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MEMORANDUM OF UNDERSTANDING

2026 – 2028

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

REPRESENTING UNIT 4 EMPLOYEES

PREAMBLE 4

ARTICLE 1: RIGHTS 4

SECTION 1-1: PURPOSE/GENDER 4
SECTION 1-2: CITY AND DEPARTMENT RIGHTS 4
SECTION 1-3: RIGHTS OF ASSOCIATION 5
SECTION 1-4: RIGHTS OF UNIT MEMBERS 15
SECTION 1-5: PROHIBITION OF STRIKE AND LOCKOUTS 24

ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT 25

SECTION 2-1: GRIEVANCE PROCEDURE 25
SECTION 2-2: LABOR-MANAGEMENT COMMITTEE 29
SECTION 2-3: RESOLVING GENERAL COMPLAINTS 29

ARTICLE 3: COMPENSATION/WAGES 29

SECTION 3-1: WAGES 29
SECTION 3-2: PRODUCTIVITY ENHANCEMENT PAY 31
SECTION 3-3: TRAINING PAY 32
SECTION 3-4: COMPENSATION FOR INTERPRETING AND TRANSLATION BY SWORN POLICE OFFICERS 33
SECTION 3-5: OVERTIME 34
SECTION 3-6: COURT TIME OVERTIME 36
SECTION 3-7: CALL-OUT PAY 36
SECTION 3-8: OUT-OF-RANK PAY 37
SECTION 3-9: SICK LEAVE CONVERSION AT RETIREMENT 38
SECTION 3-10: SICK LEAVE PAYOUT 39
SECTION 3-11: NIGHT SHIFT DIFFERENTIAL/WEEKEND SHIFT DIFFERENTIAL 39
SECTION 3-12: STAND-BY PAY 40
SECTION 3-13: COURT TIME STANDBY PAY 40
SECTION 3-14: OFF-DUTY EMPLOYMENT 41
SECTION 3-15: JURY DUTY 41
SECTION 3-16: DEFERRED COMPENSATION AND DEFINED CONTRIBUTION PLANS 42
SECTION 3-17: NON-DIRECT PAYMENT OF COMPENSATION OR BENEFITS 42
SECTION 3-18: DRUG RECOGNITION EXPERT PREMIUM PAY 42
SECTION 3-19: PHLEBOTOMIST PREMIUM PAY 42

ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS 42

SECTION 4-1: WORK SCHEDULES 42
SECTION 4-2: SENIORITY 45

ARTICLE 5: BENEFITS 45

SECTION 5-1: HEALTH INSURANCE 45
SECTION 5-2: RETIREE HEALTH INSURANCE 46
SECTION 5-3: DENTAL INSURANCE 46
SECTION 5-4: LIFE INSURANCE 47
SECTION 5-5: LONG-TERM DISABILITY INSURANCE 47
SECTION 5-6: HOLIDAYS AND VACATION LEAVE 47
SECTION 5-7: OUT-OF-STATE VACATION RECALL 50
SECTION 5-8: MILITARY LEAVE 51
SECTION 5-9: UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE 51
SECTION 5-10: REIMBURSEMENT FOR EDUCATION EXPENSES 56
SECTION 5-11: LEAVE OF ABSENCE 56
SECTION 5-12: WORKERS' COMPENSATION 56

ARTICLE 6: MISCELLANEOUS 57

SECTION 6-1: SAVING CLAUSE 58
SECTION 6-2: COPIES OF MEMORANDUM 58

SECTION 6-3: AID TO CONSTRUCTION OF PROVISIONS OF MEMORANDUM OF UNDERSTANDING....58
SECTION 6-4: CHANGES IN DEPARTMENT OPERATIONS ORDERS PURSUANT TO THIS MEMORANDUM....59
SECTION 6-5: PHYSICAL FITNESS....59
SECTION 6-6: TERM AND EFFECT OF MEMORANDUM....60
ATTACHMENT A....62
ATTACHMENT B....63
ATTACHMENT C....64

Preamble

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

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

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

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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

Section 1-2: City and Department Rights

A. The Association recognizes that the City and the Police Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of Police Chief to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.

B. The City and Police Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

D. The Police Chief and City Manager reserve the right to discipline or discharge employees for just cause, defined as follows, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

1. The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.

2. The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.

3. The discipline is supported by a preponderance of evidence that the conduct occurred.

4. The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.

E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed. This is not grievable under the MOU.

F. The City and Police Chief shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. This is not grievable under the MOU.

G. Except as otherwise specifically provided in this Memorandum, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.

H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.

I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.

J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this Memorandum as permitted by law.

K. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

Section 1-3: Rights of Association

A. **The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police**

Officers Unit as described in the City Code. *Under no circumstances will the City allow any member or representative of any other labor group, or their designee, to verbalize, memorialize in writing or insinuate that they represent, or have the ability to represent, Unit 4 members.

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

B. **Authorized Representatives and Release Time Bank:**
The City of Phoenix and the residents it serves benefit from harmonious and cooperative relationships between the City and its employees. Authorized Representatives of Unit 4 serve as an efficient and readily available point of contact for addressing labor-management concerns. The City of Phoenix pays the full salary and benefits of the six Authorized Representative positions in recognition of the substantial City Business Time obligations those positions perform as set forth in Section 1-3(B)(1)(e). Separately, the cost of release time hours provided under Section 1-3(B)(3), including all associated benefits during use of the Release Time Bank hours, has been charged as part of the total compensation contained in this Agreement in lieu of wages and benefits. Specifically, the parties have agreed that 7.5 hours of total compensation per PLEA member per MOU year shall be allocated to fund the Release Time Bank described in Section 1-3(B)(3). This allocation is made by PLEA members voluntarily, pursuant to PLEA's bylaws and by virtue of their membership, in lieu of receiving that equivalent value as direct wages or benefits.

1. **Office of Administration Positions:**

    a. **Reporting to the Office of Administration, 6 full-time Authorized Representatives shall be sworn, full-time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System. The City shall pay the full salary and benefits of these 6 positions. The cost of these positions is justified by and contingent upon the City Business Time obligations set forth in Section 1-3(B)(1)(e).**

**Section unintentionally omitted while amending the MOU, which was mutually signed as Tentative Agreement #3 on 2/03/26, and will be formally reinstated at the next revision.*

b. **These 6 positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).**

c. **These 6 positions shall be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. These employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.**

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

e. **City Business Time. In consideration of the City's payment of the full salary and benefits of the Authorized Representative positions, the Authorized Representatives agree to perform the following activities for the benefit of the City ("City Business Time"). The parties acknowledge that City Business Time activities constitute adequate consideration to the City for its salary and benefits expenditure and serve a public purpose by directly advancing City operational interests ("City Business Time") within the meaning of applicable Arizona law. The following activities will constitute City Business Time:**

   i. **In coordination with management, Authorized Representatives will attend City-directed meetings, seminars, training classes, and workshops to help bargaining unit employees better understand City policies, programs, and practices, engage in conflict resolution, and promote labor-management partnerships.**

   ii. **Authorized Representatives will represent bargaining unit employees in grievance meetings, Critical Incident Review Boards, Disciplinary Review Boards, IRP Meetings, hearings with department representatives, and Civil Service Board hearings in accordance with A.R.S. § 38-1101 et. seq. This activity constitutes City Business Time because timely representation aids the City in promptly conducting necessary investigations and avoids delays that hinder timely resolution of employee matters.**

   iii. **Authorized Representatives will facilitate effective communication between employees and management to ensure the safe and**

efficient delivery of services and to develop a heightened degree of labor-management cooperation.

iv. **In coordination with management, Authorized Representatives will assist with the development, promotion, implementation, and communication of new, revised, or updated programs and/or policies to members of the bargaining unit in order to streamline service delivery and facilitate timely implementation of changes in policies or programs.**

v. **In coordination with management, Authorized Representatives will assist bargaining unit employees with understanding and coordinating benefits as a means of achieving a healthier workforce and driving down both workers' compensation and healthcare costs and the use of sick leave.**

vi. **Authorized Representatives will participate directly in benefit evaluations, including serving on the Citywide Health Care Task Force, with the goal of driving down medical costs while providing appropriate medical benefits.**

vii **Upon direction from the City and consent of the Association, Authorized Representatives will participate in and serve as members of City-wide task forces and committees, including Police Department task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees.**

viii. **Authorized Representatives will represent bargaining unit employees at critical incidents. At least two Authorized Representatives, designated in writing by the parties, shall be on continuous paid stand-by to respond to critical incidents as needed. An employee will only be placed on stand-by if the member is available for call-out. If call-out occurs, overtime shall be paid in accordance with Article 3, Section 3.2.**

ix. **In coordination with management, Authorized Representatives will participate in City-sponsored community projects as a means of enhancing community trust.**

x. **Authorized Representatives will assist members in understanding and following work rules, rights, obligations, and responsibilities as a means of enhancing employee performance.**

xi. **In coordination with management, Authorized Representatives will assist bargaining unit employees and management in matters related to employer-employee relations as a means of controlling administrative and litigation costs and resolving matters at the earliest possible stage.**

xii. **In coordination with management, Authorized Representatives will participate in safety programs and compliance initiatives to enhance workplace safety efforts.**

xiii. **In coordination with management, Authorized Representatives will participate in other activities specifically requested or approved by the City Manager or designee.**

Authorized Representatives are prohibited from participating in any political activity prohibited by AR 2.16 and defined in A.R.S. § 23-1431(G)(5) while on City Business Time unless specifically requested by the City Manager or designee.

City Business Time may be used only for activities expressly authorized under this Section 1-3(B)(1)(e) of this MOU. The City reserves the right to deny approval of a request to use City Business Time for activities not consistent with the terms and conditions of this MOU. The City shall not arbitrarily deny requests for use of City Business Time for activities that provide a clear, measurable benefit to City operations, such as improving employee safety or productivity, achieving cost savings, improving regulatory compliance, and helping employees understand and exercise their rights and responsibilities, or reducing litigation risk.

f. **Association Business Activities. The following activities constitute Association Business and shall be charged against the Release Time Bank described in Section 1-3(B)(3) when performed during the Authorized Representative's regular work schedule. Authorized Representatives must obtain the permission of their non-unit supervisor to engage in such activities during the regular work schedule:**

i. **Lobbying, including letter writing or telephone calls.**

ii. **Legislative or political activity, including participating in the preparation or distribution of legislative proposals.**

iii. **Organizing, including preparing and/or distributing union organizing materials.**

iv. **Preparing for or conducting meet and confer negotiations under Chapter 2, Article XVII, Phoenix City Code. This does not include day-to-day contract administration or representation of unit employees in grievance, disciplinary, or investigative proceedings, which are City Business Time activities under Section 1-3(B)(1)(e)(ii).**

v. **Any other representational activity that is not expressly listed as City Business Time under Section 1-3(B)(1)(e).**

2. **Association Representatives:**

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

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

a. **Up to two PLEA representatives may, when the Association is designated by the unit employees as his representative, attend mutually scheduled grievance meetings, Critical Incident Review Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Preparation for the proceedings listed in this subsection, including gathering information, interviewing the grievant/appellant or witnesses, and preparing presentations, shall also be conducted without loss of pay or benefits, as such preparation directly advances the City's interest in timely and effective resolution of employee matters. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation. The representatives who perform the attendance and preparation activities described in this Section are not required to use Release Time Bank hours for those activities but shall record their time performing these activities as City Business Time as set forth in Section 1-3(B)(3)(c). Any representational activity of Association Representatives not described in this Section 1-3(B)(2)(a) that is performed during the representative's regular work schedule shall be charged against the Release Time Bank.**

b. **When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The**

increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. **Release Time Bank—Member-Funded:**

   a. **<u>Establishment and Funding of the Bank</u>**
   A bank of paid Association release time hours ("Release Time Bank") shall be created for each MOU year for use by Authorized Representatives and other PLEA representatives to conduct activities and duties not authorized under 1-3(B)(1)(e) above.

   The size of the Release Time Bank for each MOU year shall be calculated by multiplying 7.5 hours by the number of PLEA members in Unit 4 as of the beginning of the last pay period in June of the immediately preceding fiscal year.

   The Release Time Bank constitutes a negotiated component of the overall compensation package established under this Agreement. The value associated with the Release Time Bank represents compensation that would otherwise be payable to PLEA members as wages or benefits. The Release Time Bank is funded through the 7.5-hour per-PLEA-member compensation allocation described in the Section 1-3(B) introductory paragraph, which PLEA members elect to allocate to the Release Time Bank pursuant to PLEA's Bylaws and by virtue of their membership, rather than receive as direct wages or benefits. Participation in this allocation is voluntary and is not a condition of employment.

   Unit employees who are not members of PLEA shall not be required to contribute compensation to the Release Time Bank. The equivalent value of the compensation allocation attributable to non-members shall instead be provided to those non-members as additional vacation time as set forth in Section 1-3(B)(3)(M). The equivalent value for each non-member shall be calculated on a per-capita basis equal to the 7.5-hour per-member allocation. Nothing in this section prevents a unit employee, whether a PLEA member or non-member, from voluntarily donating vacation leave pursuant to Section 5-6(N). Any such donation shall be entirely voluntary and shall not be a condition of employment.

   b. **<u>Authorized Uses</u>**

Release Time Bank hours shall be used only for Association Business activities as defined in Section 1-3(B)(1)(g). PLEA expressly agrees that these are the authorized and exclusive uses of Release Time Bank hours. Release Time Bank hours are distinct from and do not include City Business Time activities under Section 1-3(B)(1)(e), which are separately funded by the City. PLEA representatives shall accurately document and report all Bank hours used as provided in Section 1-3(B)(3)(c).

c. **Time Reporting, Oversight, and Accountability**

PLEA shall maintain written records of all City Business Time and Release Time Bank hours used, including the date, identity of the employee, hours used, and the specific City Business Time activity from Section 1-3(B)(1)(e) or Association Business activity from Section 1-3(B)(1)(g) for which the time was used. PLEA shall provide the Human Resources Director or designee a written monthly activity log documenting the Release Time Bank hours used by Authorized Representatives and any other representatives drawing from the Bank.

Each Authorized Representative shall also document City Business Time activities on a monthly basis sufficient to demonstrate compliance with the City Business Time obligation established in Section 1-3(B)(1)(e). Other representatives who engage in City Business Time activities under Section 1-3(B)(2)(a) shall also document on a monthly basis time spent on those activities. City Business Time documentation shall be submitted to the Human Resources Director or designee on the same monthly schedule as the Release Time Bank activity log.

The City retains the right to audit and challenge submitted logs. Any challenge shall be provided to PLEA in writing, setting forth the factual basis of the challenge and the City's proposed resolution. In the event of disagreement, either party may request to meet and confer on the matter. Any unresolved dispute shall be processed as a grievance in accordance with Article 2 of this MOU. No monetary reimbursement shall be required unless and until the grievance has concluded. Grievance resolution may include PLEA reimbursing the City for documented Association Business hours incorrectly classified as City Business Time or time documented as City Business Time that was not actually spent performing City Business Time activities within 45 calendar days of final resolution by the City Manager.

PLEA shall use best efforts to provide at least 24 hours' advance written notice to Labor Relations before use of Release Time Bank hours so that affected chains of command may be notified. In all cases, PLEA shall provide notice of Bank hours actually used no later than 5

business days after use. Approval of Release Time Bank hours is subject to Departmental operational and scheduling factors.

Benefits During Release Time. An Authorized Representative or other PLEA representative using Release Time Bank hours pursuant to this MOU will remain in paid status and will continue to receive all insurance and benefit coverage for which the employee would otherwise be eligible. Approval of claims made for benefits will be determined on a case-by-case basis.

d. **Excess Hours and Carryover**
The total hours donated by the members and employees of Unit 4 will be considered the maximum number of hours available for the Release Time Bank. Unused hours from any MOU year will be carried over into the first year of the next contract.

C. **A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police Chief or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.**

D. **Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, upon request, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number, employee ID, and assignment. The City will also provide a monthly list of employees added that month to Unit 4.**

E. **The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the**

Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

F. **The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year.**

G. **The Association and the Department will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed 1 hour to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. Curriculum will be jointly approved with the Training Bureau Division Chief.**

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

I. **Any unit representative attending any IRP, DRB, CIRB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.**

J. **In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.**

K. **Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.**

L. **To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. PLEA will utilize best efforts to provide advance notice of the briefings it will attend.**

M. **Non-Member Compensation Equivalent**
Because the Release Time Bank described in Section 1-3(B)(3) is funded through the voluntary compensation allocation of PLEA members, unit employees who are not members of PLEA shall not contribute to that cost. The City shall provide each non-member additional vacation time equivalent to the value of the 7.5-hour per-PLEA-member compensation allocation that each PLEA member allocates under Section 1-3(B)(3). Unit members who are not PLEA members at the beginning of the last pay period in June of each year will receive 7.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in July of that same year. These credits are paid directly by the City and are not deducted from any Association leave bank. Unit employees who are not Association members may also voluntarily donate vacation leave to the Release Time Bank pursuant to Section 5-6(N).

N. **As Unit 4's certified bargaining representative, the Association will be notified electronically of Critical Incident Review Boards and Disciplinary Review Boards at the time of scheduling.**

Section 1-4: Rights of Unit Members

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

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

1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit

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

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

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

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

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

4. At the time of the scheduled interview**, or request for a department memorandum, and receipt of Notice of Investigation,** by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will provide the unit member and / or their representative written notices of investigation informing the officer of the alleged facts that are the basis of the investigation and all relevant and readily available materials, including complaints (except for complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity commission). Material format may include video, audio, reports, photographs, documents, and other materials in accordance with A.R.S § 38-1104(A)(2) in effect during the term of this agreement. Upon the request of either party, the parties shall meet and confer the impact of any changes to the provisions of A.R.S § 38-1104(A)(2) during the term of this agreement. All materials will be

made available to the unit member and/or their representative in the draft investigation prior to the investigative review process (IRP).

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

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

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

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

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

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

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

9. As the certified bargaining unit for all unit 4 members, all finalized investigations will be provided to the Association monthly.

10. Analyses completed by artificial intelligence systems or programs ("AI") will not be used as the sole basis for decisions related to Unit employee discipline or officer assignments.

The City must notify officers, in writing, of the artificial intelligence systems or programs ("AI") utilized by the City to review or analyze officer data, the specific data collected and analyzed by these systems, and how any analyses may be used.

If an "AI" system that is implemented by the department produces **clearly** faulty **or misleading** data **that could impact employee assignment** or discipline**,** the department in consultation with the association**, will suspend use** of the system. **The** City and the association will **then** reconvene to assess the issue and determine appropriate **next steps**.

Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems, to perform tasks requiring cognition, including, but not limited to, learning, reasoning, self-correction, and creativity.

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

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

E.

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

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

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

4. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

   Final sustained discipline of suspension or higher of the following;

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest;
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
- The employee is under the influence of alcohol or illegal drugs on the job;
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
- The employee committed a violation of the City's Ethics Policy;
- The employee committed an act of dishonesty;
- The employee committed an act meeting the elements of a felony; or
- The employee has committed a Class 3 violation of use of force.

5. A Supervisory Counseling is a documented warning presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.

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

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

1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against them.

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

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

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

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

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

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

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

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

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

7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting

documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.

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

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

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

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

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

3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or their designated representative.

Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to their home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.

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

6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.

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

8. The unit member or the unit member's representative may make a request to the Chief, or their designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.

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

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

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

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

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

L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.

M. In accordance with the terms outlined in Section 1-4.E.4, a unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.

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

N. If an employee is not given their performance evaluation by the annual review date, the employee may request the merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

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

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

Q. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the

transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).

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

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

Section 1-5: Prohibition of Strike and Lockouts

A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.

C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.

D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:

   1. Discipline up to and including discharge.

2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

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

A. Informal Resolution

1. As a matter of good labor-management relations, unit members who believe that they have a bona fide grievance will discuss and attempt to resolve it with the appropriate lowest level of supervision.

2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.

3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

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

C. Procedure

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

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

1. Step 1

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

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

2. Step 2

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

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

3. Step 2.5

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

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

4. Step 3

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

      The Grievance Committee shall be composed of:

      Chairman – A member of the City Manager's Office designated by the City Manager.
      Member – A City department head on a rotating schedule.
      Member – The President of another union, other than the Grievant's, representing employees with the City of Phoenix.

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

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

      I. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.

II. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

III. The arbitrator shall be bound by applicable State and City law.

IV. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

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

D. Time Limits

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

E. Union Grievance

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

F. Group Grievance

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

G. Employer Grievances

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

Section 2-2: Labor-Management Committee

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

B. The Committee shall meet as needed by union request, quarterly at mutually scheduled times. Parties may mutually agree to meet more frequently.

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

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

E. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or designee.

F. **There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on employees.**

Section 2-3: Resolving General Complaints

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

ARTICLE 3: Compensation/Wages

Section 3-1: Wages

A. **In year one of this agreement, Unit 4 employees will receive:**

- **A 2.0% base wage increase, effective the first full pay period in July 2026.**
- **A non-continuous payment of $500 for each full-time unit employee to be paid out on the first full pay period in July 2026.**
- **A non-continuous payment equal to 1.0% of base wage for each full-time employee to be paid out on the first full pay period in August 2026.**

B. **In year two of this agreement, Unit 4 employees will receive:**

- **A 0.50% base wage increase, effective the first full pay period in July 2027.**
- **A non-continuous payment equal to 1.5% of base wage for each full-time employee to be paid out on the first full pay period in August 2027.**

C. **During each year of this agreement, all unit employees who are eligible for merit increases will be advanced one step in the pay grade in accordance with the provisions of the Pay Ordinance.**

D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.

E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.

F. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.

G. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment C.

H. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.

I. Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.

J. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

K. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.

L. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

M. Lateral Pay:

A **lateral** Police Officer will be placed into the pay step one below where a City of Phoenix Officer would be placed with the same time in service. (I.E. **5-**year lateral officer would be placed in step 4.)

A Federal Law Enforcement Officer will be placed into the pay step two below where a City of Phoenix Officer would be placed with the same time in service. (I.E. 5-year federal law enforcement officer would be placed in step 3.)

N. **The Human Resources Class & Comp Division will be available to meet monthly with Unit 4 leadership during the term of the contract to discuss issues related to classifications and grade allocations.**

Section 3-2: Productivity Enhancement Pay

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

A. Pay Benefit:

1. In December **2026**, June **2027**, December **2027**, and June **2028**, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive $80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of $1,040, annual maximum of $2,080 at 20 years.

2. In December **2026**, June **2027**, December **2027**, and June **2028**, a unit employee at 20 years and one day of continuous full-time service shall receive $125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of $2,000, annual maximum of $4,000 at 22 years or more.

B. Qualifications:

1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.

2. A unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.

3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.

4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.

5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

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

Section 3-3: Training Pay

A. Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional **6**% of their base hourly rate of pay for every day they are assigned to an officially authorized field training position.

B. Field Training Officers who train in place or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive **6**% base hourly rate of pay for every day the unit member actually trains.

C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:

1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.

2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training

only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.

3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.

D. Detectives **selected by** the department to conduct department-approved new **detective or civilian investigator** training will receive an additional 5% of their base rate of pay for every day **they perform such** training.

E. **Officers selected by the department to mentor and evaluate newly assigned special assignments bureau members will receive an additional 5% of their base rate of pay for every day the new member is under their mentorship.**

Section 3-4: Compensation for Interpreting and Translation by Sworn Police Officers

A. Purpose

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.

2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

B. Payment Authorization

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

C. Performance Activities Approved for Special Compensation

1. Verbal interpretation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

2. Written translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

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

D. Compensation

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by presenting

certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of $10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-10, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

E. Supervisory Authorization

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

Section 3-5: Overtime

A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.

B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his designees. **Positions which are normally filled by Unit 4 personnel may only be filled by another member of Unit 4. Under no circumstances will a non-Unit 4-member cover a scheduled or unscheduled patrol shift vacancy. This section does not apply to any special events, off duty employment, training or instruction, or situations that require an immediate response to a threat to public safety.**

C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.

D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of 300 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of 300 hours, he will be paid the difference.

E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.

F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.

G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-6 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-8, but shall be compensated at a minimum of 1 hour at 1-1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.

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

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

I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional 30 minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first 30 minutes of the meal period.

J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. He will not receive overtime for additional duty-related calls received during this compensation period.

K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a 7 calendar day period, as the squad he was on when the injury/illness occurred. After the 7 days, he may be reassigned to new duty hours and/or N-days.

L. A unit member who scheduled a leave day 30 calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-7 and/or Section 3-8, in addition to the leave day.

M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

Section 3-6: Court Time Overtime

A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-8 of this Memorandum.

1. Court time overtime shall be continuous time compensated consistent with Section 3-6, subsection C.

2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.

3. If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.

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

C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

Section 3-7: Call-Out Pay

A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-6, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.

B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

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

C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.

D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-6, subsection C.

Section 3-8: Out-of-Rank Pay

A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:

B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.

C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.

D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.

E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.

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

Section 3-9: Sick Leave Conversion at Retirement

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

A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.

2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.

3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A member that has between 1 – 899 hours of sick leave remaining in their sick leave bank at the time of retirement, shall be eligible for payment of 100% their base wage for 50% of their hours accrued.

2. A member who has accumulated a minimum of 900 – 1,285 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base hourly rate for 65% of their remaining sick hours.

3. A member who has accumulated a minimum of 1,286 – 1,713 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 80% of their remaining sick hours.

4. A member who has accumulated a minimum of 1,714 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 100% of their remaining sick hours.

5. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have 150 hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

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

C. Administration:

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

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

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

Section 3-10: Sick Leave Payout

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

Section 3-11: Night Shift Differential/Weekend Shift Differential

A. A unit member shall receive $2.00 per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.

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

C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.

D. A unit member shall receive $1.00 per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

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

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

Section 3-12: Stand-By Pay

A. When a unit member is required and assigned to be available for immediate emergency call-out at times that they are not otherwise on duty and the unit member complies with departmental regulations incident thereto, the unit member shall be compensated as follows: $100.00 on the unit member's non-work day and $80.00 on a workday.

B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained by any detail in the department.

Section 3-13: Court Time Standby Pay

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

   If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival

at the duty location or participation in virtual appearance begin. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.

C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.

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

Section 3-14: Off-Duty Employment

A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate supervisor.

B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.

C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's wellness, welfare, or performance is adversely affected.

D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

Section 3-15: Jury Duty

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

Section 3-16: Deferred Compensation and Defined Contribution Plans

A. The City's contribution to DCP will continue at 2.56%.

B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.

Section 3-17: Non-Direct Payment of Compensation or Benefits

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

Section 3-18: Drug Recognition Expert Premium Pay

Department qualified/certified Drug Recognition Experts (DRE) who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of $15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in DRE activities.

Section 3-19: Phlebotomist Premium Pay

Department qualified/certified phlebotomists who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of $15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in phlebotomy activities.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this section pertaining to “N” days shall not apply. The 8 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period of **40** minutes. When work demands permit, with a supervisor’s approval, a unit member may combine this **40** minute meal period with one of his 15 minute rest periods described under Subsection **F** of this Article to achieve a **55** minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.

B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this Subsection pertaining to “N” days shall not apply. The 10 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.

C. All unit four members assigned to patrol squads with beat responsibility will only work the work schedule defined in subsection B of this section (4/10’s) through June 30, **2028**.

D. If a unit member’s normal duty hours are changed with less than 7 days’ notice, then the unit member is entitled to premium pay.

   If a unit member’s normal “N” days are changed, then the unit member is entitled to premium pay.

   "Premium Pay" is calculated as follows:

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

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations **TM 9-00-9** is exempt from this section.

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

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

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

The parties shall in good faith address any issues raised by the Union in connection with meeting operational needs.

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

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

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

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

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

I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.

J. A unit member assigned to the Canine Detail shall be allowed**5** hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.

K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.

L. “On duty” training will be approved at the Division Chief level.

Section 4-2: Seniority

A. The City shall provide the Association with a list of unit members showing each unit member’s City employment date and class employment date.

B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.

B. If there is a substantive change in the City’s Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.

C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will, at a minimum, continue to pay the full monthly health insurance premium for the spouse or qualified domestic partner (QDP) and all eligible dependents. Should the surviving spouse remarry or enter into a new QDP, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.

   In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full

monthly health insurance premium for the spouse and all eligible dependents. The City will cover the payment of a supplementary **commuter** life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.

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

Section 5-2: Retiree Health Insurance

A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.

B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.

C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

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

Section 5-3: Dental Insurance

A. The City shall pay the full premium costs for single coverage for employees enrolled in the base HMO or PPO plan. and 75% of the premium costs for family coverage for a City dental plan.

B. At a minimum, the plan shall include a PPO option that consists of 100% payment of reasonable and customary charges covered for preventive and preventive-related diagnostic services and 80% payment of reasonable and customary covered charges for basic services and major services. At least one plan shall include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of $4,000 per person. Dental plans may be subject to the deductibles and limitations contained in the contract between the dental insurance

carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Section 5-4: Life Insurance

A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at $15,000. The City will continue the current policy for death in the line of duty at $100,000.00.

B. Effective August 1, 2001, the City will increase the $35,000.00 line of duty life and dismemberment insurance coverage to each unit member to $100,000.00.

C. Additionally, the City will provide to each unit member a $200,000 death benefit covering the unit member's commute to and from his city work location. The City will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes.

Section 5-5: Long-Term Disability Insurance

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

B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

Section 5-6: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-6, Overtime.

A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 excluding overtime pay.

B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
March Holiday (last Monday in March)
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Leave Days* & **

* After 6 months of continuous service.
** Personal leave will be a total of 20 hours for all unit members.

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

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

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.

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

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

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

G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.

H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:

1. Through 5 years of service 8 hrs. per month
2. 6th through 10th year of service 10 hrs. per month
3. 11th through 15th year of service 11 hrs. per month
4. 16th through 20th year of service 13 hrs. per month
5. 21st year of service and thereafter 15 hrs. per month

I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

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

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

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

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

K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.

L. A unit member may sell back up to 80 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

M. **PLEA Member Compensation Allocation. As set forth in Section 1-3(B)(3), PLEA members' pro-rata share of the total compensation value associated with the Release Time Bank is allocated to that bank by virtue of their PLEA membership and PLEA's bylaws. This allocation continues for so long as the unit member remains a member of PLEA. No separate donation form is required of PLEA members for this allocation.**

N. **Voluntary Donation of Leave**
   1. **Any unit member may voluntarily donate vacation leave to the bank by completing and submitting a voluntary donation form for a specified number of hours, not to exceed the maximum number of hours set forth in subsection N(3), below. For PLEA members, any donation under this subsection is in addition to the compensation allocation made pursuant to subsection M. By completing and submitting a voluntary donation form, a unit employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave. All donations under this subsection are entirely voluntary and are not a condition of employment. This donated time is to be used by union officers and representatives for Union-related activities. Voluntarily donated time is subject to the authorized use restrictions set forth in Section 1-3(B)(3)(c).**
   2. **The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member prior to that date.**
   3. **The maximum number of hours that may be voluntarily donated by any unit member under this subsection is 100 hours per fiscal year.**
   4. **Only Unit 4 members may donate hours to the Unit 4 Release Time Bank; the bank may only accept donated hours from Unit 4 members.**
   5. **No unit member may use more than 40 hours of donated time during any one pay period.**
   6. **Donated time counts towards hours worked for overtime purposes.**

Section 5-7: Out-of-State Vacation Recall

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

Section 5-8: Military Leave

A. Definition
   1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.

   2. This leave will be granted without loss of pay or other employment rights.

B. Leave Guidelines
   1. National Guard and Military Reserve leave time will be calculated using working days.

   2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.

   3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).

   4. Travel time will not be allowed in addition to inclusive dates shown on requests.

   5. A copy of the Military Orders will accompany leave requests.

Section 5-9: Uniform, Clothing and Equipment Allowance

A. Department-issued equipment, as follows:

   1. The Police Department will furnish to each unit member entering the department the following:

1	Uniform Belt
1	Handcuff Case
1	Holster
1	Helmet
1	Magazine Pouch
1	Service Weapon
1	Pepper Spray Holder
1	Pepper Spray Canister
1	Pair of Handcuffs and Key
1	Uniform Breast Badge
1	Flat Badge with Case
1	(pair) Puncture resistant gloves

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

2. Pilot's equipment list as follows:

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

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

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

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

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

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

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

F.

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

Canine	$320
SAU (Tactical)	$320
Air Unit	$320

Solo Motor	$320
TRU***	$320
Detectives*	$320
Bike Officers**	$320
Honor Guard	$320
SAU Negotiators	$320
Drone Pilots	$320

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

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

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

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

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

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

*** TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member

must attend annual training and maintain certification to be eligible for allowances.

G.

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

2. At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.

3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above $1,000 reimbursement every 5 years.

H.

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

Business Suit	$250
Business Dress	$100
Sport Coat	$150
Dress Shirt	$50
Dress Trousers	$75
Dress Skirt	$75
All Shoes	$100
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	$100
Glasses and contacts RX	ALL
Sunglasses - non-RX	$80
Watches	$80
Jewelry	$75
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	$100
Ballistic Vest	ALL

Service Weapon and (up to cost of City weapon) authorized attached accessories

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.

3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.

4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.

I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.

J. Upon retirement, with Chief approval, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for $1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for $1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:

1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for $1.00.

2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.

L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:

- Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of $500 every 5 years.

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

Section 5-10: Reimbursement for Education Expenses

A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

   1. For the 2021-2023 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed $13,000 across any two-year period.

   2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations.

   3. Unit members shall be allowed to use up to $500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-11: Leave of Absence

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

Section 5-12: Workers' Compensation

A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.

B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.

C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.

D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

Section 5-13: Wellness/Benefits Committee

This Wellness/Benefits Committee Agreement ("Agreement") is entered into by and between the City of Phoenix ("City") and the Phoenix Law Enforcement Association ("PLEA"), collectively referred to as "the Parties." The Parties recognize the importance of supporting the health, safety, and overall, well-being of sworn personnel; and the Parties mutually desire to promote wellness initiatives that encourage healthy lifestyles, strengthen workplace morale, and foster a supportive working environment. therefore, the Parties agree as follows:

A. Establishment of the Wellness/Benefits Committee
The Parties hereby establish a joint Wellness Committee ("Committee"). The Committee shall be composed of representatives appointed by the Police Chief and by the PLEA President, along with at least one representative from the City's Human Resources Department, that includes a Benefits/Retirement subject matter expert as needed.

B. Purpose and Scope
The Committee shall serve as a collaborative body to identify, evaluate, and recommend wellness-related initiatives for sworn personnel. The Committee's scope of work may include, but is not limited to:

1. **Identifying and reviewing wellness programs, activities, and resources, including consideration of sabbatical opportunities for officers.**

2. **Providing input on workplace health and safety concerns related to wellness, including the potential effects of hypervigilance.**

3. **Evaluating the effectiveness of implemented wellness initiatives and proposing improvements or modifications as appropriate.**

4. **Reviewing benefits options including retiree healthcare.**

C. Meeting Schedule
The Committee shall convene once every two months unless otherwise agreed to by the parties.

D. Human Resources Director Participation
The Human Resources Director, or their designee, shall be invited to attend Committee meetings on a quarterly basis. During these meetings, the Committee shall provide updates on progress, including any available metrics or data demonstrating the effectiveness of programs, activities, or resources reviewed.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

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

Section 6-2: Copies of Memorandum

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

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

A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

B. The Association recognizes the powers, duties and responsibilities of the Police Chief as set forth in the Charter and Ordinances and that pursuant thereto the Police Chief has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.

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

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

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

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

Section 6-5: Physical Fitness

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

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

B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.

C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.

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

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

- May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

Section 6-6: Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2026**, up to the beginning of the first regular pay period commencing in July **2028**.

B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.

C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.

D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this 28 of May, 2026.

Dan Grant, Lead Negotiator, Phoenix Law Enforcement Association (PLEA)

Cathleen Simpson, Human Resources Deputy Director/Labor Relations, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix 06.11.2026

CITY CLERK RECEIVED 2026 JUN 11 P 12:22

APPROVED AS TO FORM: BA

City Attorney, City of Phoenix

PLEA Team:

Dan Grant, Treasurer, Lead
Darrell Kriplean, President
Yvette Bro, Vice President
John Maxwell, Secretary
Becky Maldonado (Scribe)

City of Phoenix Team:

Cathleen Simpson, Deputy HR Director, Labor Relations
Jeff Benza, Assistant Police Chief
Sean Kennedy, Assistant Police Chief
Christy Calderon-Tanguma, Commander
Rick Leyvas, Commander
Tobin Daily, Police Human Resources Supervisor
Brittany Whittle, HR Management Assistant II (Coordinator)
Desiree Pompa, HR Benefits Analyst I (Scribe)

ATTACHMENT A

DRUG TESTING

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

ATTACHMENT B

RETIREE HEALTH CONTRIBUTION

City of Phoenix

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

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

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

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

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

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

ATTACHMENT C

Unit 4 – Police Officers
WAGES

Police Officer, Job Code 62210

	Effective July 6, 2026			Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	$36.465	$2,917.20	$75,847.20	1	$36.647	$2,931.76	$76,225.76
2	$38.189	$3,055.12	$79,433.12	2	$38.380	$3,070.40	$79,830.40
3	$40.004	$3,200.32	$83,208.32	3	$40.204	$3,216.32	$83,624.32
4	$41.912	$3,352.96	$87,176.96	4	$42.121	$3,369.68	$87,611.68
5	$43.901	$3,512.08	$91,314.08	5	$44.120	$3,529.60	$91,769.60
6	$45.982	$3,678.56	$95,642.56	6	$46.212	$3,696.96	$96,120.96
7	$48.175	$3,854.00	$100,204.00	7	$48.415	$3,873.20	$100,703.20
8	$50.470	$4,037.60	$104,977.60	8	$50.722	$4,057.76	$105,501.76
9	$52.877	$4,230.16	$109,984.16	9	$53.141	$4,251.28	$110,533.28

Police Officer*Pilot, Job Code 62211

	Effective July 6, 2026			Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	$50.000	$4,000.00	$104,000.00	1	$50.250	$4,020.00	$104,520.00
2	$52.377	$4,190.16	$108,944.16	2	$52.639	$4,211.12	$109,489.12
3	$54.866	$4,389.28	$114,121.28	3	$55.140	$4,411.20	$114,691.20

Police Officer*Rescue Pilot, Job Code 62212

	Effective July 6, 2026			Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	$51.847	$4,147.76	$107,841.76	1	$52.106	$4,168.48	$108,380.48
2	$54.325	$4,346.00	$112,996.00	2	$54.597	$4,367.76	$113,561.76
3	$56.906	$4,552.48	$118,364.48	3	$57.190	$4,575.20	$118,955.20

Police Officer*Flight Instr, Job Code 62213

	Effective July 6, 2026			Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	$53.815	$4,305.20	$111,935.20	1	$54.084	$4,326.72	$112,494.72
2	$56.365	$4,509.20	$117,239.20	2	$56.647	$4,531.76	$117,825.76
3	$59.038	$4,723.04	$122,799.04	3	$59.333	$4,746.64	$123,412.64

Police Officer*Chief Pilot, Job Code 62214

	Effective July 6, 2026			Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	$55.784	$4,462.72	$116,030.72	1	$56.063	$4,485.04	$116,611.04
2	$58.426	$4,674.08	$121,526.08	2	$58.718	$4,697.44	$122,133.44
3	$61.210	$4,896.80	$127,316.80	3	$61.516	$4,921.28	$127,953.28