination of the two years is thirty days or less, this will be considered to be the "two consecutive years" under the law. If the combined time is in excess of thirty days, the "two consecutive years" will be the first year that the leave exceeds fifteen days plus the following year.
3. For both National Guard and Military Reserve training, only work days are counted.
4. Refer to Administrative Regulation 2.39, National Guard and Military Reserve Training.

Provision 5-16: Mileage Allowance

This is a benefit provided by the City and remains within the authority and discretion of the City Manager.

- A. Unit members will be compensated for the use of their private automobiles or motorcycles on City business according to the prevailing rate as established by the Internal Revenue Service and communicated by the Finance Department.

Provision 5-17: Miscellaneous Benefits

These benefits are provided by the City and remain within the authority and discretion of the City Manager.

- A. Unit members are eligible for other benefits such as, but not limited to, counseling, career consultation, job information, mortgage assistance, parking, service awards, employee suggestion program, emergency ride home program, and bus card subsidy. More information regarding these benefits can be found in the City of Phoenix Pay Plan, Benefits Reference Guide or online in the Employment Section of the City's Web site, Phoenix at Your Fingertips.

PROVISION 6: MISCELLANEOUS

Provision 6-1: Changes to Department Manuals Pursuant to this Agreement

- A. Within sixty (60) days from the date this agreement is approved by the City Council, the Police Chief shall cause all affected departmental manuals to be revised to reflect the changes herein.

Provision 6-2: Physical Fitness

- A. It is recognized by the parties that it is the responsibility of unit member at all times to make every effort to maintain their physical condition so as to be fully fit to perform their duties with maximum effectiveness.
- B. The City will provide the required FAA physical to unit member-pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his/her official duties, is exposed to an infectious disease/virus, the City will pay the expenses for inoculation of the unit 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.**

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Provision 6-3: Saving Clause

- A. If any Provision or section of this Agreement should be held invalid by operation of law or by a final non-appealable order of any court of competent jurisdiction, or if compliance with or enforcement of any Provision or section should be restrained by such tribunal, the remainder of the Agreement 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 discuss to endeavor to agree on a substitute provision or that such 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 Agreement and that this Agreement 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 American with Disabilities Act are applicable to certain provisions of this Agreement and that this Agreement shall be administered in compliance with the Act for so long as the Act is applicable.

Provision 6-4: Copies of Agreement

The Association will arrange for printing of jointly approved copies for distribution to management and members. 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 Ordinance G-1372 (Affirmative Action Supplier's Ordinance) and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers).

Provision 6-5: Term and Effect

- A. This Agreement shall remain in full force and effect beginning with the first regular pay period in July 2012, up to the beginning of the first regular pay period in July 2014. **In compliance with the Meet and Discuss Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 2), as may be amended, the parties will comply with Section 2-233 (Failure to reach agreement; procedure) and the City Manager will take such action as he deems is in the public interest prior to the expiration of this agreement.**
- B. Except as expressly provided in this Agreement, the City shall not be required to meet and discuss concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Agreement violates existing Federal, State or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Agreement 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 discuss proceedings resulting in this Agreement is precluded from initiating any further meeting and discussing for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. This Agreement constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

PPSLA Agreement 2012-2014

IN WITNESS WHEREOF, the parties have set their hands this
24th day of April, 2012

Lt. Dave Adams
Lt. Dave Adams, President, PPSLA

Lori Steward
Lori Steward, Labor Relations Administrator, City of Phoenix

David Cavazos
David Cavazos, City Manager, City of Phoenix

ATTEST:

Cris Meyer
Cris Meyer, City Clerk, City of Phoenix



APPROVED TO FORM:

Michael Heller
ACTING City Attorney, City of Phoenix

PPSLA Team:

Lt. Dave Adams
Lt. Stan Hoover
Lt. Kim Charrier
Sgt. Kevin Watts
Sgt. Donny Steinmetz
Sgt. Jeff Chapman
Lt. Jeff Pierce
Lt. John Geroulis
Lt. Randy Force
Lt. Aaron Thomas
Lt. Kourosh Khatir

City of Phoenix Team:

Lori Steward, Labor Relations Administrator
Tracy Montgomery, Assistant Chief
Jim Pina, Assistant Chief
Geary Brase, Commander
Glen Gardner, Commander
Mike Parra, Commander
Leslie Dewar, HR Supervisor
Judy Boros, HR Supervisor
Nicholas Lopez, Sr. HR Analyst

PPSLA Agreement 2012-2014

ATTACHMENT A: 2012 – 2013 WAGES (Effective July 9, 2012)

Police Sergeant

Step	Hourly	Bi-Weekly	Annual*
1	\$34.73	\$2,778.40	\$72,238
2	\$36.46	\$2,916.80	\$75,837
3	\$38.29	\$3,063.20	\$79,643
4	\$40.20	\$3,216.00	\$83,616
5	\$42.21	\$3,376.80	\$87,797
6	\$44.32	\$3,545.60	\$92,186
7	\$46.54	\$3,723.20	\$96,803
8	\$47.70	\$3,816.00	\$99,216

Police Sergeant*Law Specialist

Step	Hourly	Bi-Weekly	Annual*
1	\$41.56	\$3,324.80	\$86,445
2	\$43.75	\$3,500.00	\$91,000
3	\$45.95	\$3,676.00	\$95,567
4	\$48.24	\$3,859.20	\$100,339
5	\$50.65	\$4,052.00	\$105,352
6	\$53.18	\$4,254.40	\$110,614
7	\$55.84	\$4,467.20	\$116,147
8	\$57.24	\$4,579.20	\$119,059

Police Lieutenant

Step	Hourly	Bi-Weekly	Annual*
1	\$41.56	\$3,324.80	\$86,445
2	\$43.75	\$3,500.00	\$91,000
3	\$45.95	\$3,676.00	\$95,567
4	\$48.24	\$3,859.20	\$100,339
5	\$50.65	\$4,052.00	\$105,352
6	\$53.18	\$4,254.40	\$110,614
7	\$55.84	\$4,467.20	\$116,147
8	\$57.24	\$4,579.20	\$119,059

Police Lieutenant*Law Specialist

Step	Hourly	Bi-Weekly	Annual*
1	\$48.24	\$3,859.20	\$100,339
2	\$50.65	\$4,052.00	\$105,352
3	\$53.18	\$4,254.40	\$110,614
4	\$55.84	\$4,467.20	\$116,147
5	\$58.63	\$4,690.40	\$121,950
6	\$61.56	\$4,924.80	\$128,045
7	\$64.65	\$5,172.00	\$134,472
8	\$66.27	\$5,301.60	\$137,842

*The annual salaries are approximate due to rounding.

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ATTACHMENT B: Stability Indicators

Phoenix Police Sergeants and Lieutenants Association (PPSLA)
Required Stability Indicators to Achieve Concession Restoration in 2013-14

In 2013-14, the remainder of the 2010-2012 3.2% compensation concession level not restored in 2012-13 will be restored, if all six indicators below are met.

1. Additional direct services are provided to the community in the 2013-14 General Fund (GF) Budget equal the same dollar amount, or higher, as General Fund direct services to the community, as recommended in the 2012-13 Trial Budget.
2. City maintains its AAA bond rating.
3. Actual 2012-13 GF revenue collections equal at least the amount in the adopted 2012-13 GF Budget.
 - a. If the City Council takes any action subsequent to the adoption of the 2012-13 Budget that negatively affects revenue collected in 2012-13, then for purposes of this section, the corresponding amount of decreased revenue will be subtracted from the 2012-13 GF budgeted revenue.
4. No direct service reductions are necessary to close a budget shortfall for 2013-14 GF budget.
5. No cuts to state-shared GF revenue formulas.
6. *City achieves \$5 million or more in additional innovation & efficiency (I & E) cost savings in 2012-13.

*The matrix below will be followed if indicators 1-5 are achieved, but indicator 6 is not fully realized:

Indicators Achieved in Addition to Achievement of Indicators 1-5	Restoration Level
2012-13 additional I & E cost savings is \$4 million or more but less than \$5 million	Restoration of 75% of remaining concessions which equates to 1.65% deferred compensation restoration
2012-13 additional I & E cost savings is \$2.5 million or more but less than \$4 million	Restoration of 50% of remaining concessions which equates to 1.1% deferred compensation restoration
2012-13 additional I & E cost savings is \$1 million or more but less than \$2.5 million	Restoration of 25% of remaining concessions which equates to 0.55% deferred compensation restoration

The amount of restoration available will be reduced by the total compensation value to the unit of any increase in 2013-14 city health insurance premiums over 3%.

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Required Stability Indicators for wage increase:

Beyond full restoration of the 2010-2012 3.2% compensation concession level, the achievement of the indicators below are necessary for any wage increase in 2013-14. The matrix below will be used to determine the level of wage increase in 2013-14:

Indicators Achieved	Wage Increase
<ul style="list-style-type: none"> • All indicators necessary to attain full compensation restoration are achieved. • Growth in actual 2012 – 13 GF revenue over the actual 2011 – 12 GF revenue is between 6.0% and 8.0%. 	0.2% wage increase
<ul style="list-style-type: none"> • All indicators above are achieved. • 2012 Community Attitude Survey results show Phoenix residents' <u>overall satisfaction with City performance</u> does not decrease by a statistically significant amount as compared to 2010 results. • Growth in actual 2012-13 GF revenue over the actual 2011-12 GF revenue is above 8.0% and less than 9.0%. 	One-quarter of the percentage increase for the 2012 annual Western Region Consumer Price Index ¹ as provided by the US Department of Labor- Bureau of Labor Statistics, up to a maximum 2.5% wage increase
<ul style="list-style-type: none"> • All indicators above are achieved. • Growth in actual 2012-13 GF revenue over the actual 2011-12 GF revenue is 9.0% or above. 	One-half of the percentage increase for the 2012 annual Western Region Consumer Price Index ¹ as provided by the US Department of Labor- Bureau of Labor Statistics, up to a maximum 2.5% wage increase

¹The 2011 annual increase to the Western Region Consumer Price Index as provided by the US Department of Labor- Bureau of Labor Statistics was 2.8%.

ATTACHMENT C: NON-CONSECUTIVE N-DAY EXAMPLES

EXAMPLE 1 (5/8 SCHEDULE – NON CONSECUTIVE N DAYS):

S S M T W T F S S M T W T F S S M T W T F S S
N N N N P P N N N N

EXAMPLE 2 (4/10 TO 5/8 TO 4/10 SCHEDULE):

F S S M T W T F S S M T W T F S S M T W T F S S
N N N N N N P N N N N N

EXAMPLE 3 (4/10 TO 5/8 TO 4/10 WITH MORE THAN 5 CONSECUTIVE DAYS OF WORK):

S S M T W T F S S M T W T F S S M T W T F S S
N N N P P P P N N N N N

EXAMPLE 4 (5/8 TO 4/10 TO 5/8):

S S M T W T F S S M T W T F S S M T W T F S S
N N N N N N P P P N N