

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC 11C
Amend No _____

Date Prepared June 3, 2008

Council Meeting Date June 17, 2008

TO Honorable Mayor and City Council
FROM Terry Ellis, City Manager
THROUGH Susan K Thorpe, Deputy City Manager *SKT*
PREPARED BY Jackie Peterson, Interim Human Resources Director *JPeterson*
SUBJECT Peoria Police Officer's Association (P P O A) Memorandum of Understanding (M O U), July 1, 2008 to June 30, 2010

RECOMMENDATION

Approve the attached Memorandum of Understanding (M O U) with the Peoria Police Officer's Association (P P O A) for a two-year contract, FY 2009 – FY 2010

SUMMARY

The Meet and Confer process began on March 13, 2008 and concluded last month. The M O U has been ratified by the membership of P P O A.

The major changes in the upcoming M O U are as follows:

TERM OF AGREEMENT

- Two-year period, beginning July 1, 2008 through June 30, 2010
- Base wage only re-opener for second year

BASE WAGE

- Wage increase of 2.5% COLA and 0.5% Market Adjustment effective the first full pay period in July 2009
- Market increase of 3% effective the first full pay period in January 2009

CITY CLERK USE ONLY

- Consent Agenda
- Carry Over to Date _____
- Approved
- Unfinished Business (Date heard previous _____)
- New Business

ORD # _____ RES # _____
LCON# 13908 LIC # _____
Action Date _____

OTHER PAY

- Retention Bonus of 3% of July 1, 2008 base salary to each Unit member – half of which to be paid in the pay period including July 1, 2008 and the remaining half paid in the pay period including January 1, 2009
- Codify the bilingual pay that was implemented last FY
- Codify the Phlebotomist pay that was implemented last FY
- Increase Special Assignment Unit Pay
- Increase the sick leave pay-out at retirement for officers with over 20 years of service

NON-PAY

- Increase number of union representatives
- Increase vacation accrual for officers with over 20 years of service
- Add a step to the Grievance Procedures
- Clarify the definition of a vendor and identify the amount of allowable off duty assignment work

ATTACHMENT Memorandum of Understanding, FY 2009 – FY 2010

MEMORANDUM OF UNDERSTANDING

JULY 2008 THROUGH JUNE 2010

CITY OF PEORIA

AND

PEORIA POLICE OFFICERS ASSOCIATION

COVERING

POLICE OFFICERS UNIT

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as "City", and the Peoria City Officers Association, hereinafter, referred to as "Association", under the authority of the City of Peoria Ordinance No 88-13

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PREAMBLE

This agreement is entered into between the City of Peoria and the Peoria Police Officers Association. It is the purpose of this agreement to assure sound and mutually beneficial relationships between the two parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and working conditions.

The purpose of this agreement is to provide guidelines to assist with an orderly meet and confer process between the two parties, to secure prompt and fair disposition of grievances or complaints and to establish a basis for the solution of problems by responsible parties so that a spirit of peace and cooperation be maintained.

The City and PPOA, having met and conferred in good faith pursuant to City ordinance, have reached complete agreement concerning wages, hours and working conditions for the term specified and submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the City Council resolve to adopt its terms and provisions.

Article 1 Gender

Whenever any words used herein are in the masculine, feminine or neuter, they will be construed as though they were also used in another gender in all cases where they would so apply.

In addition the terms Unit Employee, Unit member or employee either in the singular or plural form will mean employees of the City of Peoria that are specifically covered by the MOU.

Article 2 Rights of the Parties

1 Rights/Responsibilities of the Association

- a. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as determined by the Peoria City Council in Ordinance #88-13.
- b. Certain specified organizational representatives of the Association have the rights to paid release time as follows:
 - i. The Association may designate representatives as follows:
 1. Five (5) Executive Board members
 2. Eleven (11) Representatives
 3. One (1) Senior Representative

No more than four (4) of the twelve (12) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief of such appointments within thirty (30) days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

Probationary employees will not be eligible for designation as a representative.

- ii. One organizational representative may, when the Association is designated in writing by a grievant as his representative, attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

- iii The Association representative is required to obtain permission of his immediate supervisor to absent himself from his duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld giving proper consideration to essential work of the Department and the occupational safety of the shift representative.
- iv For each individual fiscal year (July 1 through June 30) during the term of this agreement the Association will, subject to operational scheduling requirements be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of seven hundred eighty (780) hours per year for elected officers, trustees and members appointed by the President to attend Association Business and Executive Board meetings or to attend union seminars and conventions. Union release time will not be used for outside organizing or for representation.

Notice of events and names of the members attending should be submitted to the Police Chief or his designee by the Association no later than ten (10) calendar days in advance of the requested release time. Requests submitted with less than ten (10) days notice will be considered and may be granted when they do not interfere with normal departmental operations.

- v The City will furnish to the Association on request, at actual cost, a listing of Association member on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Association agrees to use this list solely for the purpose of communicating with employees and will not share this information with other individuals or organizations.
- vi The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization of a form provided by the City, duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. Requests for changes in the deduction amount will include the employee name, number, effective date and amount. The City will not make dues deductions for employees on behalf of any other employee organization during the term of the Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- vii The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City does grant the Association permission to use City provided information boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- viii The City agrees that officers and non-employee representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement, disseminating information, or providing information to new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed on (1) hour in post academy. During such discussions, the association representative will avoid the dissemination of information which is political in nature, abuse of any person or organization, or disrupt the Department's operation.

- ix The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the City Manager or his designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate not more than five (5) persons who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association, but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be made during reasonable business hours, and upon reasonable prior notice given to the City.

The obligation of the City under this section will be cumulative of, and will not derogate from, any other requirement expressed in this agreement with respect to furnishing notices, communications or any other writing to the Association.

- x The Association will be permitted to place one bulletin board in the main Police building and one in the Pinnacle Peak Public Safety building. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize or approve the posting of material that is political in nature or abusive of any person or organization.

The placement and size of the bulletin board will be determined by the Police Chief and Association and the overall size will not exceed 48" x 36".

- xi To assist the Employer, during the term of the MOU, the Association President will be assigned to a day shift schedule with Saturdays and Sundays off if a 5/8 schedule is in effect. Should a 4/10's schedule be in effect, the Association President will be assigned to a day shift with Fridays, Saturdays and Sundays off. Alternatively, the President may designate an Executive Board Member to fulfill this assignment. The assignment will be in effect for the term of the shift bid year, unless the individual is relieved of the position on the Executive Board. If a change of designee occurs, the original designee will switch shift assignments with the newly appointed designee. This does not preclude the Police Chief from moving the Association Designee for disciplinary or performance issues as outlined in the MOU or Department Policy.

The purpose of this assignment will be to ensure the Association has a designated individual available to represent the Association during normal business hours in planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.

- xii In the interest of encouraging continuing training for Unit employees, the Department will deliver to the Association President the AZPOST calendar.
- xiii The Association agrees, for its members who work for the City, that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City and its service to the public, and, that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.

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xiv The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment manpower and methods of work

2 Rights of Management

- a The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services

Determine the basis for selection, retention, and promotion of employees for occupations or job descriptions within the bargaining unit established in this agreement

- b The City Manager and the Police Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making will not in any way, directly or indirectly, be subject to the grievance procedure contained herein
- c The exclusive rights of the City will include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum, to direct its employees, to take disciplinary action for just cause (as defined in Article 16 Administrative Investigation/Disciplinary Policy), to relieve its employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community. Nothing herein will be construed to diminish the rights of the City under Ordinance #88-13
- d To adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate
- e The Association will provide the City with names of new representatives, division where employed and names of previous representatives within fifteen (15) working days of election or appointment

3 Rights of the Employee

- a All employees will have the right to have the Association serve as their "Meet and Confer" representative as set forth in Ordinance #88-13, without discrimination based on membership or non-membership in the Association
- b Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU (Article 20)
- c Employees will have the right to present their own grievance in person
- d Any employee covered hereunder or his/her representative designated in written form signed by the employee will, on request and by appointment, be permitted to examine his/her personnel file
- e No employee will have any adverse comments entered into his/her personnel file without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment

- f Employees may, at their discretion, attach a statement of rebuttal to any material contained in their personnel file which may be adverse in nature
- g A letter of reprimand, or documented reprimand which does not contain a notice of suspension or demotion, will be active in an employee's personnel file for not longer than one (1) year provided there are no subsequent disciplinary actions of any kind

A change in status of said letter(s) or notices from an employee's personnel file after the prescribed time frame would require the employee to submit a written request through their appropriate chain of command to Human Resources, who will make the final decision regarding a change in status of the letter or notice. The letter will be removed from the personnel file and will not be used for any subsequent disciplinary actions.

Article 3 Wages

- 1 The pay schedule set forth in Attachment A will be the pay schedule in effect for the first fiscal year (first pay period to include July 1, 2008 through last pay period, ending approximately June 30, 2010). The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.

2 Premium Payments

- a Employees assigned as lead Field Training Officers (FTO) will receive their regular rate plus five percent (5%) of their base pay for FTO assignment pay upon successful completion of the certification requirements for FTO. Employees assigned as part-time FTOs will receive their regular rate of pay plus seven and one-half percent (7 1/2%) for hours worked in the FTO capacity.
- b Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will be compensated per pay period equivalent to one of the following three skill levels:

- i Level I – Basic Skills \$30.00
- ii Level II – Intermediate Skills \$100.00
- iii Level III – Advanced Skills \$150.00

- c Employees who have demonstrated competency in American Sign Language (ASL) as determined by the City through its designated testing process and who interpret American Sign Language (ASL) in the course of performing their duties will receive one-hundred dollars (\$100.00) per pay period.
- d Employees assigned to the Special Assignment Unit (SAU) will receive eighty dollars (\$80.00) per pay period.
- e Employees who are qualified as phlebotomists may be assigned to perform these duties and, while assigned, they will receive seventy-five dollars (\$75) per pay period. These employees will be assigned as needed by the Department and based on Departmental policy.

- 4 **Shift Differentials** Employees, including those assigned as FTO, will receive shift differential as follows:

- a Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 18:00 hours will receive twenty five cents (\$0.25) per hour shift differential in addition to the normal rate of pay.

- b Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 18 00 hours and prior to 24 00 hours will receive thirty five cents (\$0 35) per hour shift differential in addition to the normal rate of pay
 - c Employees who are eligible for premium payments and/or shift differentials will be paid according to the pay formula which entitles the employee to the maximum pay for the activity which yields the premium and/or differential However, neither premiums nor differentials may be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium or differential
- 5 Standby Pay Employees who are required to be available for emergency call back at times that the employee is not otherwise on duty will be compensated for each stand-by hour at two dollars (\$2 00) per hour
- 6 Merit Increase Employees will be eligible for a one-step merit increase to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory or above
- a Employees who have reached the maximum salary step will not be eligible for additional merit increases Nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time
 - b An employee who is on initial probation or who receives an overall annual performance rating of "2" (while performance meets requirements occasionally, improvement is required) or below, or is involuntarily demoted may be subject to reassignment during the shift bid year Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements
 - i The employee, the Police Chief, or the Police Chief's designee requests a mid-year performance appraisal and the Police Chief or designee performs such appraisal, and
 - ii The overall rating of the mid-year performance appraisal is "3" (full performance of all job requirements) or better
- 7 Retiree Health Savings Account The City will contribute 3% of current salary for all eligible employees to the City designated Retiree Health Savings Account The City will contribute \$25 per pay period for all eligible employees to the City designated Retiree Health Savings Account

Article 4· Holiday Benefits

- 1 The City agrees to incorporate the following holidays

New Year's Day	January 1
Martin Luther King Jr Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Thanksgiving Holiday	Day after Thanksgiving
Christmas Day	December 25

- 2 Whenever a holiday falls on a Saturday, it will be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.
- 3 Whenever a holiday falls on an officer's regularly scheduled 4/10 shift and the officer is required to work the holiday, the officer will be paid 8 hours holiday pay at straight time plus his regular rate of pay of all hours worked.
- 4 Whenever a holiday falls on an officer's regularly scheduled 4/10 shift but the officer is permitted to take the holiday off, the officer will be paid 10 hours pay at straight time.
- 5 Without regard to the above sections, all hours worked on a shift that begins between 12:01 a.m. and midnight on the actual calendar holidays (not the designated observed holidays) of New Year's Day (January 1), July 4th, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid at 1.5 times the hourly rate.

Article 5 Uniform Allowance

- 1 The City agrees to provide each police officer nine hundred eighty dollar (\$980) per fiscal year.
 - a One half (\$490) of this allowance will be paid on or about August 1 and one half (\$490) of this allowance will be paid on or about February 1 for reimbursement only of reasonable expenses for cost, maintenance and cleaning of uniforms, clothing and equipment.
 - b For new officers assigned after the semi-annual payment, referenced in section "a" above, has been dispersed, the \$490 payment will be prorated but will not be less than \$350.
- 2 In consideration of the allowance provided above, all uniformed police officers will provide and maintain their own uniforms in accordance with the City specifications and the Department Policy. Police officers not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.
- 3 The City agrees to issue each member of the tactical team (SAU) with appropriate clothing and safety equipment.
- 4 The City agrees to issue each member of the motorcycle unit (TSS) with appropriate motor boots, breeches and safety equipment.
- 5 The City agrees to issue police officers assigned to the bicycle patrol with appropriate clothing and safety equipment.
- 6 The City agrees to issue body armor, safety equipment, duty handgun and gun belt with appropriate cases, pouches and holsters to all employees in accordance with City specifications and Department Policy.

Article 6 Hours of Work

- 1 The daily work hours and weekly shift schedules of employees will be determined by the Police Chief and will comprise forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours.
- 2 Duty hours of employees may consist of five eight (5/8) hour or four ten (4/10) hour shifts per week. Should the Department discontinue 4/10's on an employee wide basis, the Association and the effected employees will be given thirty (30) calendar days written notice prior to taking such action and after the

Department has demonstrated to the Association a bona fide need to eliminate 4/10's on an employee wide basis

- 3 The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6 Hours of Work, Section 7 of this Memorandum of Understanding in the applicable seven (7) day work period even if such adjustment results in the employee not working on a regularly scheduled shift
- 4 During scheduled shift rotation there will be a minimum of fifteen (15) hours off between shifts (thirteen hours for employees working a 4/10 schedule) If this is not possible, the employee will receive overtime compensation at his/her regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen hour period for employees working a 4/10 schedule)

5 Canine Program

Officers assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the officer's home, or other location as appropriate Such authorization is not cumulative and unused time will not be carried over to a subsequent week Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment Officers will not record such hours at times when the canine is kenneled or the assigned officer is otherwise not directly providing the care for the canine Officers assigned to this program will report use of these hours to the supervisor

6 Motorcycle Program

Officers assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the officer's home, or other location as appropriate Such authorization is not cumulative and unused time will not be carried over to a subsequent week Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment Officers will not record such hours at times when the assigned officer is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the officer's duties Officers assigned to this program will report use of these hours to the supervisor

- 7 Hours worked will include vacation, compensatory time, sick leave, personal leave, ~~holiday~~, physical fitness leave and union release time-for the purpose of calculating weekly overtime

8 Change in Shift Assignment

- a The Police Chief has the discretion to make involuntary changes in shifts, days off or job assignments These re-assignments will not be for arbitrary reasons
- b With the joint approval of the Association and the Department, employees may change shifts and days off prior to the next scheduled posting of shift assignments and rotation
- c An employee must be notified of a change in normally scheduled shift forty-eight (48) hours before the change is to take place, except in cases of emergency If an employee is required to work non-scheduled hours without the above notice, the employee will be compensated two (2) hours at straight time, plus one and one-half (1.5) times the employee's hourly rate for hours worked
- d When practical, an employee must be notified at least fourteen (14) days in advance of being sent out of the Valley to any advanced officer training or schooling

- e When a Patrol Services Bureau shift assignment becomes available more than ninety (90) days prior to the scheduled shift change, that one shift assignment may be filled based on seniority unless management has reason(s) to place a probationary employee in that shift assignment or has no intent to fill or intends to eliminate that shift assignment. If possible, at least seven (7) days notice of the vacancy shall be provided.

The employee must be eligible for shift bid and subsequent vacancies created by the initial move are not available for bid.

- 9 Shift preference will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief.

Prior to shift change the Department will post all positions and specialty assignments. All eligible employees will bid for shifts and days off by seniority for their assignments at shift change.

Upon the completion of the shift bidding process, the new assignments indicating the employee's new shifts and days off will be posted no later than two (2) months prior to the effective date of the shift change.

- 10 Employees will be permitted to trade work days or substitute for one another where the substitution is voluntarily undertaken and agreed to solely by the employees, and with prior approval of the appropriate Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the effected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty eight (28) days of the work exchange.

- 11 Seniority will generally be used as the primary factor in determining the assignment of overtime work.

- a The Department will reserve the right to consider an employee's work history, skill level, specialization, availability, assigned equipment or tools, and the employee's safety record in the determination of the assignment of overtime.
- b Employees eligible for voluntary overtime will have completed post-FTO.
- c Operational overtime will be voluntary. However, the City reserves the right to assign overtime as needed to respond to exigent circumstances, when insufficient volunteers are available to ensure adequate staffing is maintained or to conduct mandatory training.
- d Employees may volunteer to work overtime by placing their name on a list with other employees in order of seniority. When time permits, overtime will be first offered to those employees on the list in order of seniority. If staffing requirements are not met by utilization of this list, or when time does not permit, employees not working and/or those on scheduled time off will be required to work overtime on the basis of reverse order of seniority.

Article 7 Overtime

Overtime will be worked and will be allowed if assigned by the Police Chief or his designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period. Paid vacation will be counted as hours worked for credit towards overtime calculation.

In lieu of overtime pay, officers may accrue compensatory time at the rate of time and one-half

In the event the State of Arizona or the United States imposes upon the City any additional form of leave paid or unpaid for purposes of family or child assistance such leave will not be considered as time worked for purposes of the regularly scheduled work week

Article 8 Compensatory Time

- 1 It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular operational overtime worked and for overtime earned for court appearances. Overtime for special events, emergencies, or for grant funded activities will be directly paid and will not be authorized as accrued compensatory time.
- 2 Compensatory time may be accrued up to a maximum of eighty (80) hours. Any overtime hours in excess of eighty (80) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to eighty (80) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time pay out will not exceed two hundred (200) hours per fiscal year.
- 3 Compensatory time off will be granted if the employee makes the request with sufficient time for the Department to make adjustments to the schedule, if adjustments are necessary to minimize the impact on Department operations.
 - a The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.
 - b The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, department seniority will prevail.

Article 9 Off-Duty Assignments

- 1 Off duty work is defined for the purpose of this article as work that is law enforcement related, and where the employer is other than the City. All employees will report all off duty hours worked to the Department within one week of the first day they report back to their regular duty.
- 2 Employees will be allowed to work no more than a total of 30 hours of additional time, beyond their normal work schedule. This time will be determined by the employee and will include voluntary department overtime, extra duty and off duty. This time will not include any involuntary time in which an employee is required to work.
- 3 Seniority. The Department will maintain a seniority list for all employees willing to perform off-duty assignments. Off-duty assignments for any law enforcement-related job opportunities made available through the Department designated off-duty work coordinator will be distributed by seniority. Department seniority does not apply to off-duty work coordinated or arranged directly by an outside vendor/contractor which is defined as any company whose primary source of income is to provide security and traffic control.
- 4 Employees desiring to work off-duty assignments will advise the Department at shift change of their interest to do so per current Department Policy. After an initial sign up period of two (2) weeks, new names will be added to the bottom of the list in order of signing up, without regard to seniority.

- 5 When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in sequential order through the list, with new opportunities being offered first to the employee following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list. The intention of this paragraph is to equalize opportunities for off-duty work among all employees on the list.
- 6 Prior to being placed on the off-duty assignment list, an employee must have completed at least eight (8) months of his/her initial probationary period of twelve (12) months, and upon review by the Police Chief, based on experience and nature of off-duty work, on a case-by-case basis.
- 7 Under this section, hours worked shall not include vacation, compensatory time, sick leave, personal leave, holiday, physical fitness leave and union release time.

Article 10 Leave

1 Vacation Leave

- a All full-time employees begin accruing vacation with the first day of each "Year of Employment" listed below so that, by the end of each year the employee would have earned the number of hours listed in the "Hours Accrued per Year" column.

Years of Employment	Hours Accrued Per Year
1-4	80
5-9	96
10-14	120
15-20	160
20+	200

- b Laterally hired employees who are fully qualified will be hired in at the accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10th year. For the purposes of this section, "fully qualified" is defined as any officer who is currently AZPOST certified or who is eligible to take, and who passes, the AZPOST waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria officer. For the purposes of this section, years of creditable service is defined as the years of full-time service as a peace officer.
- c Employees will be allowed to accrue vacation leave up to three hundred forty (340) hours annually. All vacation time which would normally accrue after having attained this amount will be forfeited.
- d When an employee is temporarily recalled to duty while on an authorized vacation out of the city and out of Maricopa County by order of the Police Chief or his designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.
- e In the event that an employee is required by supervisory or command personnel to appear to testify in court or other hearing or deposition during an authorized vacation period, he/she will be paid at one and one-half (1.5) times his/her hourly rate, depending on his/her regular work hours (straight time at same minimum if said appearance takes place during normally scheduled work time) for every day that an appearance is required and will have the vacation hours restored that are lost due to said appearance.

2 Sick Leave

- a A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of eight (8) hours each complete calendar month of work.
- b Employees will accrue unused sick leave from previous years to a total of one thousand one hundred fifty two (1,152) hours. Any accrual above 1,152 at the end of April will be paid at twenty-five percent (25%) during the month of May. During the term of this agreement refer to Article 15 Retirement Benefits, Section 2c – Retention Incentive.

3 Emergency Clause

- a It will further be the policy of the City to allow emergency donations of sick leave by employees to another employee who qualifies under the definition of catastrophic. Catastrophic is defined as a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.
- b This donation of sick leave will not be used to bolster any employee's sick leave if that employee has any other leave credited to his/her account.
- c In order to donate sick leave, the donating employee must have at least two hundred (200) hours of accumulated sick leave at the time of the donation.
- d Donations must be transferred and credited in full hour increments.
- e The donating employee may donate up to twenty (20) hours of sick leave to another employee. If an employee elects to donate more than twenty (20) hours of sick leave to another employee, the donating employee must also donate a matching amount vacation time for all sick leave donated above the initial twenty (20) hours.
- f All sick leave donations cease after any type of other compensation is received, i.e., retirement disability, short-term disability, worker's compensation through another agency, etc. It is the employee's responsibility to notify the City of other compensation received.
- g Donations must be submitted on the City-approved form.
- h Sick leave donation approval is at the Police Chief's discretion.

4 Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday, a total of twenty (20) hours per year for employees assigned to work ten (10) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts.

5 Industrial Leave

- e Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City, one which requires leave for treatment and/or recuperation as determined by a licensed physician.

- f Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State law and City policy
- g While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee
- h When the check from State Compensation is received, the employee will endorse the check back to the City
- i While on industrial leave, the employee will remain in full pay status accumulating all benefits due him/her

Article 11 Health and Dental Insurance

The City will continue to offer health and dental insurance under City approved plan(s) for employees and their qualified dependents

Commencing November 1990 the City will pay up to one hundred percent (100%) of the employee only combined monthly health and dental premiums, but not more than the actual cost of the lowest combined health and dental premium, whichever is less. Commencing October 1990, the City agrees to pay \$227 00 per month for dependent coverage, and the employee agrees to pay an additional premium above that amount, until the dependent coverage premium exceeds \$62 00 per month, after which any cost above \$289 00 per month is paid 50%-50% between the employee and the City

Article 12 Life Insurance and Death Benefit

- 1 The City will provide life and dismemberment insurance in the amount of one thousand (\$1,000) for each one thousand dollars (\$1,000) of an employee's current annual salary, rounded up to the nearest thousand dollars of the employee's pay range step
- 2 In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay five thousand dollars (\$5,000) toward funeral and connected expenses to the employee's spouse (or if none, to the employee's heirs), regardless of amounts paid from other sources

Article 13. Limited Duty Assignments

- 1 The City may provide limited duty assignments for Police Officers who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off-duty
- 2 This limited duty assignment will not exceed a period of sixty (60) days, unless to do so would be in the best interests of the City. Any extension of the sixty (60) days will be with the recommendation of the Police Chief and will apply only to off-duty injuries
- 3 With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the officer is fit for full duty or until such time that the officer or the City seeks retirement under the medical clause
- 4 Examples of limited duty assignments may consist of the officer conducting community relations programs, working as a callback officer taking reports by telephone, or assisting the Communications Division in extreme emergency situations, etc. However, should the officer not be able to perform these tasks, the Police Chief or his designee may provide an assignment within the scope of the officer's ability(s)

Article 14 Court Appearances and Callbacks/Callouts

1 Callbacks/Callouts

- a When an employee has completed his regularly scheduled shift and is called back to perform work of any nature within two (2) hours after his regular shift, he will receive a guaranteed minimum of two (2) hours pay at the appropriate overtime rate
- b When an employee is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he/she will be paid for the time worked at the appropriate overtime rate up to the start of his regular shift. If an employee is called in at any other time, he/she will be guaranteed a minimum of two (2) hours pay at the appropriate overtime rate
- c An employee called back because of his/her own negligence, whether in the proper care and use of City equipment, or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the two (2) hour minimum pursuant to this section
- d For the purpose of calculating total work hours, only the time actually worked will be used

2 Court Appearances (General)

- a When an employee is on Court duty outside his their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of two (2) hours overtime pay for in-city court time and three (3) hours overtime pay for out-of-city court time. Should an employee have overlapping timeframes for court appearances, whether in-city or out-of-city, the employee will not be paid twice for the same time-frame. This will apply to all subpoenaed court appearances and hearings (i.e. MVD, deposition)
- b Any court time within two (2) hours of an employee's duty start time, or immediately following the duty end time, will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time, or those that do not immediately follow their end time, will be paid in accordance with Section 1 above
- c Any court time which falls within regularly scheduled work time will not be compensated as premium pay, illustrated above
- d For the purpose of calculating total work hours, only the time actually worked will be used

3 Off-Duty Arrests

- a Any employee who makes an off-duty felony arrest will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater. The term "off-duty felony arrest" will not include an arrest made while privately employed in a law enforcement capacity

4 On-Call Court Time

- e On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of two (2) hours for each court session of on-call court time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the two (2) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time

exceeds two (2) hours For the purpose of calculating total work hours, only the time actually worked will be used

5 Advance Notice of Court Appearance

- f An officer who is required to make court-related overtime appearances on his off-duty time without forty-eight (48) hours of advance notice will be compensated at the overtime rate for a minimum of two (2) hours

Article 15 Retirement Benefits

- 1 Employees who have accumulated a minimum of two hundred (200) hours of sick leave at the time of retirement (defined as an employee who retires and is eligible to receive PSRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on a two-for-one basis, i.e., two (2) sick hours for one hour's pay Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations

2 Retention Incentive

- a Employees who have accumulated a minimum of two hundred (200) hours of sick leave at the time of retirement, and who remain a full-time officer with the City of Peoria beyond 20 years PSRS credited service, will be eligible to convert all accumulated sick leave to regular straight-time pay, effective July 1, 2009, per the chart below

Upon Completion of Year	% Paid to RHSA
21	60%
22	70%
23	80%
24	90%
25	100%

- b Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City Regulations
- c During the term of this provision employees will accrue unused sick leave from previous years to a total of one thousand five hundred (1500) hours Upon expiration of this provision the total number of allowable accrued hours will revert to one thousand one hundred fifty two (1152) hours as provided for in Article 10, Section 2b Sick Leave
- d Section 2 Retention Incentive will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement Should this benefit not continue beyond the term limit, any employee who has met the criteria for the higher percentage payout but who chooses not to retire, will have all sick leave hours in excess of 160 cashed out and paid to their RHSA per the chart above
- e Any member enrolled in the DROP program whose mandatory retirement date falls before July 1, 2009, will receive the higher percentages as charted above
- f Any member approved for a PSRS disability retirement prior to July 1, 2009, will receive the higher percentages as charted above
- g In the event of an employee's death while employed by the City, the above will be paid to the employee's designated beneficiary

- 3 The City will provide a "Retired Police Officer Commission Card" and a "Retired Police Officer" badge to each officer who retires as defined in 1 above. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
- 4 Upon request, the City will provide the last worn breast badge in a shadow box to the retiring employee, with the cost to be split between the City and the Association. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
- 5 Upon retirement (as defined in 1 above) employees may elect to retain their duty weapon and one (1) magazine. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

<u>Years of Service</u> <u>With the City of Peoria</u>	<u>Cost to Employee</u>
20 or more years	\$25-00 1 00
15-20 years	25% of Fair Market Value of the Weapon
10-15 years	50% of Fair Market Value of the Weapon
Less than 10 years	At the discretion of the Chief, if approved, 100% of Fair Market Value of the Weapon

Fair Market Value will be determined by the City at the time of the employee's retirement.

Article 16 Administrative Investigation/Disciplinary Policy

- 1 Any material used as the basis for a disciplinary action (demotion, suspension, or termination) for officer violation of City or Department work rules or regulations must be included in the Personnel File, and must be made available to that officer. Any other information that the City may have relating to the specific disciplinary action taken may not be used as a part of the disciplinary action against said officer if said information is not contained in the Personnel File.
- 2 An Officer who is required to prepare a memo in an administrative investigation may use not more than two (2) hours of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged against the Officer. This policy will not apply to Investigations into criminal activity or charges.
- 3 The Department definition of "just cause" as defined in this Agreement applies to Administrative Investigations.
 - a Clear, understandable rules communicated to employees
 - b Conduct thorough, objective investigation and render a decision based on the facts
 - c Decision makers consider mitigating and aggravating circumstances
 - d The discipline/corrective action is appropriate to the circumstances
- 4 Attached as Attachment B is the Public Safety Officers Bill of Rights.

Article 17 Polygraph Examination Policy

- 1 The Association and the City both recognize the need for Police Officers to maintain a higher on-duty and off-duty standard of performance and conduct to assure a continued and uninterrupted preservation of peace, well being and safety of the citizens and employees of the City and to maintain public confidence in the integrity of its law enforcement personnel. The Association and City agree that the use of polygraph examinations in the administrative investigative process of investigating alleged misconduct may be a legitimate investigative tool.
- 2 The Police Chief may order a polygraph of an Officer if a serious allegation is made against the Officer. The Officer may decline, unless the witness and complainant(s) have taken the polygraph first and passed. Serious allegations include a criminal act, abuse of authority, harassment with malicious intent, and reflection of an Officer's integrity. In the absence of the Police Chief, or during periods of an acting Police Chief, the use of a polygraph examination may only be authorized by the City Manager or Deputy City Manager appointed by Council.
- 3 The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, an Officer in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Officer, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Officer's conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Officer and his representative, or attorney, may review the questions prior to administration of the polygraph. Officers may submit to a second polygraph examination from a polygraph examiner within seven (7) days at no expense to the Officer if the initial results are inconclusive. The Officer has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of an Officer into a disciplinary proceeding, the Officer will be entitled to introduce the results of the second polygraph examination obtained under this Article.
- 4 If this examination policy is abused, the language in this Article will revert to the 1994 Article. Abused is defined as outside of the guidelines set forth in the Agreement where PPOA prevails through the grievance process as specified in this Agreement.
- 5 Nothing contained in this agreement will be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an Officer. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained," an Officer under Administrative Investigation for a serious allegation as defined in this Article, will have the right to request, and have, a polygraph examination administered at the expense of the City.

Article 18 Seniority

- 1 Seniority is defined as the length of full-time continuous employment as a peace officer with the City beginning on the date the employee becomes AzPOST certified, or the date of hire for those officers already certified by AzPOST.
 - a Effective July 1, 2006, all current employees having the same seniority date will have their seniority ranking permanently established by a lottery selection. The names of all employees having the same seniority date will be selected at random, one (1) name at a time, until all names are drawn. The order of selection will determine the order of seniority with the employee whose name is drawn first having the greater seniority.

- b During the Department's post-academy, any newly hired employees having the same seniority date will have their seniority ranking permanently established by lottery as described in Section 1 a
 - c The lottery will be conducted by a designated member of the Department in the presence of an Association Executive Board member and the Police Chief or designee
 - d A seniority list will be maintained and furnished by the City to the Association for posting on the Association's bulletin board thirty (30) days prior to the beginning of the shift bid process. The list will provide the names, job titles and seniority ranking as established by this Article of all employees in the Department
- 2 Seniority will be given due consideration in the selection of shifts and days off, provided the employee is otherwise qualified. Regardless of seniority, the Department reserves the right to place those employees whose performance standards need improvement to specific shifts and/or days off
 - 3 Seniority will be given due consideration in the selection of vacation and holidays after the shift bidding is completed and during the Department's designated two-week submission period. The vacation sign-up will be completed prior to the shift change

Article 19 Random Drug Screen

The Peoria Police Department and Peoria Police Officers Association agree that Article 19 Random Drug Screening is added to this Memorandum of Understanding as Attachment C

Article 20 Grievance Procedure

1 The City and Association agree to use one grievance procedure for issues contained in this MOU and grievances outside the terms of this agreement. Employee members must choose one procedure, either the grievance procedure in this MOU or grievance procedure in the Personnel Administrative Regulations (PAR). Once the member files a grievance using one of the procedures, the employee will not submit the grievance through the other grievance procedure

2 Informal Resolution

It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Sergeant in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure or under the PAR grievance procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint

3 Definition of Grievance

- a A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy will automatically terminate the grievance
- b A "Unit" grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees

4 Procedure

- a Unit grievances will skip Steps 1 and 2 and will commence at Step 3
- b In processing a formal grievance, the following procedure will apply

Step 1

The employee will reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to his Sergeant as designated by the City within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The supervisor will, within twenty eight (28) calendar days of having received the written grievance, or such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant's representative, if any,

INTENT To allow the PPOA Grievance Committee time to review the grievance and recommend disposition to grievant prior to submission of grievance to Sergeant. Early review by PPOA established to reduce number of grievance filed

Step 2

If the response of the first level of review does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the immediate Lieutenant as designated by the Police Chief within seven (7) calendar days of the grievant's or his representative's receipt of the step one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within seven (7) calendar days of having received the appeal, or the meeting, whichever is later, the second level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any,

Step 3

If the response of the second level of review does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Deputy Chief as designated by the Police Chief within seven (7) calendar days of the grievant's or his representative's receipt of the step two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within seven (7) calendar days of having received the appeal, or the meeting, whichever is later, the third level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any,

Step 4

If the response of the third level of review does not result in resolution of the grievance, the grievant may appeal the grievance to the Police Chief within seven (7) calendar days of the grievant's or his representative's receipt of the step three response. Either party may request a meeting be held concerning the grievance or mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the appeal, or the meeting, whichever is later, the Police Chief will submit his/her response to the appeal to the grievant and grievant's representative, if any,

Step 5

If the response to the fourth level of review does not result in resolution of the grievance, the grievant or his representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the step four response

The Committee will consist of up to two (2) representatives of the Association who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

Step 6

If the response of the fifth level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 6 procedure to request arbitration, by filing an appeal within ten (10) calendar days (excluding City holidays) of receipt of the recommendation. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration fall under the same issue.

Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within ten (10) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within ten (10) calendar days (excluding City holidays) of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

- a The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
- b The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.
- c The arbitrator will be bound by applicable State and City law.
- d The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- e The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

Step 7

If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within ten (10) calendar days (excluding City holidays) of receipt of the arbitrator's recommendation.

The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days (excluding City holidays) of receipt of the appeal.

The City Manager's or designee's decision is the final step in the Agreement appeal process.

- 5 Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

Article 21 Labor/Management Committee

- 1 The Association and the City recognize the value and mutual benefit of maintaining an open and positive relationship and to provide for an orderly and positive means of resolving misunderstandings or difference which may arise. The parties further recognize the value of working cooperatively and in partnership to improve communication, to identify problems, to respond to rumors, to develop and recommend solutions to problems, and to jointly resolve matters of mutual concern.
- 2 The parties agree to participate in labor-management committees designed to facilitate improved relations by providing a forum for the free and open discussion of ideas and concerns and to attempt to resolve problems brought forward by either party.
 - a Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.
 - b The parties agree that subjects and issues submitted to and accepted for review by the committees, will not substitute for the resolution of disputes or issues under established grievance procedures or administrative investigations nor will be committees make decisions on matters that require changes to the existing Agreement.
- 3 The *Labor-Management Executive Committee* will consist of five (5) representatives selected by the PPOA and five (5) representatives selected by the Police Chief.
 - a The purpose of this committee is to act as the coordinator for Department labor-management efforts. The Committee will review and make decisions on recommendations and unresolved matters brought forward from the Department's Labor-Management Operations and Communications Committee.
 - b The Police Chief and the PPOA President will serve as Co-Chairs.
 - c The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.
 - d The Committee will meet quarterly or at other mutually scheduled times.
- 4 The *Operations and Communications Committee* will consist of six (6) members representing management and six (6) members representing the PPOA. The parties agree that the operations committee is benefited by a broad base of participants. To that end, the PPOA President, and the Police Chief, or their designees, will appoint members so that the Labor-Management Executive Committee is not duplicated.
 - a The Operations and Communications Committee is established as a sub-committee of the Labor-Management Executive Committee.
 - b In addition to Committee members, the Executive Committee, the Police Chief and the PPOA President may refer items directly to the Operations and Communications Committee for problem solving.

- c The Committee will act as a forum for a free exchange of ideas, concerns, and viewpoints. The purpose of the Committee is to improve working relations by sharing information, responding to rumors, identifying problems and developing recommended solutions.
 - d The Committee will not make policy nor act as the final authority on matters brought to it for consideration. The Committee will forward recommendations to the Labor-Management Executive Committee or the Police Chief for review and approval as appropriate.
 - e The designated Deputy Police Chief and the PPOA Executive Committee member will act as Committee Co-Chairs and will jointly establish the monthly agenda which will be shared with all Committee members prior to the meetings.
 - f The Operations and Communication Committee will meet quarterly or at other mutually scheduled times.
- 5 Representatives of the Association who are serving on the Committee will not lose pay or benefits for attending the meeting during their duty time.
 - 6 Parties mutually agree that subjects and issues submitted to and accepted for review by the Committee will not substitute for the resolution of disputes or issues under established Grievance Procedures or Administrative Investigations nor will the Committee make decisions on matters that require changes to the existing Agreement.
 - 7 The Committee will coordinate Department labor/management efforts.

Article 22 Prohibition of Strikes and Lockouts

- 1 The Association and the employees covered by this Memorandum recognize and agree that rendering of Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City.
- 2 The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents will for any reason authorize, institute, aid or promote any lockout of employees covered by this Memorandum.
- 3 Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 3 of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
- 4 The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article with copies of the written order to be delivered to the office of the City Manager.

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- 5 Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to
 - e Discipline up to and including discharge
 - f Loss of all compensation and benefits including seniority during the period of such prohibited activity
- 6 Should the Association during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article it is agreed that all penalties set forth in Ordinance #88-13, as amended, will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue
- 7 Nothing contained herein will preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article
- 8 There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Ordinance, or Memorandum of Understanding, or any applicable laws

Article 23. Fiscal Crisis

- 1 The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment
- 2 The term "fiscal crisis" will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget
- 3 The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts and request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances

Article 24 Saving Clause

- 1 If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby, and upon issuance of such final decree, the parties, upon request of either of them will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated
- 2 It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this MOU and this MOU will be administered in compliance with the F L S A for so long as the Act is applicable
- 3 It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedure and activities constituting Labor-Management joint endeavors, conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked time spent within the employee's regular work shift in pursuit of such benefits

Article 25 Term and Effect

- 1 This MOU will remain in full force and effect commencing on July 1, 2008 and terminating on June 30, 2010, except that economic terms will be in effect for the first full pay period coinciding with July 1, 2008 through the last full pay period prior to July 1, 2010.
- 2 The City will not be required to meet and confer concerning any other matters covered or not covered herein, during the terms of this MOU except that both parties agree to meet and confer regarding the subject of base wages only effective the second fiscal year of this Memorandum. All parties agree to begin wage negotiations no later than November 10, 2008 and to conclude negotiations no later than December 31, 2008.
- 3 The City or PPOA has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2010.
- 4 This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

Article 26 Copies of Memorandum

- 1 Within sixty (60) days of the date that this MOU is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every employee, supervisor and to management personnel. Prior to the final printing, a proof will be reviewed by the City. The cost of such duplication and distribution will be borne equally by the Association and the City.

IN WITNESS WHEREOF, the parties have set their hand this 3rd day of June 2008

CITY OF PEORIA

PEORIA POLICE OFFICERS' ASSOCIATION

By

By

Terrence L. Ellis, City Manager

David Head, PPOA
Lead Negotiator

Steve Kemp, City Attorney

David Adams
Representative, PPOA

Jackie Peterson, Deputy Director – HR
Lead Negotiator

Luis Carrillo
Representative, PPOA

Dawn Kuhn, Senior HR Consultant
Negotiation Team Member

Scott Lekan, Commander
Negotiation Team Member

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ATTEST

Mary Jo Kief, City Clerk

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ATTACHMENT "A"

First Pay Period including July 1, 2008

Peoria Officer	Step	Hourly Rate
Assigned as Police Officer	1	\$24 38
After 1 st Year	2	\$25 59
After 2 nd Year	3	\$26 87
After 3 rd Year	4	\$28 22
After 4 th Year	5	\$29 63
After 5 th Year	6	\$31 11
After 6 th Year	7	\$32 67
After 7 th Year	8	\$34 30

One half of a 3% lump sum retention bonus, based on July 1, 2008 base salary, to be paid during the pay period that includes July 1, 2008

First Pay Period including January 1, 2009

Peoria Officer	Step	Hourly Rate
Assigned as Police Officer	1	\$25 11
After 1 st Year	2	\$26 36
After 2 nd Year	3	\$27 67
After 3 rd Year	4	\$29 06
After 4 th Year	5	\$30 52
After 5 th Year	6	\$32 04
After 6 th Year	7	\$33 65
After 7 th Year	8	\$35 33

One half of a 3% lump sum retention bonus, based on July 1, 2008 base salary, to be paid during the pay period that includes January 1, 2009

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ATTACHMENT "B"
PUBLIC SAFETY OFFICERS
BILL OF RIGHTS

Section 1

Any interrogation or interview will be conducted during reasonable hours, which is on-duty and normal waking hours for the Public Safety Officer based on his/her assigned shift. If the investigator determines that the seriousness of the issues on which the investigation is based, the need for rapid investigation due to the nature of the issues, or the need to obtain facts or evidence related to the investigation require, the public safety officer may be interviewed at any reasonable time. Compensation for off-duty time will be in accordance with the provisions of the Memorandum of Understanding between the Employee representative and the City or if the Memorandum of Understanding is silent, then in accordance with normal City procedures.

Section 2

The Public Safety Officer under an administrative investigation will be informed, before such interrogation or interview, of the rank, name and command of the officer in charge of the investigation, the interrogating or interviewing officers and all other persons to be present during the interrogation or interview. All questions directed to the Public Safety Officer under interrogation or interview will be asked by and through no more than two interrogators or interviewers at one time. The Public Safety Officer may waive the restriction on the number of interrogators or interviewers. Additionally, the President of the Peoria Police Officers Association (PPOA) and the Police Chief may agree that this section will not be applied.

Section 3

The Public Safety Officer under an administrative investigation will be informed of the specific nature of the investigation and all known allegations of misconduct that are the reason for the investigation no later than the start of the initial interrogation or interview.

Section 4

The interrogating or interviewing session will be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The Public Safety Officer being interrogated or interviewed will not be unreasonably denied access to the restroom and the ability to attend to his/her physical necessities.

Section 5

The investigation will be conducted in a format consistent with standard police investigative practices, in accordance with Federal and Arizona reported court decisions pertaining to acceptable practices for the interrogation of suspects in an investigation. An officer refusing to respond to questions or submit to interrogations or interviews related to the issues that are the subject of the investigation will be informed that failure to answer questions may result in disciplinary action.

The Department will take the position that the home address of the Public Safety Officer is a public record and not subject to disclosure. The Public Safety Officer acknowledges that the City complex and the Police Department are a public forum to which the news media and public have a right to access. However, the Department will restrict access to the extent constitutionally permissible in order to prevent interference with the Public Safety Officer's ability to perform his/her duties. The parties acknowledge that the Department is not responsible for information obtained by the news media from sources outside the Department's control.

The Department also acknowledges the Public Safety Officer's First Amendment Right to comment on public issues and that the exercise of protected First Amendment Rights is not cause for discipline

Section 6

All interrogations or interviews on an administrative investigation will be relevant to the activities, circumstances, events, conduct or acts that pertain to the issues that are the subject of the administrative investigation. The scope of the investigation may be expanded or a new investigation commenced, provided that it is reasonable and authorized by the Police Chief based on information that is developed during the course of the interrogation or interview

Section 7

The complete interrogation or interview of a Public Safety Officer may be recorded. If any recording is made of the interrogation or interview, the Public Safety Officer will have access to the recording(s) within a reasonable time after the completion of the investigation. In accordance with Article 16, Administrative Investigation/Disciplinary Policy of the Memorandum of Understanding, the Public Safety Officer will be entitled to a copy of those portions of the administrative investigation specifically used as the basis for disciplinary action. This paragraph will not be construed or interpreted to grant the Public Safety Officer a right to access these portions of an administrative investigation which Arizona law provides are public records not subject to disclosure. No notes or reports that are public records not subject to disclosure will be entered into the personnel file, unless they specifically relate to a personnel function, such as equal employment opportunity where the City is required by law to maintain the confidentiality. After the commencement of the investigation, the Public Safety Officer will have the right to bring his/her own recording device and record all aspects of the interrogation or interview

Section 8

The Public Safety Officer is entitled to his/her constitutional rights under the United States Constitution and Arizona Constitution and as established by reported decisions of the United States Supreme Court and the Arizona Courts including, but not limited to, those granted in Garrity v Jersey. When separate and concurrent administrative and criminal investigations are being conducted, information gathered in the administrative investigation will not be used in the criminal investigation. Any admissions made in an administrative investigation interview or interrogation will not be used in a criminal prosecution. However, this does not foreclose the fact that each investigation may obtain the same information independently

Section 9

Upon commencement of the initial interview in an administrative investigation, the Public Safety Officer will have the right to be represented by a representative of his/her choice who may be present at all times during discussions and reviews on the matter. The department and the employee organization acknowledge the need to avoid having persons involved as representatives who are involved as witnesses or parties to the investigation and will use their best efforts to prevent this. The representative will not be a person who is a party to the issues involved in the investigation in question. The representative will not be required to disclose, nor be subject to any disciplinary action for refusing to disclose, any information received from the officer under (investigation) pertaining to the administrative investigation on non-criminal matters. Should the representative become aware that they may be subject to becoming a witness or a party to the administrative investigation, they should disclose this knowledge to the department and the Public Safety Officer and refrain from any further participation as a representative

This section will not be construed to reduce or minimize any rights granted to the Public Safety Officer under the MOU between the employee representative and the City

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Section 10

The department will conduct interrogations, interviews and investigation(s) in a prompt fashion with no unreasonable delays. The department will make an attempt to complete an investigation within sixty (60) days, taking into account the personnel needs and resources of the department and the complexity, difficulty and extent of the investigation.

Section 11

After completion of the investigation, the Public Safety Officer will be advised of the results of the investigation. The department will make an attempt to complete any personnel actions provided for by the City's administrative regulations within thirty (30) days after completion of the investigation, taking into account the personnel needs and resources of the department and other City departments involved and the complexity, difficulty and extent of the investigation.

Section 12

When the investigation results in the presentation of a notice of intent to take disciplinary action or the issuance of a formal reprimand, the Public Safety Officer will be furnished with a complete copy of the materials used as the basis for the disciplinary action including recordings at no cost. The Public Safety Officer will also be furnished with the names of all witnesses and complainants who provided information for the investigation, unless to provide the information would violate the Arizona Victim Rights Laws. All information used to make a determination on disciplinary action for a due process hearing will be provided to the employee fourteen (14) calendar days in advance of the hearing, if possible.

This paragraph will not be construed or interpreted to grant the Public Safety Officer a right to access those portions of an administrative investigation which Arizona Law provides are public records not subject to disclosure.

Section 13

No Public Safety Officer will have any comment adverse to his/her interest entered in his/her personnel file, the departmental file or the IPR file without the Public Safety Officer having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment, except that such entry may be made if after reading such comment the Public Safety Officer refuses to sign, that fact will be noted on that document and signed or initialed by such officer.

Section 14

A Public Safety Officer will be entitled to a complete copy of any adverse comment entered in his/her official City personnel file, departmental or IPR file.

Section 15

Upon receipt of a complete copy of the material used as the basis of the adverse comment, a Public Safety Officer will have fifteen (15) calendar days within which to file a written response to any adverse comment entered in his/her personnel file or any other file used for any other personnel purposes by his/her employer. Such written response will be attached to the adverse comment.

Section 16

Public Safety Officers will not be required to submit to a polygraph examination. Public Safety Officers may elect to submit a polygraph examination. Such examinations will be in accordance with the provisions of the Memorandum of Understanding between the employee representative and the City of Peoria.

Section 17

No employee will have their locker, storage space or assigned work place searched except in his/her presence, or the presence of a representative or where they have been notified that a search will be conducted

Section 18

Work rules, policies, orders, and directives are to be interpreted and applied consistently to all employees

Section 19

Employees will not be subjected to punitive action, denied promotion, nor threatened with any such treatment because of the exercise of rights granted under this MOU, nor because of the exercise of rights under any existing administrative grievance procedure

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ATTACHMENT C

1) Purpose

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public's confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

2) Process

Screening Sworn employees of all ranks, police recruits, and recruit applicants are affected by this order and will be subject to the screening process. For the purpose of controlled substance screening, those employees subject to the screening process will be selected from one of three groups: one-year pool, three-year pool, and all applicants and police recruits of the Department.

a) One-Year Pool The one-year pool will consist of the following employees:

- i) All sworn employees assigned to the Street Crimes Unit
- ii) All sworn employees assigned to the Special Assignments Unit
- iii) All sworn employees assigned solely to the Administrative Investigations function

b) Three-Year Pool The three-year pool will consist of all sworn police employees not in the one-year pool.

c) All applicants for police recruit positions and reinstatement to sworn positions will submit to controlled substance screening prior to being hired. All police recruits will be subjected to unannounced controlled substance screening while in training at the Police Academy. All police recruits will be placed into the three-year pool following academy graduation.

3) Selection

a) Police Recruit Applicants Applicants for recruit positions within the Police Department will submit to controlled substance screening at some time during the selection process. The Staff Services Bureau Lieutenant will coordinate the scheduling of an authorized vendor who will administer the procedure.

b) Police Recruits Police recruits may be required to submit to controlled substance screening at an unannounced time during their training at the Police Academy. This may occur as part of the random controlled substance screening process selection or at the direction of the Police Chief or designee.

4) All Applicable Employees The procedure for selecting individuals for drug screening from the list of other employees who are subject to testing will be as follows:

a) The Police Chief or designee will administer the selection procedure, and the Professional Standards Unit authorized vendor will monitor the selection process to ensure its integrity.

- b) Individuals who are subject to drug screening will have their name and serial number placed on a list. A separate number will then be assigned to each sworn employee and the individual to be tested will be selected at random from this list of numbers. This selection will be made through the use of a computerized random number generator.
- c) The selection procedure will ensure that all employees in the one-year pool will be screened at least once annually and all employees in the three-year pool will be screened at least once every three (3) years.
- d) After employees submit to screening, their number will be returned to the random pool and will again be subject to controlled substance screening.
- e) Employees in the one-year pool may be selected for random screening as many as two times per year.
- f) Employees in the three-year pool may be selected for random screening as many as two times in any three (3) consecutive years.
- g) There will be a selection of employees from each pool during each month. The Police Chief or designee will determine the number of employees selected from each pool.

5) Procedures

a) Screening

- i) Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit Lieutenant or designee will contact the employee's Bureau Lieutenant. The Bureau Lieutenant will be responsible for notifying the employee during the employee's next scheduled shift. If notification cannot be accomplished within four (4) calendar days, the employee's Bureau Lieutenant will notify the Professional Standards Unit Lieutenant or designee by returning the directive with a reason for the lack of notification. Upon or after notification, the employee will be required to report immediately to the nearest open authorized vendor for screening.
- ii) The employee's supervisor will also be notified that the employee is scheduled for screening. Confidentiality of the selection notice will be strictly maintained until the affected employee is served.
 - (1) Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc., will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.
 - (2) Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.
 - (3) Employees will present the Directive to Appear for Controlled Substance Screening Form, received from the supervisor, to authorized vendor personnel for documentation of appearance. Employees will then return the original form to their immediate supervisor for forwarding to the Professional Standards Unit.
 - (4) Failure to report immediately for screening will subject the employee to disciplinary action.

- b) The attendant at the authorized vendor will provide employees with a Chain of Custody Document/Request Form. Employees will complete this form, following all the instructions on the

form to ensure the security of the specimen. The employee may disclose, by writing on the front of the form, any medications which they have ingested within the last seventy-two (72) hours prior to the controlled substance screening. The information will include the name, address, and telephone number of the prescribing physician and the name and telephone number of the pharmacy where the prescription was obtained. Employees will be required to present picture identification to the authorized vendor attendant. In addition, and if requested, employees will provide the right index fingerprint on the Chain of Custody Document/Request Form.

- i) The employee is not required to provide their home address, home telephone number, or social security number on any forms at the authorized vendor related to the controlled substance screening process.
- ii) The employee will provide their City employee number for tracking purposes.
- c) The authorized vendor attendant will ask employees to remove any unnecessary garments such as a coat, jacket, or protective vest that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The authorized vendor attendant will ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. Employees may retain their wallet.
- d) Employees will be instructed to wash and dry their hands prior to urination.
- e) Whenever there is reason to believe that an employee altered or substituted the specimen to be provided, the authorized vendor attendant will call the on-duty supervisor and he/she will respond to authorized vendor. The supervisor may order the employee to provide an observed specimen. When an observed specimen is ordered, the person observing the collection will note the observation on and sign the Directive to Appear for Controlled Substance Screening Form.
- f) The employee will be given a collection bottle and directed to a private bathroom or collection area where the employee will be allowed as much time as necessary to provide a specimen consisting of at least 50 cc's of urine. The employee will be allowed to consume sufficient quantities of water as necessary to facilitate this process.
- g) Under normal circumstances, the actual collection of the specimen will not be observed, however, precautions will be taken to prevent contamination of the specimen.
 - i) A bluing agent or dye will be added to the water of the toilet to prevent contamination of the specimen.
 - ii) The collection bottle will be checked by the authorized vendor attendant for volume, color, and appearance. The temperature strip located along the side of the bottle will ensure that the specimen temperature is within acceptable limits.
 - iii) If the temperature of a specimen is outside the range of 32.5 to 37.7 degrees Celsius/90.5 to 99.8 degrees Fahrenheit, that is a reason to believe that the individual may have altered or substituted the specimen, and another specimen will be collected under direct observation of a person of the same gender as directed by a sworn supervisor.
 - iv) Both specimens will be forwarded to the laboratory for testing. Individuals may have their oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside of the prescribed range.
- h) Both the individual being tested and the authorized vendor attendant will keep the specimen in view.

at all times before it is sealed and labeled. When the specimen is transferred to a second bottle, the authorized vendor attendant will request that the individual observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.

- i) Once a sample is provided, the authorized vendor attendant will place a tamper-proof seal on the container which contains the date and the individual's specimen number.
 - j) Employees will initial the identification label that will be placed on the specimen bottle to certify that it is their specimen.
 - k) Screening procedures to test recruit applicants will be the same as those detailed. In the event that a recruit applicant fails to comply with these procedures, the Professional Standards Unit authorized vendor and/or Support Division Deputy Chief will be notified immediately.
 - l) Police Recruits who undergo screening while at the Police Academy will utilize the procedures similar to those described above. In the event that a recruit fails to comply with these procedures, the Staff Services Bureau Lieutenant or designee will be notified immediately.
- 6) Handling and Transport. The sealed specimen will be retained in a locked refrigeration unit at the authorized vendor until it is transferred to the courier who will deliver it to the laboratory for analysis.
- a) The courier will sign and date the Chain of Custody Form to be shipped with the specimen.
 - b) The courier will verify that the coded numbers on the specimen correspond with the coded numbers on the Chain of Custody Form.
 - c) The specimen and the Chain of Custody Form will then be transported together to the appropriate laboratory for analysis.
- 7) Laboratory Analysis Procedures-Sworn Employees, Recruits and Applicants. The laboratory selected and the personnel employed by the laboratory will comply with all current guidelines mandated by the Department of Transportation, Office of Secretary, 49 CFR Part 40.
- a) Initial Test. The initial screening will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines only. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

(* 25 ng/ml if immunoassay specific for free morphine)

- b) Confirmatory Test. All specimens identified as positive on the initial test will be confirmed, using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations will be quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curve will be documented in

the laboratory record as "greater than highest standard curve value

Confirmatory Test Level (ng/ml)	
Marijuana metabolites	15
Cocaine metabolites	150
Opiate metabolites	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

(Delta-9-tetrahydrocannabinol-9-carboxylic acid)

(**Benzoylgonine)

- c) Samples that are screened "none detected" contain either no drugs or drugs below the cut-off detection level for that drug
- d) Samples that are screened "positive" are handled by the laboratory as follows
 - i) Following a positive screen from the initial immunoassay test and a positive screen from the GC/MC test, samples are placed in a locked forensic freezer at the testing laboratory and are retained for one year, after which time they may be discarded if retention is not requested by the Department or PPOA
 - ii) A portion of a retained specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a NIDA-certified laboratory of the officer's choosing and tested at their own expense
- 8) **Reporting** Sworn Employees, Recruits and Applicants Test results for sworn employees, recruits, and applicants will be reported in the following manner
 - a) The laboratory will report test results to the authorized vendor medical review officer within five (5) working days after receipt of the specimen by the laboratory
 - b) The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmatory test Only specimens confirmed positive after the confirmatory GC/MS test will be reported positive for a specified drug
 - c) Positive test results will be reviewed by a medical review officer at the authorized vendor The medical review officer will report all verified positive findings to the Police Chief, or his designee, and will forward the results to the Professional Standards Unit authorized vendor as soon as possible
 - d) Results of positive tests will not be used in criminal proceedings
 - e) Any breach of confidentiality will be dealt with per the City Administrative Regulations and

Departmental Policy

- f) Obtaining Test Results Sworn Employees, Recruits and Applicants wishing to obtain the results of their drug screen can do so by contacting the Professional Standards Lieutenant by telephone two (2) weeks after the date of the test

- 9) Purging Policy Within thirty (30) days of receipt of test results, the appropriate information will be recorded within the Controlled Substance Screening Record and the drug screen directives and test results will be purged provided the test results are negative unless a specific request is made by the officer being tested to keep the report for a longer period of time. The Police Chief will determine the method of destruction for the files

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