

158236--0

**MEMORANDUM OF AGREEMENT**

**2023 – 2024**

**CITY OF PHOENIX**

**AND**

**PHOENIX POLICE SERGEANTS AND  
LIEUTENANTS ASSOCIATION**

**REPRESENTING UNIT 6 EMPLOYEES**

<b>PROVISION 1: RIGHTS</b> .....	<b>4</b>
PREAMBLE.....	4
PROVISION 1-1: GENDER/UNIT EMPLOYEE DEFINED.....	4
PROVISION 1-2: CITY AND DEPARTMENT RIGHTS.....	4
PROVISION 1-3: RIGHTS OF THE ASSOCIATION .....	5
PROVISION 1-4: RIGHTS OF UNIT EMPLOYEES.....	9
<b>PROVISION 2: GRIEVANCE/DISPUTE RESOLUTION PROCESS</b> .....	<b>13</b>
PROVISION 2-1: GRIEVANCE PROCEDURE.....	13
PROVISION 2-2: LABOR-MANAGEMENT COMMITTEE .....	13
PROVISION 2-3: ADDRESSING GENERAL COMPLAINTS .....	14
<b>PROVISION 3: COMPENSATION/WAGES</b> .....	<b>14</b>
PROVISION 3-1: WAGES.....	14
PROVISION 3-2: PRODUCTIVITY ENHANCEMENT PAY .....	15
PROVISION 3-3: TRAINING PAY FOR FIELD TRAINING OFFICER SERGEANTS .....	16
PROVISION 3-4: COMPENSATION FOR INTERPRETING AND TRANSLATION .....	16
PROVISION 3-5: EXTRA STEP WITH 20 YEARS CONTINUOUS SERVICE .....	17
PROVISION 3-6: OVERTIME (HOURLY UNIT EMPLOYEES ONLY) .....	17
PROVISION 3-7: COURT TIME OVERTIME (HOURLY UNIT EMPLOYEES ONLY) .....	19
PROVISION 3-8: CALL-OUT PAY (HOURLY UNIT EMPLOYEES ONLY).....	20
PROVISION 3-9: OUT-OF-RANK PAY (HOURLY UNIT EMPLOYEES ONLY) .....	20
PROVISION 3-10: SICK LEAVE CONVERSION AT RETIREMENT .....	21
PROVISION 3-11: SICK LEAVE PAYOUT .....	22
PROVISION 3-12: SHIFT DIFFERENTIALS (HOURLY UNIT EMPLOYEES ONLY).....	22
PROVISION 3-13: STAND-BY PAY (HOURLY UNIT EMPLOYEES ONLY) .....	23
PROVISION 3-14: COURT TIME STANDBY PAY (HOURLY UNIT EMPLOYEES ONLY) .....	23
PROVISION 3-15: JURY DUTY .....	24
PROVISION 3-16: 457(B) DEFERRED COMPENSATION AND 401(A) DEFINED CONTRIBUTION PLANS .....	24
PROVISION 3-17: FLEXIBLE REIMBURSEMENT ACCOUNT PROGRAM (FLEXRAP) .....	25
PROVISION 3-18: HEALTH EXAMINATIONS.....	25
PROVISION 3-19: GENERAL LIABILITY INSURANCE .....	25
PROVISION 3-20: INDUSTRIAL INSURANCE .....	25
PROVISION 3-21: COMPENSATION/WAGES .....	25
<b>PROVISION 4: HOURS OF WORK</b> .....	<b>26</b>
PROVISION 4-1: WORK SCHEDULES.....	26
<b>PROVISION 5: BENEFITS</b> .....	<b>28</b>
PROVISION 5-1: HEALTH INSURANCE .....	28
PROVISION 5-2: RETIREMENT BENEFITS .....	28
PROVISION 5-3: DENTAL INSURANCE .....	29
PROVISION 5-4: LIFE INSURANCE .....	29
PROVISION 5-5: LONG-TERM DISABILITY INSURANCE .....	30
PROVISION 5-6: HOLIDAYS AND VACATION .....	30
PROVISION 5-7: OUT-OF-STATE VACATION RECALL .....	32
PROVISION 5-8: UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE .....	33
PROVISION 5-9: REIMBURSEMENT FOR EDUCATION EXPENSES .....	35
PROVISION 5-10: VOTING TIME OFF.....	36
PROVISION 5-11: CITY-SPONSORED TRAINING.....	36
PROVISION 5-12: EDUCATIONAL LEAVE.....	37
PROVISION 5-13: EARNED PAID SICK TIME .....	37
PROVISION 5-14: BEREAVEMENT LEAVE.....	37
PROVISION 5-15: MILITARY LEAVE.....	37
PROVISION 5-16: MILEAGE ALLOWANCE .....	38
PROVISION 5-17: MISCELLANEOUS BENEFITS .....	38
<b>PROVISION 6: MISCELLANEOUS</b> .....	<b>38</b>
PROVISION 6-1: CHANGES TO DEPARTMENT MANUALS .....	38

PROVISION 6-2: PHYSICAL FITNESS .....38  
PROVISION 6-3: SAVING CLAUSE.....39  
PROVISION 6-4: COPIES .....40  
PROVISION 6-5: TERM AND EFFECT .....40  
PROVISION 6-6: .....40  
**ATTACHMENT A: PAY RATES .....42**

# PROVISION 1: RIGHTS

## Preamble

The parties, through their designated representatives, met and discussed in good faith pursuant to the Meet and Discuss Ordinance, issues related to salaries and fringe benefits for the Phoenix Police Sergeants and Lieutenants Association (PPSLA) and unit 6 employees.

The City and PPSLA agree that it is in both parties' best interest to communicate concerns and changes to ensure efficiency and success for all.

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

## Provision 1-1: Gender/Unit Employee Defined

Whenever 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 apply. "Unit employee" for the purpose of this agreement, is defined as Sergeants and Lieutenants, unless noted otherwise. All unit employees are hourly (non-exempt), with the exceptions of Sergeant, Assign: Law Specialist and Lieutenant, Assign: Law. Unit employees in these assignments are salaried (exempt), and are not eligible for overtime compensation, compensatory time, or any other forms of compensation or benefits for which hourly unit employees are eligible.

## Provision 1-2: City and Department Rights

- A. PPSLA 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 PPSLA recognizes the exclusive right of the Police Chief to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this agreement, provided that such rules and procedures do not violate any of the specific express provisions of this agreement.
- 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, operational needs of the Department and community we serve.

- 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 cause, pursuant to the Personnel Rules. The City reserves the right to lay off personnel of the Department.
- E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed.
- 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.
- G. Except as otherwise specifically provided in this agreement, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.
- H. Unless exigent circumstances exist, the City will meet with PPSLA representatives to provide information on pending reorganizations affecting unit employees. The City shall have final authority on reorganizations of the Police Department.
- I. PPSLA recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. PPSLA pledges cooperation to increase departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police department and the police department personnel, including those set forth in this agreement, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this agreement 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 agreement are not in any way, directly or indirectly, subject to the AR 2.61 Grievance Procedure.

### **Provision 1-3: Rights of the Association**

- A. Consistent with Phoenix City Code 2-226, PPSLA is the exclusive “**meet and discuss**” representative of the Phoenix Police Department Sergeants and Lieutenants. A sergeant or lieutenant can be represented **by PPSLA** during any part of the internal disciplinary process including administrative interviews, Investigative Review Process (IRP), **Critical Incident** Review Boards and/or Disciplinary Review **Boards** (DRB).

Up to two employee representatives may attend meetings with management representatives if more than one management representative is in attendance.

- B. Association Release

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

#### 1. Full-Time Release Positions

- a. PPSLA shall have two full-time release positions designated as the President of PPSLA and the Chief Representative. At all times the President and the Chief Representative shall be a full-time paid police Sergeant or Lieutenant and will at all times perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. The City agrees to pay the full cost of the PPSLA President's and the Chief Representative's salary and fringe benefits pursuant to this provision. It is understood that these full-time release positions and the employer shall make all contributions to the Public Safety Personnel Retirement System required by law so as to maintain the full eligibility of the incumbents in the full-time release positions under the Public Safety Personnel Retirement System.
- b. The President and Chief Representative agree to be bound by the City's Personnel Rules, Administrative Regulations, and department's rules and regulations including proper notification when utilizing sick or vacation leave, and may be subject to disciplinary action for violations of any rules, regulations, general or operational orders. This requirement applies at all locations during work hours.
- c. The President and the Chief Representative shall participate in all appropriate training requirements necessary to maintain all required certifications and job qualifications in the department, including all training mandated by the Arizona Peace Officer Standards and Training Board (AZ POST).
- d. The Association will keep the Labor Relations Division apprised annually of the regular work schedules of the full-time release positions.
- e. The City values and benefits from the participation of Association leaders on citywide task forces and committees, Labor – Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Association leaders. The full-time release positions agree to participate in these important committees and task

forces. In recognition of this commitment, the two full-time release positions will each be eligible for 208 hours of compensation each fiscal year.

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

## 2. Bank of Release Hours

The Association shall have an annual bank of 325 hours of paid Association release time for use by the Association to engage in legitimate Association business. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for meeting and discussing, pursuant to the Meet and Discuss Ordinance.
- For membership representation during internal investigations when a representative is coming in off duty or is not the representative on standby.
- For Association representatives to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as methods of effective representation.
- For Association representatives to communicate with members regarding association-related matters, investigate grievances or prepare for hearings.

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

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

Unit employees may donate personal vacation hours to supplement the bank of release hours on an hour-for-hour basis.

3. Certain specified PPSLA representatives have the right to represent sergeants or lieutenants during regular working hours in accordance with Grievance and disciplinary investigative procedures.

- C. Upon the Association's filing of a Third-Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish PPSLA bimonthly, at actual cost, a listing of all unit employees, indicating name, mailing address, phone number, Bureau, and Bureau address. **The City will also provide a monthly list of employees added that month to Unit 6.**
- D. The City will make every effort to notify PPSLA of upcoming sworn promotions and retirements above the rank of officer as soon as possible. The name, serial number, retirement date and precinct/bureau will be provided.
- E. The Association will be allowed 1-hour to talk to soon-to-be-promoted Sergeants and Lieutenants to explain the rights and benefits under the PPSLA Agreement. These activities are agreed upon to be mutually beneficial to the city and the community. This time will be allotted during supervisory school. The content of such information shall not be political in nature; abusive of any person or the Department; or disruptive of the Department's operation; and shall reflect the values of the City of Phoenix.
- F. If mutually agreed upon, PPSLA, in cooperation with management, will be invited to attend precinct/bureau/detail supervisor retreats.
- G. **The Association** will have **one** PPSLA position, designated in writing, on continuous paid stand-by for the mutual benefit of the City and Association to respond to critical incidents and call out as needed. No Association member will be placed on stand-by if the Association member is not available for call-out. If call-out occurs, overtime will be paid in accordance with **Provision 3-8 of this Agreement.**
- H. The City will continue to provide the PPSLA **President** an office at **Police Headquarters**, with access to a city-networked computer. In addition, each PPSLA release position will be equipped with a Mobile Data Computer or similar laptop device in order to facilitate critical incident response, callouts, telework, etc.
- I. Unit employees may review Association materials including through electronic media on lunch, breaks, or during shifts only on an infrequent basis so as not to interfere with assignments or operations. Unit employees will not be disciplined solely for viewing Association materials providing these requirements are maintained.
- J. With immediate supervisor's approval, and in consideration of operational needs, association business time (PW time) may be used during off-duty hours and may be substituted for on-duty leave time during the same work week. A PW slip will be used.
- K. The Association will be allowed to purchase, install and maintain one bulletin board per bureau/precinct for its sole and exclusive use for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the organization's operations. Bulletin boards provided by the Association shall not exceed 4' x 3' (width by height) in size, and shall be placed in a location established by the bureau/precinct commander that is accessible to unit employees. The Association will immediately remove all postings that are identified by the City as violating this provision.
- L. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues pursuant to the City's deduction authorization



form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deduction shall remain in effect during the term of this Agreement unless revoked in writing by the member at times and in a manner established by the City. The City assumes no liability on account of any action taken pursuant to this paragraph.

In the event of a line-of-duty death of an Association member, the Association may elect in writing that up to an additional \$50 be added to the monthly dues deduction for each member for one paycheck with proceeds going from the Association to the family of the fallen member. The City assumes no liability on account of any action taken pursuant to this paragraph.

M. Sections 2.223 through 2.235 of the Meet and Discuss Ordinance are hereby incorporated within this agreement.

### **Provision 1-4: Rights of Unit Employees**

A. All unit employees have the right to have the Association serve as their "meet and discuss" representative as set forth in the Meet and Discuss Ordinance without discrimination based on membership or non-membership in PPSLA or any other organization.

In compliance with the Meet and Discuss ordinance, the City and Association agree that there will be no restrictions on unit employees from initiating or canceling membership in the Association.

B. The City and PPSLA recognize that Sergeants and Lieutenants are part of management, but should also continue to hold rights to representation, consistent with other Police Department employees, as it pertains to grievances and discipline. To the extent allowed by law, the Police Chief agrees to grant Unit 6 members, upon request, the following:

1. Representation during the investigatory process when the Unit 6 member is the subject of an administrative investigation. During the investigatory interview, the 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 representative may not turn the interview into an adversarial proceeding, unduly disrupt the interview, interfere with the objectives of the interview, answer for the employee, or compromise the integrity of the interview. The representative also may not behave in a violent, verbally abusive, insulting or demeaning manner toward the interviewer.

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

employee. The interviewer may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the employee or representative.

2. Representation during a “Not Met” performance review appeal that reaches the Assistant Chief level.
3. Representation for presentations before the **Critical Incident Review Board**, Disciplinary Review Board (**DRB**), and Civil Service Board/**Hearing Officers**.
4. If any additional NOI’s are served during the course of a misconduct interview where a PPSLA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PPSLA representative.
5. 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.
6. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
7. In compliance with Investigative Protocols, reasonable environmental accommodations, as determined by Police management, will be provided at the scene of a critical incident while an employee is waiting with/for a representative (e.g., MAC Van, patrol car, etc.).
8. At the time of the scheduled interview by PSB, a Police Department Supervisor or other City Employee, the Investigator will **provide notices of investigation and other materials required by the provisions of A.R.S. § 38-1104 in effect during the term of this agreement. Upon request of either party, the parties shall meet and discuss the impact of any changes to the provisions of A.R.S. § 38-1104 during the term of this agreement.** All materials will be made available to the unit employee and /or his representative in the draft investigation prior to the IRP.

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

9. Department approved training will be approved at the Commander level, including the use of city business time and will be consistent with existing city rules and practice as it pertains to relevant training.
10. When a draft investigation is provided to a Unit employee, 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.
11. 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 **Critical Incident Review Board** before a final decision is rendered.

- C. 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.

- D. The term "personnel file" includes all employee files maintained at the Police Department and the Human Resources Department. In instances where some matters are in dispute, a committee will be convened to review the request. The three-person committee will consist of one representative of PPSLA, the Personnel Department as designated by the Human Resources Director and a sworn manager from the Police Department designated by the Police Chief.

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

**2. A unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file which may be adverse in nature.**

- E. A unit employee under administrative investigation, upon request, 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.

- F. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days from the date of the N.O.I., the unit employee may request that he or the PPSLA **Chief Representative** meet with the PSB Division Commander to discuss the status of the investigation. If the investigation results in discipline that the investigation exceeded 180 days from the date of N.O.I. may be a mitigating factor when determining the level of discipline.

- G. During the term of this agreement, by Association request, quarterly meetings will be held between members of the Professional Standards Bureau and PPSLA to discuss issues to include, but not be limited to, the length of investigations, legal issues, current trends and potential investigator conflicts of interest.
- H. Once a unit employee has been disciplined, no further disciplinary action may be imposed for the same specific allegation, during the same incident of misconduct. A unit employee may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- I. **Subject to the conditions outlined in Provision 1-4.C.** a unit employee seeking an “at request” transfer will only have discipline of a relevant nature considered in the determination of the transfer by using the following prescribed timeframe. 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

These timelines are also applicable if a unit employee’s discipline resulted in placement on any prosecutorial disclosure list e.g. “Brady List.” Although the underlying conduct for placement on such a list can be the determining factor for discipline or job action, the mere placement on such a list will not be used against a unit employee for the purposes of employment, transfer, promotion, or discipline.

- J. Unit employees will not be excluded from applying and/or competing in a transfer or promotion process based solely on a pending investigation or non-finalized discipline. The investigation is no longer considered “pending” once the IRP is complete and the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation.
- K. The Association recognizes the right of the City and the Police Chief to transfer employees within the Police Department in a manner most advantageous to the City. An Association member, or the Association at the request of the member, may request the opportunity to discuss and review a good-of-the-department transfer decision with the member’s Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Division Commander. (This paragraph does not apply to at-request transfers or transfers based on a selection process).

The annual purging of transfer request forms effective January 31 of each year shall only serve to remove transfer requests submitted during the previous calendar year and does not include the month of January for the most recent calendar year.

- L. Unit Employees will be notified as soon as practical if a complaint is made against them to include the nature of the complaint and the identity of the complaining party, unless such notification would jeopardize the integrity of the investigations.

- M. If the City overpays a unit employee 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.
- N. A unit employee 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
- O. At the conclusion of the **Critical Incident Review Board**, the Board Chair will verbally advise the unit employee and representative of policies violated that support the recommendation. The unit employee will also be provided a copy of the **Critical Incident Review Board** recommendation submitted to the Chief within 3 business days.

## **PROVISION 2: GRIEVANCE/DISPUTE RESOLUTION PROCESS**

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

- A. A unit employee may file a complaint concerning the interpretation or application of rules or regulations governing personnel practices, departmental work rules, working conditions, or alleged improper treatment of an employee, or this agreement, which has not been resolved satisfactorily in an informal manner between the unit employee and his/her immediate superior, in accordance with Administrative Regulation 2.61.
- B. PPSLA may file a grievance under Administrative Regulation 2.61 if the **Association** believes the City has taken action against a Sergeant or Lieutenant because of Association activities.
- C. The Association may also bring a dispute to the Labor-Management Committee for resolution or may seek mediation services when both parties agree.

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

### **Provision 2-2: Labor-Management Committee**

- A. There shall be a Labor - Management Committee consisting of 3 representatives of the Association, 3 representatives of the Department, and a representative from the City of Phoenix Human Resources Department, as appointed by the Human Resources Director. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free exchange of views and discussions of mutual concerns and problems.

- B. The Committee shall meet at least quarterly at mutually scheduled times.
- C. The City's Human Resources Department representative or his/her designee shall be the Chairperson. The Committee members shall, in advance of a meeting, provide the Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.
- D. Association Committee members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per Association Committee member per meeting.
- E. It is understood that the benefits granted herein shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the Association Committee member's work shift in pursuit of these benefits. The employer shall count as time worked any hours or fractions of hours spent within the Association Committee member's regular work shift in pursuit of these benefits.
- F. The parties agree to document and abide by mutual agreements that are reached through this process.

### **Provision 2-3: Addressing 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.

## **PROVISION 3: COMPENSATION/WAGES**

### **Provision 3-1: Wages**

- A. **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:**
  1. A **2.45%** base wage increase effective the first full pay period in July **2023**.
  2. **An increase in the City contribution the Defined Contribution Plan effective the first full pay period in July 2023 (See Provision 3-16).**
  3. **An increase in shift differentials effective the first full pay period in July 2023 (See Provision 3-12).**
  4. **An increase in Stand-By pay for certain unit employees effective the first full pay period in July 2023 (See Provision 3-13).**
  5. **Other items agreed to in the 2023-24 MOA with economic value.**
- B. **Additionally, Unit 6 employees will receive a non-continuous payment equal to the economic value of 5.0% of their base wage to be paid out on the first full pay period in August of 2023.**

## Provision 3-2: Productivity Enhancement Pay

In recognition of dedicated public service and overall performance of City of Phoenix sergeants and lieutenants, the City agrees to implement the following Productivity Enhancement pay formula for unit employees:

### A. Pay Benefits

1. On November **13, 2023**, and **June 10, 2024**, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this provision shall qualify for \$80 pro-rated and included each pay period in the qualifying unit employee's regular pay check, for the completion of each full year of continuous full-time service in excess of 5 years up to a semi-annual maximum of \$1,120 or an annual maximum of \$2,240 at the completion of 19 years of service.
2. On November **13, 2023**, and **June 10, 2024**, a unit employee who has completed 20 years or more of continuous full-time service and who meets the additional qualifications specified in the provision shall qualify for a semi-annual maximum of \$2,000 or an annual maximum of \$4,000 pro-rated and included each pay period in the qualifying unit employee's regular pay check, at the completion of 20 years of service.

### B. Qualifications

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

### C. Terms of Payment

1. The Productivity Enhancement pay will be paid in the regular biweekly paycheck as set forth in Provision 3-2, Section A.
2. Unit employees who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination pay.

### **Provision 3-3: Training Pay for Field Training Officer Sergeants**

- A. **Sergeants who supervise a designated Field Training Officer (FTO) squad will receive 10% additional pay while assigned.**
- B. **Sergeants who supervise a Field Training Officer (FTO) training in place will receive 5% additional pay while an Officer In Training (OIT) is assigned to the squad.**

### **Provision 3-4: Compensation for Interpreting and Translation**

#### A. Purpose

1. This provision provides guidelines for adjusting the compensation of unit employees who are authorized to utilize a language other than English to conduct an official Police Department investigation.
2. This compensation shall be for police-related investigations in which unit employees are called upon to interpret in addition to their regular duties.

#### B. Payment Authorization

1. Compensation provided for by this provision shall be given only when approved by the unit employee's supervisor.

#### 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.

#### D. Compensation

1. A unit employee 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 ten dollars per hour calculated to the nearest



one-quarter hour, in addition to his/her base hourly rate, for each hour he/she is engaged in assigned and authorized interpretation and/or translation activities.

Consistent with Section 5-9, B of this agreement and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

### **Provision 3-5: Extra Step with 20 Years Continuous Service**

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

### **Provision 3-6: Overtime (Hourly Unit Employees Only)**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty-hour workweek, eight-hour work shift, ten-hour work shift if a four-day workweek, or time assigned and worked beyond a unit employee's regularly scheduled work shift if an alternative work schedule is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled workweek, but not the work shift. Unpaid leave does not count as time worked.
- B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his/her designee.
- C. Overtime work will be compensated in either cash or compensatory time at the rate of one and one-half times the regular rate of pay after the first seven minutes assigned and worked beyond the end of the unit employee's regularly scheduled shift, calculated to the nearest one-quarter hour.
- D. It is the City's normal practice to pay overtime to eligible employees as monetary compensation on the pay date associated with the pay period in which overtime is worked. A unit employee may, subject to approval of his/her supervisor and based on considerations of departmental scheduling and operations factors, request to use

overtime as compensatory time, subject to the current limitation on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the unit employee's supervisor. For purposes of accumulating compensatory time the unit employee will enter a request for compensatory time worked into e-CHRIS. If the unit employee submits overtime requests that are in excess of the current limitation on the accumulation of compensatory time, he will be paid the difference on the second paycheck following the pay period in which it was processed. All overtime worked that is related to court award funding, Intergovernmental Agreements, Memorandum of Understanding, grants, or any other overtime that the department receives reimbursement, shall be paid as monetary compensation and will not be authorized for compensatory time accrual. In addition, if a large special event occurs and the department will receive reimbursement for the work performed during the event, all overtime worked shall be paid as monetary compensation and will not be authorized for compensatory time accrual.

1. A unit employee may be paid for accumulated compensatory time by submitting a eCHRIS request to the Fiscal Management Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit employee's request, and the Fiscal Management Bureau will make such payment in the pay period following receipt of the memorandum.
  2. Unit employees may accumulate up to 300 hours of compensatory time.
  3. Unit employees may contribute accrued vacation and compensatory time to other employees in accordance with City policy (A.R. 2.144, Leave Contributions to Fellow Employees) governing contributions of leave for serious illness of an employee or their immediate family member.
- E. At the direction of his/her superior, a unit employee shall be entitled to overtime in accordance with Provision 3-6 hereof, while he/she is being evaluated by the authorized and designated City physician for return to work at times he/she is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out times recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Provision 3-8, but shall be compensated at a minimum of one hour at time-and-one-half. No unit employee shall be compensated for other than the unit employee's directed evaluation by the City physician for return to work.
- F. When a unit employee is off-duty and is contacted by telephone because of his/her official duties, for purposes other than call-out, the unit employee will be paid a minimum of fifteen minutes at time-and-one-half, when any combination of calls equals seven minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest one-quarter hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- G. A unit employee on industrial leave and assigned to his/her home will be considered to have the same duty hours and N-days, up to a seven calendar-day period, as the squad he was on when the injury/illness occurred. After the seven days, he may be reassigned to new duty hours and/or N-days (such as 0800 - 1700 hours, Monday - Friday, with Saturdays and Sundays as N-days).

- H. A unit employee who scheduled a leave day thirty calendar days in advance through his/her immediate superior and has completed a Court Continuance Form, in accordance with departmental policy, who subsequently is placed on court standby or is required to appear in court, will receive if he chooses, overtime pay in accordance with this provision and Provisions 3-7 and/or 3-14, in addition to the leave day. The phrase “scheduled a leave day” means that the leave request must be received in the Fiscal Management Bureau thirty calendar days in advance.
- I. A unit employee who scheduled a leave day but failed to do so within thirty calendar days in advance, and who is placed on standby or called to court, will receive overtime pay in accordance with this provision and Provision 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court standby hours do not apply to this provision. The **unit** employee is required to **submit** a Court Continuance Form **to their chain of command**. Commanders/Administrators have discretion to approve a court continuance request submitted less than thirty calendar days in advance.

### **Provision 3-7: Court Time Overtime (Hourly Unit Employees Only)**

- A. When court time constitutes overtime, unit employees shall be entitled to overtime compensation/minimum call-out pay consistent with Provision 3-8. Court time overtime shall be continuous time compensated consistent with Provision 3-6.
- B. For purposes of this provision, the term “court” shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Mental Health Court; and Federal, State, and County grand juries as well as the Arizona Department of Transportation’s Executive Hearing Office. It is understood that this provision shall not apply to administrative hearings, including but not limited to Civil Service Board hearings, PERB hearings, and hearings pursuant to the Administrative Regulation 2.61 grievance procedure, unless the unit employee’s presence is required by the City.
- C. No cost parking will be provided for unit employees who are called to testify or appear in any City of Phoenix Municipal Court facility for any official Police Department business, whether on- or off-duty.
- D. After a unit employee verifies his/her need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit employee will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.
- E. 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.

### **Provision 3-8: Call-Out Pay (Hourly Unit Employees Only)**

- A. Any time that a unit employee is called back after leaving City facilities at a time other than his/her regularly assigned shift, the unit employee will receive a minimum of three hours of overtime pay at time and one-half.
  - 1. Compensation to a unit employee who is called out at times other than his regularly scheduled shift will begin at the time the unit employee is notified. The compensation will continue up to thirty minutes beyond the completion of the duties for which the unit employee was called out, or until the unit employee returns to his/her residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call-out guarantee. Travel time shall not apply when a unit employee is working overtime that was planned in advance.
- B. A unit employee beginning an overtime period within three hours or less prior to the regularly scheduled duty reporting time will be compensated for the actual time from when the overtime period begins to the time he is scheduled to report for duty, except that a unit employee shall not be eligible for additional compensation during that period. Call-out pay and regular pay shall not be permitted to overlap or result in the compounding of compensation.
- C. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen minutes), will be compensated for actual time spent in accordance with Provision 3-6 of this agreement.

### **Provision 3-9: Out-of-Rank Pay (Hourly Unit Employees Only)**

- A. A unit employee who is temporarily required to serve in a regular authorized vacant position in a higher supervisory classification shall be compensated at the appropriate rate of pay in accordance with the following:
  - 1. To be eligible for the additional compensation, the unit employee must first accumulate 10 regular working shifts of assignment in the higher rank within any twenty-four-month period. The days of out-of-rank assignment do not need to be consecutive. Once this qualification is satisfied, no additional re-qualifying will be required.
  - 2. A unit employee of higher rank must be on an approved leave of absence (e.g. BV, BC, PB) for authorized out-of-rank compensation to be approved. An N-day is not an authorized absence for out-of-rank compensation.
  - 3. When the department does not have absences, vacancies, or temporary positions available for the normal out-of-rank process, pre-authorization must be obtained from the Human Resources Department in advance of the higher-level work being assigned or performed.

4. Temporary assignments out-of-rank shall be recorded only in full-shift units. A unit employee working out-of-rank for less than one full shift (six hours) will not be credited with working out-of-rank service time.
5. To qualify for out-of-rank pay, a unit employee must be assuming substantially the full range of duties and responsibilities of the higher-level position.
6. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
7. A unit employee who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for each completed work shift served in the higher rank. In the event of overlapping salary ranges, a one step differential shall be paid for out-of-rank assignments.

### **Provision 3-10: Sick Leave Conversion at Retirement**

#### **A. Definitions**

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

#### **B. Benefit and Eligibility**

1. **A unit** employee who has accumulated a minimum of 600 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 50% of his/**her** base hourly rate for all hours.
2. **A unit** employee who has accumulated a minimum of 1,700 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 80% of his/**her** base hourly rate for all hours.
3. **A unit** employee who has accumulated a minimum of **2,000** hours or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 100% of his/her base hourly wage for all hours.
4. A unit employee 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 employee may only elect to exercise this benefit 3 times in their career and not more than one time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

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

#### C. Administration

1. At the time of retirement, the Records Section of the Human Resources Department, based upon information provided by the Police Department, shall determine the unit employee's eligibility and the amount of unused sick leave for which he/she will be compensated.
2. The unit employee shall verify in writing that the Records Section's computations are correct.
3. In the event a unit employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for final and binding resolution.

### **Provision 3-11: Sick Leave Payout**

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

### **Provision 3-12: Shift Differentials (Hourly Unit Employees Only)**

- A. A unit employee shall receive **\$2.00** per hour in addition to his/her base hourly rate of pay when working a night shift or any portions of a night shift that ends at or after 10:00 p.m.
- B. A unit employee shall receive a night shift pay differential only for hours scheduled and worked, and not while on paid leave time.
- C. A unit employee who is called out and works between the hours of 10:00 p.m. and 6:00 a.m. will be paid a night shift differential for all hours worked at the rate specified in this provision. If a unit employee was called out while on a standby status, he/she will not receive night shift differential.
- D. A unit employee shall receive **\$1.00** per hour in addition to his/her base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a designated weekend shift. A designated weekend shift is defined as any shift

that starts on or after 2:00 p.m. on Friday, and continues through any shift that starts on or before, but not after, 11:59 p.m. on Sunday.

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

### **Provision 3-13: Stand-By Pay (Hourly Unit Employees Only)**

- A. When a unit employee is required and assigned to be available for immediate emergency call-out at times that the employee is not otherwise on duty, and the employee complies with departmental regulations incident thereto, the rate of pay shall be as follows:

For a scheduled workday, sergeants will be compensated for **1.25 hours** of pay at the Step 6 rate of pay for their rank. Lieutenants will be compensated for 1 hour of pay at the Step 4 rate of pay for their rank.

For an N-day or holiday, sergeants will be compensated **for** 2 hours of pay at the Step 6 rate of pay for their rank. Lieutenants will be compensated for 2 hours of pay at Step 4 rate of pay for their rank.

- B. Standby assignments will be maintained in units designated by the Police Chief or his/her designee.

### **Provision 3-14: Court Time Standby Pay (Hourly Unit Employees Only)**

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

1. If call-out occurs before the expiration of 2 hours of standby, then standby status shall continue until the occurrence of either, a) the expiration of 2 hours; or b) arrival at the duty location or participation in the virtual appearance begin. Call-out pay and standby pay shall not be permitted to overlap resulting in the compounding of compensation.

- B. If a unit employee fails to exercise his/her responsibility to contact the appropriate representative of the court or a party sixteen hours or less before the time indicated on

the subpoena to determine the continued need for him/her to stand by, he/she is not eligible for any standby pay.

- C. For the purpose of this agreement, “subpoena” refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this provision, the term “court” shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Mental Health Court; and Federal, State, and County grand juries as well as the Arizona Department of Transportation’s Executive Hearing Office. It is understood that this provision shall not apply to administrative hearings, including but not limited to Civil Service Board hearings, PERB hearings, and hearings pursuant to the Administrative Regulation 2.61 grievance procedure, unless the unit employee’s presence is required by the City.

### **Provision 3-15: Jury Duty**

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

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

### **Provision 3-16: 457(b) Deferred Compensation and 401(a) Defined Contribution Plans**

- A. The City will contribute **1.5%** of a unit employee’s base annual salary to the City’s 401(a) Defined Contribution Plan. If a unit employee’s contributions from all sources exceed the federal maximum allowed for 401(a) defined contribution plans including catch-up provisions, excess City fringe contributions will be contributed to the City sponsored 457(b) Deferred Compensation Plan. If the full amount of the excess City fringe contributions cannot be contributed to the 457(b) Deferred Compensation Plan due to federal 457(b) deferred compensation plan contribution limits including catch-up provisions, the excess City contributions will convert to ordinary wages.
- B. To the extent permitted by federal law and regulations and the City’s 401(a) Defined Contribution Plan, employees can participate in the supplemental component of the City’s 401(a) Defined Contribution Plan and make contributions through payroll deduction.
- C. At the employee’s separation, for either retirement or exiting the Deferred Retirement Option Program (DROP), the employee’s sick payout (“Special Pay”) will be automatically contributed into the City’s 401(a) Defined Contribution Plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits including catch-up contributions, will be automatically contributed into the City’s 457(b) Deferred Compensation Plan. Any portion of the excess amount that cannot be



contributed to the 457(b) Deferred Compensation Plan because of Internal Revenue Code 457(b) plan contribution maximum limits including catch-up contributions, will be paid as taxable income.

### **Provision 3-17: Flexible Reimbursement Account Program (Flexrap)**

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

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

### **Provision 3-18: Health Examinations**

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

### **Provision 3-19: General Liability Insurance**

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

Unit employees shall be covered by the City against civil actions while engaged in authorized off-duty employment in security, traffic control, or other areas, provided their off-duty actions were within the course and scope of their City employment.

### **Provision 3-20: Industrial Insurance**

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

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

### **Provision 3-21: Compensation/Wages**

Various sections of this agreement contain a form of compensation, wages, or benefits that may 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 employee may 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.

## **PROVISION 4: HOURS OF WORK**

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

- A. The regular duty hours for a Sergeant shall be 5 consecutive shifts of 8 hours in a 7 calendar day workweek. These 5 consecutive shifts will be preceded and followed by 2 N-days. If, by reason of transfer, a sergeant's N-days are changed, the provisions of this section pertaining to N-days shall not apply. The 8 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of 30 minutes. When work demands permit, with a supervisor's approval, a sergeant may combine this 30 minute meal period with one of his/her 15 minute rest periods described under Section F of this Provision to achieve a 45 minute meal period. This shall also apply to a sergeant working a 4/10 schedule. At times, the department may have operational needs, which necessitate a change in current work schedules. The department shall give a sergeant a minimum 7 day advance written notice when his/her 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 sergeant 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 sergeant's N-days are changed, the provisions of this Provision 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 that necessitate a change in current work schedules. The department shall give a Sergeant a minimum 7 day advance written notice when his/her 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. When used in the context of this Provision, "Operational Needs" will be defined as: service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, sergeants will be provided with as much advance notice and information as the situation will allow.
- D. If the guidelines regarding consecutive N-days are not met, a sergeant is eligible for an additional 1/2 his/her hourly rate of pay for each hour of the day which should have been an N-day.

- E. If a unit employee's normal duty hours are changed with less than 7 days' notice, then the unit employee is entitled to premium pay.

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

"Premium Pay" is calculated as follows:

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

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

A Sergeant who transfers at their request or 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 Sergeant is not eligible to receive both premium pay and overtime for the same hours.

- F. In addition to all duties as assigned by the Police Chief or his/her 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 employee working a 4/10 schedule. If this is not possible, the unit employee shall receive overtime compensation at the employee's regular rate of pay for each full hour worked within the described 15 hour period, 13 hour period for a unit employee working a 4/10 schedule. A unit employee assigned to a specialty bureau may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect for the fiscal year.
- H. A sergeant may waive the provisions of sections A, B, D, and E of this Provision to facilitate an alternative work schedule as outlined in Operations Orders.
- I. Pre-Briefing Time Compensation: (Hourly Unit Employees Only) – Unit Employees assigned to bureaus or precincts who conduct briefings on a regular basis are eligible for pre-briefing time compensation.

1. Pre-briefing time is intended to allow the unit employee a few minutes each day to perform briefing preparation tasks; e.g., copy subpoenas, check radio traffic holding, etc. Pre-briefing time will be allowed under the following guidelines:
  - a. Eligible unit employees must conduct briefings on at least one-half of their normal work days during a given pay period in order to receive compensation.
  - b. Eligible unit employees will be compensated for one and one-half hours of overtime per pay period, paid at time and one-half.

## **PROVISION 5: BENEFITS**

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

- A. The City and PPSLA agree to maintain the current 80/20 split for health insurance for both single and family coverage.
- B. The City will determine the cost of medical insurance benefits after discussions with PPSLA. If there is a substantive change in the City's medical insurance plan design, the Human Resources Director or his/her designee will discuss such change with PPSLA.
- C. In the event of the death of a unit employee while on duty or while performing a police function as determined by the City, the City will pay the full monthly medical insurance premium for the surviving spouse or domestic partner, and eligible dependents covered at time of death. Should the surviving spouse remarry, or the surviving domestic partner have a new partnership or marry, the medical coverage may continue indefinitely. The surviving spouse or surviving domestic partner will pay premium in the same manner as any pension-eligible surviving spouse.
- D. In FY 2021, the City and the Association will continue discussing the possibility of contributing unused sick time to a City-sponsored Health Savings Account. On or before the end of the fiscal year, the committee will make a recommendation to the City Manager.

### **Provision 5-2: Retirement Benefits**

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

- A. To defer the cost of medical insurance, benefit-eligible retirees will receive the Medical Expense Reimbursement Plan (MERP) amounts as listed in Administrative Regulation 2.42.

- B. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to those employees who are hired before August 1, 2007 and **who** are eligible to retire no later than August 1, 2022, at no less than \$202.00 per month.

**The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022.**

**(The date of an individual's retirement eligibility was determined on August 1, 2007).**

### **Provision 5-3: Dental Insurance**

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

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

- B. The City offers two dental plans: Indemnity and Prepaid.
  - 1. The Indemnity plan allows unit employees to obtain services from any licensed dentist. Preventive, diagnostic, basic, major, and orthodontia services are paid at 80% of reasonable and customary charges. There is a \$50 deductible per calendar year on services other than preventive and orthodontic. The calendar year maximum is \$2,000. The orthodontia lifetime maximum is \$4,000.
  - 2. The Prepaid plan allows unit employees to obtain services from a contracted dentist. Covered preventive, diagnostic, basic, major, and orthodontia services are charged according to the Patient Co-payment Schedule. There is no calendar year benefit maximum.
- C. Plans are subject to limitations contained in the contracts between the dental insurance carriers and the City of Phoenix.

### **Provision 5-4: Life Insurance**

- A. The City will pay the premiums for 1) basic group life insurance coverage of one times the annual base salary (rounded to the next higher \$1,000), 2) accidental death and dismemberment insurance coverage of one times the annual base salary (rounded to the next higher \$1,000), and 3) occupational accidental death and dismemberment insurance of \$100,000. Voluntary supplemental life insurance may be purchased by unit employees for themselves (up to \$250,000), spouses (up to \$100,000), and their dependent children (up to \$20,000). Public Safety Officers' Benefits are paid by the federal government for Public Safety employees under duty-related circumstances.

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

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

### **Provision 5-5: Long-Term Disability Insurance**

- A. The City will offer a long-term disability benefit for all full-time, regular unit employees pursuant to Administrative Regulation 2.323. Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to **66.66%** 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.

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

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

### **Provision 5-6: Holidays and Vacation (Hourly Unit Employees Only, Except as Indicated)**

Unit employees shall be entitled to holiday benefits as set forth in this agreement. Unit employees shall be entitled to overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Provision 3-6, Overtime.

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

C. Holidays shall be observed on the calendar days on which they fall for unit employees directly involved in providing continuous 24-hour or seven-day service operations. Paid holidays shall include:

1. New Year's Day
2. Martin Luther King Jr's Birthday
3. President's Day
4. Cesar Chavez's Birthday
5. Memorial Day
6. **Juneteenth Day**
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day

D. Each January, unit employees will have an extra 24 hours added to their vacation banks. These are personal days that may be taken on days of the unit employee's choosing subject to operational and scheduling factors.

E. Each January, unit employees will have 4 hours added to their vacation banks. These hours replace the half-day Christmas Eve holiday.

F. A unit employee will continue to receive holiday pay while on industrial leave.

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

G. The City will continue to maintain its present vacation selection procedure and, to every extent practicable, allow transferred unit employees to maintain previous vacation schedules.

H. Unit employees who work a schedule at full-time fifty-two weeks of the year shall be credited with vacation hours or days according to the following schedule. Vacation accrual, carryover, and compensation for unit employees at separation is as follows:

ANNIVERSARY DATE(s):	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
Hire Date thru 4 <sup>th</sup> Year of Service	8	232	280
5 <sup>th</sup> Year Anniversary thru 9 <sup>th</sup> Year of Service	10	280	340

ANNIVERSARY DATE(s):	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
10 <sup>th</sup> Year Anniversary thru 14 <sup>th</sup> Year of Service	11	304	370
15 <sup>th</sup> Year Anniversary thru 19 <sup>th</sup> Year of Service	13	352	430
20 <sup>th</sup> Year Anniversary & beyond	15	400	490

- I. For the purpose of determining monthly vacation accrual rates for a unit employee who had a break in service, if the unit employee was re-employed within five years, the amount of time the unit employee was gone is subtracted from his/her previous service, thereby giving the unit employee a new accrual service date.
- J. The City and PPSLA agree that unit employees 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 one time in a fiscal year. This payment is not considered part of 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.
  - 1. Additionally, eighty hours/ten days of vacation can be accumulated above maximum vacation carryover into the last three years of service. To carry over the additional eighty hours, a memo must be submitted in October each year to the Fiscal Management Bureau. These hours/days must be used as paid time off prior to retirement. The retirement maximum payout allowance as indicated in Administrative Regulation 2.18 is not affected.
- K. Effective July 1, 2000, the unit employee may elect to invoke this benefit one additional time, provided he/she has accrued at least 300 leave hours at the time of the second election.
  - 1. **Unit** employees may sell back up to 40 hours of vacation each year. **Unit** employees must use a minimum of 40 hours of vacation/personal leave/comp-time leave during the year to qualify for this benefit. This payment shall be made on the first payday of December of each year, and shall be included in the unit employee's regular, bi-weekly paycheck.

**Provision 5-7: Out-of-State Vacation Recall**



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

### **Provision 5-8: Uniform, Clothing and Equipment Allowance**

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

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

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

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

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

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

C. Unit employees will receive a basic annual uniform/clothing allowance of \$525. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each year. Such payment will be made to partially offset uniform and equipment costs, in addition to the maintenance and care of such items. The term “annual allowance” is defined as being paid each year. A uniform “payment” is defined as a one-time payment.

D. A unit employee who leaves City employment shall repay the City the Basic Annual allowance equal to one-twelfth of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs. A unit employee who retires on or after August 31 will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit employee who dies while in the employment of the City shall not have to pay back any uniform allowance.

E. A unit employee who has been on extended leave (paid or unpaid), of two months or longer (excluding industrial leave), shall have the next Basic Annual allowance reduced by one-twelfth of the annual allowance for each month of extended leave.

F. A unit employee assigned to the following details/squads/units will receive an Annual Allowance. This assignment also counts toward the Multiple Assignments Annual allowance contained in Section G (2).

- Honor Guard \$345.00

G. Unit employees assigned to the following details/squads/units will be provided, only upon initial transfer, an Upon Entry **into an** Assignment payment per the following schedule:

- Air patrol \$345.00
- Bike detail \$345.00 + bike furnished
- Canine \$345.00
- Plain clothes/detectives \$345.00
- SCUBA team \$345.00
- Solo motor \$345.00
- Special Assignment Unit (tactical) \$345.00
- Tactical Response Unit \$345.00
- Bomb Squad \$345.00

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

1. Unit employees are eligible for a second Upon Entry into an Assignment payment upon a second transfer into each of the above noted assignments after serving an interim assignment in uniform for a period of time exceeding two years.
2. Unit employees who are serving in two or more of the qualifying assignments simultaneous (sections F and G above), such as Bike Squad plus TRU, will receive a Multiple Assignments Annual allowance of \$345 per year in addition to the Upon Entry into an Assignment payment and Basic Annual uniform allowance.

H. Unit employees who purchase a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000. At the time of the purchase, the unit employee can utilize the remainder of the stipend to purchase department authorized armor plates. A unit employee shall receive a replacement once every five years; upon request.

I. The City agrees to reimburse unit employees 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 employee, other than normal wear and tear, in accordance with the schedule of provisions 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
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 & Authorized Attached Accessories	All

1. Reimbursements for full, three-quarter, one-half, or one-quarter value are based on evaluation and supervisory recommendations regarding the provision's condition and age. Provisions not listed above are not covered by the policy.
  2. The option to repair or replace damaged provisions and to determine whether replaced property will be returned to the unit employee rests with the City.
  3. The provisions of this policy shall not apply if the unit employee has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his/her interests therein, or in the case of any fraud or false statements by the unit employee relating thereto.
- J. Upon retirement after twenty years or more of service, the City will provide the retiring unit employee a "Retired Police Officer's Commission Card" similar in appearance to the regular commission card.
- K. Upon normal service retirement, subject to Chief approval, a unit employee will receive his/her breast badge mounted on a plaque, a "retired" flat badge and case, and his/her department-issued service weapon for one dollar. If the unit employee dies in the line of duty while employed by the department, the unit employee's spouse or a survivor will receive these provisions, except for the "retired" flat badge and case, at no charge. Chief approval will not be unreasonably withheld.

## **Provision 5-9: Reimbursement for Education Expenses**

### **A. Tuition Reimbursement**

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

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

1. The maximum sum reimbursable to unit employees in a fiscal year shall be \$6,500. 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, unit employees must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations. A successfully completed course requires a grade of “C” or better for undergraduate courses and a “B” or better for graduate courses.

#### B. Seminar and Professional Membership

The City and PPSLA agree that unit employees shall be allowed to use up to \$800 of their tuition reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year. “Job-related” refers to the City of Phoenix Human Resources Department’s job description for Police Sergeant (Job Code 62220) and Police Lieutenant (Job Code 62230).

### **Provision 5-10: Voting Time Off**

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

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

### **Provision 5-11: City-Sponsored Training**

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

- A. Unit employees may be required to complete entry and periodic job-related training. Other special training is available through the Employee Development Division of the Human Resources Department, and is subject to the unit employee’s supervisor approval.

## **Provision 5-12: Educational Leave**

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

## **Provision 5-13: Earned Paid Sick Time**

Consistent with Arizona Revised Statutes Title 23, Article 8.1, unit employees are entitled to accrue and use up to 40 hours per year of their accrued Sick Leave With Pay as Earned Paid Sick Time (Leave Code BE) for the reasons and subject to the conditions outlined in the statute.

## **Provision 5-14: Bereavement Leave**

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

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

## **Provision 5-15: Military Leave**

This is a benefit provided by the City and remains within the authority and discretion of the City Manager except where prohibited or addressed by state or federal law or statute.

- A. Military Training – Pursuant to Arizona Revised Statutes 26-168 and 36-610, unit employees who are members of the National Guard or the Reserves of the United States Armed Forces will be entitled to a leave of absence from their duties not to exceed 30 days during two consecutive military fiscal years while engaged in annual training or to attend camps, maneuvers, formations, and/or drills in accordance with military orders.
  1. This leave will be granted without loss of pay or other employment rights.
  2. Leave days do not have to be taken consecutively.
  3. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.
  4. "Day" means a shift of work resulting in a maximum benefit of 300 hours of leave

time during two consecutive military fiscal years.

5. The military fiscal year runs from October 1 through September 30.
6. If the combination of the two military fiscal years is thirty days or less then this will be considered to be the two consecutive years under the law. If the combined time is in excess of thirty days then the two consecutive years will be the first year that the leave exceeds fifteen days plus the following year.
7. This benefit does not include travel time beyond the dates listed on military orders.
8. Military orders must accompany all military leave requests.

### **Provision 5-16: Mileage Allowance**

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

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

### **Provision 5-17: Miscellaneous Benefits**

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

- A. Unit employees are eligible for other benefits such as, but not limited to, counseling, career consultation, job information, mortgage assistance, parking, service awards, employee suggestion program, emergency ride home program, and bus card subsidy. More information regarding these benefits can be found in the City of Phoenix Pay Plan, Benefits Reference Guide or on the HRC Connection page on the City's website.

## **PROVISION 6: MISCELLANEOUS**

### **Provision 6-1: Changes to Department Manuals**

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

### **Provision 6-2: Physical Fitness**

- A. It is recognized by the parties that it is the responsibility of unit employee at all times to make every effort to maintain their physical condition so as to be fully fit to perform their duties with maximum effectiveness.
- B. The City will provide the required FAA physical to unit employee-pilots assigned to the Air Support Unit.
- C. If a unit employee, while carrying out his/her official duties, is exposed to an infectious disease/virus, the City will pay the expenses for inoculation of the unit employee.
- D. The Association will participate on a Police Department Wellness Committee to develop and implement wellness initiatives. Final approval of such initiatives rests with the Police Chief.
- E. Precinct personnel are allowed to work out on their "Code 7" at precincts (approved facility) (Must remain in workpants/boots). Employees who work out on their "Code 7":
  - Must adhere to Operations Order 4.1 (Meal 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); and
  - Must limit their activity to official department physical conditioning program.
  - Employees may not work out on their "Code 7" during overtime shifts.
  - The Department Fitness Coordinator will be available as a resource

Program viability will be reviewed annually by the Police Chief.

### **Provision 6-3: Saving Clause**

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

## **Provision 6-4: Copies**

The Association will arrange for printing of jointly approved copies for distribution to management and members. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance) and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers).

## **Provision 6-5: Term and Effect**

- A. This agreement shall remain in full force and effect beginning with the first regular pay period in July **2023**, up to the beginning of the first regular pay period in July **2024**. In compliance with the Meet and Discuss Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 2), as may be amended, the parties will comply with Section 2-233 (Failure to reach agreement; procedure) and the City Manager will take such action as he deems is in the public interest prior to the expiration of this agreement.
- B. Except as expressly provided in this agreement, the City or Association shall not be required to meet and discuss concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. 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.
- D. If any section or provision of this agreement violates existing Federal, State, or City law, then such law shall supersede such provisions or section.
- E. The lawful provisions of this agreement are binding upon the parties for the term thereof.

## **Provision 6-6:**

During the term of this Agreement, the City and Association will formulate a Retention Committee with the goal of meeting at least quarterly in order to diagnose the causes of employee attrition as well as to develop and implement solutions to enable us to retain our experienced employees



IN WITNESS WHEREOF, the parties have set their hands  
this 9<sup>th</sup> day of May, 2023

Ben Leuschner, President, Phoenix Police Sergeants and Lieutenants Association

Jason Perkiser, Assistant Human Resources Director/Labor Relations, City of Phoenix

Jeff Barton, City Manager, City of Phoenix



2023 MAY 12 AM 10:54  
CITY CLERK

ATTEST:

05-12-2023

Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

ACTING

City Attorney, City of Phoenix

PPSLA Team:

- Ben Leuschner, President
- Brian Thatcher, Vice President
- Daren Wunderle
- Mark Schweikert
- Nick Jimenez
- Brian Coudret
- Brad Huskisson

City of Phoenix Team:

- Jason Perkiser, Assistant HR Director
- Nicholas Diponzio, Assistant Police Chief
- Bryan Chapman, Assistant Police Chief
- Jeffrey Fields, Commander
- Mark Heimall, Commander
- Tobin Daily, Public Safety HR Liaison
- Zack Wallace, Management Assistant II (Coordinator)
- Jessica Gutierrez, Admin Assistant II (Scribe)

**ATTACHMENT A: PAY RATES**

	Grade	Step	2023-24
			Hourly
Police Sergeant	650	1	\$52.20
		2	\$54.59
		3	\$57.07
		4	\$59.68
		5	\$62.40
		6	\$65.25
		7	\$68.23
Police Lieutenant	651	1	\$68.39
		2	\$71.64
		3	\$75.05
		4	\$78.63
		5	\$82.39