

**Memorandum of Understanding**

**January 2011 through June 2013**

**City of Peoria**

**and**

**City Of Peoria Police Supervisors Association**

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as "City", and the City Of Peoria Police Supervisors Association, hereinafter, referred to as "Association", under the authority of the City of Peoria Ordinance No. 2010-05 and Resolution 2010-07.

**LCON12310**

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## **Preamble**

We, as an Association, understand that we hold a unique and valuable role as supervisors, mentors, and leaders within the organization. We serve a pivotal role in the organization and to the mission of the department. Our members will provide, individually and collectively, loyal and efficient work and service. We will use our influence and best efforts to protect the property of the City, its service to the public and that we will cooperate in promoting and advancing the welfare of the City.

This agreement is entered into between the City of Peoria and the City of Peoria Police Supervisors (COPPS). 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 COPPS, 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: Definition of Terms**

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 term employee either in the singular or plural form will mean employees of the City of Peoria that are specifically covered by the MOU.

**City** - The governing body of the City of Peoria as defined by City Ordinance to act on behalf of the City of Peoria and the citizens therein matters concerning wages, hours, and work conditions.

**Association** - The City of Peoria Police Supervisors (COPPS) Association. The association identified by City Ordinance 2010-05 and Resolution 2010-07 to act on behalf of all Police Sergeants employed by the City of Peoria as the representative to meet and confer in matter concerning wages, hours, and work conditions.

**Seniority** – Seniority is defined as length of continuous employment in the position of Sergeant with the City of Peoria. Two or more employees with the same promotion date will be determined by time with the city. Employees with the same hire date and same promotion date will be determined by birth month and day.

## 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 Association as determined by the Peoria City Council in City Ordinance 2010-05 and Resolution 2010-07.
- 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:
    - Five (5) Executive Board members
    - Four (4) Representatives

No more than two (2) of the four (4) 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.

- ii. One Association representative may attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.
- iii. The Association representative and the involved employee will coordinate with the immediate manager(s) to be absent from their duties to attend grievance meetings. This request will not be unreasonably denied, giving proper consideration to essential work of the Department and the occupational safety of the work unit.
- 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 four hundred fourteen (414) hours per year for elected officers, trustees and employees identified by the President to attend Association Business and Executive Board meetings or to attend union seminars, conventions, training, and lobbying for the Association's interest. Union release time will not be used for political activism or outside union organizing.

Notice of events and names of the employees 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 employee, 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 employee located within the employee'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; however the Association will be permitted to place a bulletin board (size not to exceed 48" x 36") in each Police facility. 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.

- viii. The City agrees that employees and necessary 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 newly promoted employees. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed one (1) uninterrupted hour to provide information about the Association to the newly promoted employee during the one (1) day orientation scheduled prior to promotion.

- 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 Human Resources Director or designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate 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 upon reasonable prior notice given to the City.

- x. The Association shall designate a representative during normal business hours to respond to planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.
- xi. 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:
  - i. The right to determine the organization of City government and the purpose and mission of its constituent agencies
  - ii. 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
  - iii. To establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum
  - iv. To direct its employees, to take disciplinary action for just cause (as defined in this MOU)
  - v. To relieve its employees from duty because of lack of work or other legitimate reasons
  - vi. 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
  - vii. To adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend 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

Nothing herein will be construed to diminish the rights of the City under Ordinance 2010-05.

- 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.

### 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 2010-05 and Resolution 2010-07, 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.
- c. Employees will have the right to present their own grievance in person alleging violations of the specific terms of this agreement, with or without representation. No solution will be reached with any employee which conflicts with the purpose and intent of the negotiated terms of the agreement.
- d. An employee may review their file at any time, in addition may request in writing that a representative may be permitted to examine his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.
- e. No employee will have any adverse comments entered into his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System 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 Employees Human Resources Personnel File and the Department's Employee Performance Tracking System which may be adverse in nature.

### Article 3: Wages

1. The pay schedule set forth in Attachment A will be the pay schedule in effect (first pay period to include January 1, 2011 through last pay period, ending approximately June 30, 2013). 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. Leadership Pay – This pay is reserved for those employees that are considered pacesetters and modernizers within the organization. Employees qualified in the position of Police Sergeant as to have the skill and expertise to satisfy the requirements to instruct Sergeants in Training and/or temporarily perform substantially the full range of responsibilities of a higher level classification. Qualified employees will receive their regular hourly rate plus an additional five (5) percent of their hourly base pay for all time actually worked in either 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 receive additional Spanish pay compensation (based on qualified skill level) according to the listed chart or equal to any subordinate rank (which ever is greater) per pay period.
    - 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 or equal to any subordinate rank (which ever is greater).
  - d. Employees assigned to the Special Assignment Unit (SAU) will receive eighty dollars (\$80.00) per pay period or equal to any subordinate rank (which ever is greater).
  - e. Employees assigned to a duty assignment where, the mere assignment requires reasonable availability outside of their assigned duty days and hours and makes them subject to call out, shall receive their regular rate of pay plus an additional amount of responder pay at one dollar (\$1.00) per hour. The following listed positions are eligible: detective sergeants, traffic sergeants, terrorism liaison sergeant, and professional standards unit sergeant.
3. Employees will receive shift differential pay in addition to their normal rate of pay equivalent to a rate of twenty five cents (\$0.25) per hour for shift II and thirty five cents (\$0.35) per hour for shift III (or equal to any subordinate ranks working like hours, whichever is greater) who qualify for shift differential pay. Qualifying shifts and hours are as follows:

- a. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 1200 hours and prior to 1800 hours.
  - b. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 1800 hours and prior to 2400 hours.
  - c. Employees who are eligible for premium payments and/or shift differential 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 premium nor differential may be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium or differential.
4. Stand-by Pay: Employees who are required to be available for emergency call back as designated by the Chief or designee 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.
5. Step Increase: Employees will be eligible for a one-step increase to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.
- a. Employees who have reached the maximum salary step will not be eligible for additional step 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 promotional probation or who receives an unsatisfactory rating 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 satisfactory (full performance of all job requirements).
  - c. Notwithstanding anything contained in this Memorandum of Understanding (dated January 2011 through June 2013 between the City of Peoria and the Association), the Association understands that the operation of Article 3, subsection 6 titled Step Increase shall be suspended for the period commencing on January 1, 2011 and ending on June 30, 2012. The Association and the City acknowledge that each member's base pay as of January 1, 2011, shall be the base pay used for calculation of any premium payments under this article.

In addition: 0% COLA and 0% Market Adjustment for period January 1, 2011 to June 30, 2013.

In FY12 each employee will receive a total of \$850 if the employee has a satisfactory performance as of July 1, 2011. In order to receive the lump sum payment the employee must have had a satisfactory rating in their performance evaluations during FY11. The

amount paid to the employee will be paid in two lump sums to be paid during the pay period that includes September 1, 2011 and during the pay period that includes March 1, 2012. Employees that separate employment with the City after July 1, 2011 and prior to receiving both payments will receive the unpaid portion of the lump sum (\$850 total) on the employee's final check.

6. Sergeant's 401a Plan: The City will contribute \$25 per pay period. The Employee will contribute 3% of their salary per pay period into the Sergeant's 401a Plan.

#### 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 proceeding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.
3. Whenever a holiday falls on an employee's regularly scheduled 4/10 shift and the employee is required to work the holiday, the employee 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 employee's regularly scheduled 4/10 shift but the employee is permitted to take the holiday off, the employee 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 Years Day (January 1), July 4<sup>th</sup>, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid at 1.5 times the hourly rate.
6. In addition to the designated holidays above, the employees will receive one (1) day of floating holiday 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. The floating holiday will be placed in a floating holiday leave bank. The floating holiday can be used in one-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts and a total of eight (8) hours per year for employees assigned to work eight (8) hour shifts. Such leave will not be considered as time worked for purposes of the regularly scheduled work week.
7. If an employee is called out during a City recognized holiday, the employee will receive pay at 1.5 times their hourly rate in addition to the holiday pay at straight time (not including the floating holiday).

## **Article 5: Uniform Allowance**

1. The City agrees to provide each employee one thousand two hundred dollars (\$1,200) per fiscal year to facilitate the purchase and cleaning of approved uniforms and equipment.
  - a. One half (\$600) of this allowance will be paid on or about August 1 and one half (\$600) of this allowance will be paid on or about February 1.
  - b. For newly promoted sergeants assigned after the semi-annual payment, referred in the section above, has been dispersed, the \$600 payment will be prorated but will not be less than \$220 to facilitate the purchase and tailoring of uniforms and equipment.
2. The Association and the City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of one thousand two hundred dollars (\$1,200) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance, and replacement.
3. In consideration of the allowance (or line of credit) provided, all employees will provide and maintain their own uniform in accordance with the City specification and the Department Policy. Employees not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.
4. The City agrees to issue each sergeant assigned to the Special Assignment Unit (SAU) appropriate clothing and safety equipment.
5. The City agrees to issue each sergeant assigned to the motorcycle unit with appropriate motor boots, breeches and safety equipment.
6. The City agrees to issue employees assigned to the bicycle patrol with appropriate clothing and safety equipment.
7. 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. 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.
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. Employees identified as having a non-compensated lunch will have their lunch period scheduled within their shift.
4. 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 8 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.
5. 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).
6. Canine Program: Employees assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the employee'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. Employees will not record such hours at times when the canine is kenneled or the assigned employee is otherwise not directly providing the care for the canine. Employees assigned to this program will report use of these hours to the manager.
7. Motorcycle Program: Employees assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the employee'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. Employees will not record such hours at times when the assigned employee is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the employee's duties. Employees assigned to this program will report use of these hours to the manager.
8. Hours worked will include vacation, compensatory time, sick leave, personal leave, physical

fitness leave and union release time-for the purpose of calculating weekly overtime.

9. Change in Shift Assignment

- a. The Police Chief has the discretion to make changes in shifts, days off or job assignments. These re-assignments will not be for arbitrary reasons.
- b. 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 employees hourly rate for hours worked.
- c. When a Patrol Services Bureau shift assignment becomes available more than one hundred twenty (120) days prior to the scheduled shift change that one shift assignment may be filled based on seniority. If possible, at least seven (7) days notice of the vacancy shall be provided.
- d. The City recognizes the need to fill positions designated for Police Sergeants with employees in that rank. On occasion it may be necessary to temporarily cover a Police Sergeant position with a Working Out Of Class (WOOC) officer; however, when full shift overtime coverage is needed preference will be given to the sergeants. The City agrees that a Sergeant position may be filled on temporary bases for a reasonable amount of time subject to review and notification of the Association every thirty (30) days.

10. 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 submit a preference list for shifts and days off by seniority for their assignments at shift change. Seniority and the needs of the department will be taken into consideration for the assignment of the shift.

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.

11. 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.

## **Article 7: Overtime**

1. 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.

In lieu of overtime pay, employees 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.

2. Seniority, as defined in this MOU, 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 supervisory training.
  - 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.

## **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 one hundred (100) hours. Any overtime hours in excess of one hundred (100) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to one hundred (100) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time payout will not exceed two hundred forty (240) 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, seniority as defined in this MOU 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 thirty (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. 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. 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. Opportunities for off duty work, coordinated through the Department, will be offered to Sergeants only after the Officer Off-Duty Assignment list has been exhausted or if the off duty assignment requires four or more officers.
5. 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.
6. 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.
7. Prior to being placed on the off-duty assignment list, an employee must have completed the sergeant training program.
8. Under this section, hours worked shall not include vacation, compensatory time, sick leave, personnel 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
0-2.99	100 Hours (10 Days)
3-4.99	110 Hours (11 Days)
5-9.99	130 Hours (13 Days)
10-14.99	150 Hours (15 Days)
15-18.99	170 Hours (17 Days)
19+	200 Hours (20 Days)

- b. 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.
- c. Following completion of 5 years of full time or regular part time service with the City, employees may request payment for vacation hours in excess of 120 hours. A maximum of 40 hours will be paid in any fiscal year. Requests for payment shall not reduce the balance of hours below 120 hours. Requested payments will be made in June and December based on balances at the end of May and November.
- 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.

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 one thousand one hundred fifty two (1,152) hours at the end of April will be paid at twenty-five percent (25%) during the month of May.
- c. In lieu of sick leave donations for sergeants experiencing a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, the city agrees to provide short term disability insurance according to the City short term disability insurance policy.
- d. In the event of an employee’s death while employed by the City, one hundred percent (100%) of the employee’s accumulated sick leave will be paid to his/her designated beneficiary.

### 3. 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.

### 4. Industrial Leave

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

### 5. Bereavement Leave

- a. Full-time and regular part-time employees will be entitled to bereavement leave in following manner:
  - i. Three (3) days for in-state services
  - ii. Five (5) days for out-of-state services
- b. Calculation of bereavement leave shall be based on the number of hours in the employee's regularly scheduled workday
- c. Bereavement leave shall be allowed in the case of death of a relative. There shall be no accrual of bereavement leave and any unused amount shall automatically be forfeit when the employee returns to work.
- d. Relative shall mean any individual related to an employee by blood or marriage within the third degree, including step relationships. Relative shall also mean any individual named in an affidavit of domestic relationship filed with the Human Resources Department by an employee or any minor for whom the employee serves as a guardian or conservator.

- i. 1st degree Relative: spouse or domestic partner, mother, father, daughter, son, full sister, full brother
  - ii. 2nd degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half sister, half brother
  - iii. 3rd degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt/uncle, first cousin, grandniece/nephew
- e. For the purposes of the Bereavement Leave Article, the definition of relative is established through marriage or by affidavit of domestic relationship and shall terminate upon death, divorce or termination of the marriage and/or the domestic partner affidavit filed with the Human Resources Department.

6. Leave without Pay

- a. Leave of absence without pay may be granted to an employee, upon thirty (30) days written request for a period not to exceed sixty (60) calendar days, by the Chief and City Manager. Upon expiration of leave of absence without pay, the employee will return to work in the position held at the time that leave was granted. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation.
- b. While an employee is absent leave accruals will be stopped when on leave without pay for thirty (30) consecutive days.

### **Article 11: Health and Dental Insurance**

1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.
2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.
3. The City will provide a designated medical and dental employee only premium paid at one hundred (100%) percent.

The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by City Council or their designee.

The City agrees to involve a COPPS designee to participate in the Insurance Advisory Committee.

## **Article 12: Life Insurance and Death Benefit**

1. The City will provide life and dismemberment insurance in the amount of two times the employee's annual salary rounded up to the nearest thousand.
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 or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.

### **Article 13: Limited Duty Assignments**

1. The City may provide limited duty assignments for employees 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 employee is fit for full duty or until such time that the employee or the City seeks retirement under the medical clause.

## **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 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). When recalled from leave, the employee will have the leave hours restored that are lost due to said appearance.
  - 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: Any employee who makes an off-duty arrest or takes official police action requiring investigation 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 arrest" will not include an arrest made while privately employed in a law enforcement capacity.

4. **On-Call Court Time:** 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. Should an employee have overlapping timeframes for court stand-by, 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). 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:** 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 Sergeant's 401a Plan as provided under the provisions of the agreement and City regulations provided under Article 3.7.
2. DROP Program:
  - a) Eligible Public Safety Employees covered under the MOU must apply for and be accepted into PSPRS DROP program by the local retirement board.
  - b) Once approved for the DROP, the City will stop deducting the 7.65% employee contribution into PSPRS and will divert the contribution into the employee's 457 account. Additionally, the City will discontinue the employer contribution into PSPRS and instead will divert a matching 7.65% contribution into the 457 account.
  - c) Public Safety Employees covered under the MOU who enter the DROP are required to open and enroll in a City sponsored 457 plan. Public Safety Employees will be given the opportunity to make an irrevocable decision to waive participation in this program. Employees who waive participation will receive the diverted 7.65% contribution as taxable income, but will, however be ineligible to receive the City's matching contribution. Employees who are currently contributing a flat rate contribution to their existing 457 plan will be required to convert the contribution to a percentage contribution or to eliminate the flat rate contribution. Public Safety Employees who elect to participate in this plan will have the diverted DROP contributions deposited into their 457 prior to making any other contributions. Subsequent contributions may not exceed the appropriate statutory limits of the plan.
  - d) Public Safety Employees covered under the MOU who enter the DROP and are within three years of retirement are required to elect the "three year catch-up contribution." Employees who are over the age of 50, but who are not within three years of retirement are required to elect the "over 50 catch-up contribution." The allowable contributions under the catch up provisions of the plan are determined by the Internal Revenue Service on an annual basis.
  - e) Both the employee contribution of 7.65% and the City contribution of 7.65%, along with any other contributions being made to the 457, may not exceed the statutory limits of the plan. Any percentage of contributions that exceed the statutory limits will be automatically made to an ICMA plan opened on the employee's behalf.
  - f) Contributions made to both the 457 and designated ICMA plan are subject to the normal distribution requirements of the plan. The contributions of the plan are contributed tax deferred to the employee, until distribution of the funds occur. Upon distribution the funds are taxable.

- g) Employee and employer contributions will cease once an employee retires from the City and/or reaches the maximum duration under DROP program.
  - h) Eligible Public Safety Employees covered under the MOU who entered into DROP prior to July 1, 2010 will begin making contributions into a 457 plan as of July 1, 2010, unless they waive their participation, and are only eligible for the employee and employer contributions for the remaining time they are actively participating in DROP program.
  - i) In the event of an employee's death the employee and employer contributions diverted under the provisions of this program will cease as of the date of death.
3. The City will provide a "Retired Police Commission Card" and a "Retired Police Sergeant" badge to each officer who retires as defined in 1 above. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee will not be entitled to this benefit.
  4. Upon request, the City will provide the last sworn breast badge to the retiring employee in a reasonable display, such as a shadow box or plaque. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee 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 employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee 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 With the City of Peoria</u>	<u>Cost to Employee</u>
20 or more years	\$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. Information used as the basis for formal disciplinary action (letter of reprimand, demotion, suspension, or termination) shall be based upon the facts and circumstances of the current investigation, the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System. All information considered must be made available to that employee upon request within a reasonable time period. Information not documented in the investigative file or the employee's personnel files shall not be used as the basis of the disciplinary action. Documented information that exceeds the timelines outlined in this article shall not be used.
2. Informal corrective action shall include verbal counseling/coaching and written/documentated counseling and can be administered by any member of the employee chain of command.
  - a. Documented counseling (i.e. maintained within the Department's Performance Tracking System) can be used in lieu of formal discipline for minor infractions of policy and shall not be considered discipline
  - b. Documented counseling may be considered an aggravating factor for future disciplinary actions for one year from the date the counseling was imposed and shall be purged from the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.
3. Formal disciplinary actions shall include letter of reprimand, suspension, demotion and/or termination and can be administered by a member of the chain of command at the rank of commander or above.
4. Discipline which has resulted in a written reprimand may be considered an "aggravating factor" for future discipline for up to three years from the effective date of the discipline. Suspensions may be considered an "aggravating factor" for future discipline for five years, and demotions from a previous rank for seven years.
5. At the conclusion of the timelines, the employee may request HRD, through the Chief of Police, to remove the "Letter of Reprimand" and/or "Final Notice of Discipline" from the employee's HRD personnel file. The employee may request HRD, through the Chief of Police, to reduce these timelines by up to one year.
6. All formal disciplinary actions shall be annotated in the employee's annual performance appraisal which shall be maintained in the Human Resources Department (HRD) personnel files pursuant to HRD policy, City of Peoria Administrative regulations and the laws of the State of Arizona. Information regarding any sustained investigation that results in formal discipline shall contain only the policy and/or PAR violation, findings and the imposed discipline.
7. Formal discipline and informal corrective action shall not be arbitrary or capricious and shall be based on "just cause" as defined in this article.
8. The Department definition of "just cause" as defined in this Agreement applies to Administrative Investigations: (from current Article 16)

- 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.
9. An employee who is required to prepare a memo in an administrative investigation may use a reasonable amount of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged. This policy will not apply to investigations into criminal activity or charges.
10. 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 Employees 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 request a polygraph of an Employee if a serious allegation is made against the Employee. The Employee may decline. Declining the polygraph may not be used as indication of guilt.
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 Employee in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Employee, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Employee's conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Employee and his representative, or attorney, may review the questions prior to administration of the polygraph. Employees may submit to a second polygraph examination from a polygraph examiner within seven (7) days at no expense to the Employee if the initial results are inconclusive. The Employee 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 Employee into a disciplinary proceeding, the Employee will be entitled to introduce the results of the second polygraph examination obtained under this Article.
4. 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 Employee. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained," an Employee 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: Probationary Period**

The City and the Association have an interest in the success of all newly promoted employees as a result:

1. All newly promoted employees shall serve a probationary period of one year from date of promotion. Probationary time shall include all paid time status (except for sick time or unpaid leave time in excess of forty (40) hours).
2. A promoted employee whose performance is unsatisfactory during the probationary period shall be returned to a position in the employee's former classification. The demotion of a probationary employee shall not be arbitrary or capricious nor shall it be subject to the grievance process.
3. Prior to promotion, the City agrees to provide an orientation which will include one (1) hour for the Association to meet the new employee, review the MOU and provide other information about the role and responsibility of the Association.
4. The City agrees that it will provide a formal training program for a newly promoted employee, which must be satisfactorily completed within the first six (6) months after promotion. If circumstances arise which are beyond the control of the City or the employee, the training time may be extended to allow for completion.
5. Off duty work and special assignments are authorized after successful completion of the field training program.
6. Probationary employees will not be eligible for designation as a representative.

### **Article 19: Random Drug Screen**

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

## **Article 20: Grievance Procedure**

The City and Association agree to use the grievance procedures established in this MOU to address grievances for issues contained in this MOU and in the Personnel Administrative Regulations (PAR). Employees will not submit grievances through multiple grievance procedures.

### **1. Informal Resolution**

- a. 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 immediate supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally. 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. 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.

### **2. 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.

### **3. Procedure**

- a. Unit grievances will skip Steps 1, 2, and 3 and will commence at Step 4.
- 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 immediate supervisor 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 fourteen (14) 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.

Note: to allow the COPPS Grievance Committee time to review the grievance and recommend disposition to grievant prior to submission of grievance to Supervisor.

## **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 next level in the chain of command as designated by the Police Chief within seven (7) calendar days of the grievant 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 or Deputy Director in the employee's chain of command 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 Resolution group for review and recommendation within seven (7) calendar days of the receipt of the step four response. The Labor/Management Resolution group will consist of four (4) members. The Association will select two (2) employees from within the City. The employees selected by the Association can not be members of the Peoria Police Department or members of the Association. Management will select two (2) employees from within the City. The employees selected by Management can not be members of the Peoria Police Department or members of the Association. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Resolution Group will meet to review the grievance, unless the date is mutually extended. Within fourteen (14) calendar days of the date of the group meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

## Step 6

- a. 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.
- b. 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.
- c. 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:
  - i. 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.
  - ii. 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.
  - iii. The arbitrator will be bound by applicable State and City law.
  - iv. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
  - v. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

## Step 7

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

- d. 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 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 COPPS 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 COPPS 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 President of the Association will designate three (3) members to participate in the Operations and Communications Committee as established by the City.

## **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 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.
5. Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to:
  - a. Discipline up to and including discharge.
  - b. 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 #2010-05, 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: Demotion/Recall**

1. During times of severe fiscal crisis, it may be necessary for the City to eliminate programs and positions, layoff employees, and/or demote Sergeants. In these instances, Sergeants will be selected for demotion/layoff based on reverse seniority.
2. Sergeants identified for layoff will be offered the opportunity to bump subordinate ranking officers and accept a temporary demotion, at the top officer base wage, in lieu of separation (layoff).
3. Employees electing to exercise this right will have the responsibility to inform Human Resources of the election to bump and document the right to bump within 5 days of receiving notice of intent to layoff.
4. An employee who has been laid off or was demoted due to these circumstances will be reinstated to their previous rank, pay, and seniority before the City may test for vacant Sergeant positions.
5. Employees will be recalled back to Sergeant positions according to their previous Sergeant seniority order.

## **Article 25: 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 (FLSA) 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 FLSA 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 26: Term and Effect**

1. This MOU will remain in full force and effect commencing on January 1, 2011 and terminating on June 30, 2013.
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.
3. The City or Association has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2013.
4. This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hand this 30<sup>th</sup> day of December 2010.

CITY OF PEORIA

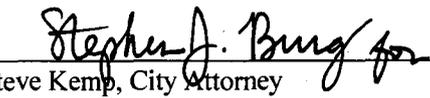
CITY OF PEORIA POLICE SUPERVISORS

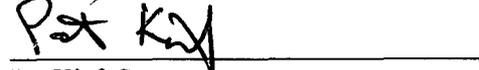
By:

  
Carl Swenson, City Manager

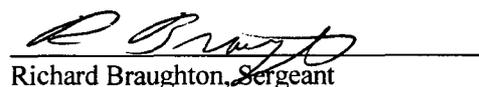
By:

  
Charles Bezio, Sergeant  
Lead Negotiator, COPPS

  
Steve Kemp, City Attorney

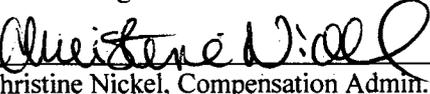
  
Pat Kief, Sergeant  
Representative, COPPS

  
Wynette N. Reed, HR Director  
Lead Negotiator

  
Richard Braughton, Sergeant  
Representative, COPPS

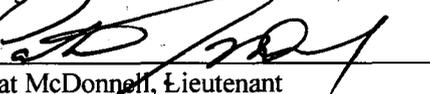
  
Larry J. Ratcliff, Chief of Police  
Co-Lead Negotiator

  
Luis Aponte, Sergeant  
Representative, COPPS

  
Christine Nickel, Compensation Admin.  
Negotiation Team Member

  
Jon Meck, Sergeant  
Representative, COPPS

  
Rocky Smith, Deputy Chief  
Negotiation Team Member

  
Pat McDonnell, Lieutenant  
Negotiation Team Member

ATTEST:

*Wanda Nelson*

Wanda Nelson, City Clerk



**ATTACHMENT "A"  
COPPS Pay Structure**

With a July 1, 2012 Implementation Date

<b>Time As Sergeant</b>	<b>Step Number</b>	<b>Hourly Rate</b>	<b>Percentage Between Steps</b>
Promotion	1	\$37.099089	
6 Months	2	\$37.470080	1%
1 Year	3	\$38.968883	4%
18 Months	4	\$39.748261	2%
24 Months	5	\$40.940709	3%
3 Years	6	\$42.578337	4%
4 Years	7	\$44.281471	4%
5 Years	8	\$45.609915	3%
6+ Years	N/A	Pay for Performance	(1 week salary or equivalent vacation hours)

**For all active Sergeants as of January 1, 2011:**

Upon implementation of the pay plan July 1, 2012, all Sergeants will be moved to the next closest, higher step in the pay plan, with one exception; employees earning \$44.273547 will be moved to step eight (8).

Employees with a rate of pay that exceeds step eight (8) prior to the pay plan implementation have the following options:

1. Move to step 8, with a pay reduction to \$45.609915 hourly. This will entitle employees to be eligible for a Performance Payment, equal to one weeks pay at the hourly rate of \$45.609915 or \$1,824.
2. Remain "y" rated, (\$46.4729426 per hour) at the rate of pay that exceeds the pay grade until such time that the pay range catches up. This option does not allow for the annual Performance Payment, until such time that the pay range catches up. The employee must declare their intent to remain "y" rated no later than June 15, 2012.

After implementation of the pay plan, each employee will then be moved one (1) step, to the next higher rate of pay, not to exceed step eight (8), as long as the employee has satisfactory performance.

Employees that, upon implementation are moved to step eight (8), will be eligible for a Performance Payment, equal to one weeks pay at the hourly rate of \$45.609915 or \$1,824.

**For Employees Promoted After January 1, 2011:**

Newly promoted Sergeants will be placed in the existing pay range at an hourly rate of \$37.099089, which is equivalent to step 1 of the new pay plan.

Eligibility for a step increase will occur as of July 1, 2012 as long as the employee has completed six (6) months of service as a Sergeant and has satisfactory performance. If the employee does not have six (6) months of service as of July 1, 2012 they will be eligible upon six (6) months as a Sergeant.

## **ATTACHMENT "B"**

### **Public Safety Officers**

#### **Bill of Rights**

##### **Preamble**

This document outlines rights extended to law enforcement officers working for the City of Peoria. Any reference to Public Safety Officer, Officer, and/or employee shall also include Police Sergeants and all rights herein shall pertain to Police Sergeants.

##### **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 City of Peoria Police Supervisors (COPPS) 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**

An investigator conducting an Administrative investigation against a Public Safety Officer will not purposely mislead, deceive, or lie to a Public Safety Officer during the course of the investigation or during an interview or interrogation.

## **Section 5**

An investigator conducting an Administrative investigation against a Public Safety Officer will show the Public Safety Officer any documents, videos, or other references supporting any allegation against the Public Safety Officer prior to initiating an interview or interrogation.

## **Section 6**

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 unreasonable denied access to the restroom and the ability to attend to his/her physical necessities.

## **Section 7**

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 8**

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 9**

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 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 10**

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 11**

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.

#### **Section 12**

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 13**

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 14**

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 15**

No Public Safety Officer will have any comment adverse to his/her interest entered in the Employees' Human Resources Personnel File and the Department's Employee Performance Tracking System 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 16**

A Public Safety Officer will be entitled to a complete copy of any adverse comment entered in the official Employees' Human Resources Personnel File and the Department's Employee Performance Tracking System.

#### **Section 17**

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 18**

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 19**

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 20**

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

**Section 21**

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.

## **ATTACHMENT "C"**

### **Drug Screening Process**

#### **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.

#### **Selection Process**

1. 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.
2. Individuals who are subject to drug screening will have their name and serial number placed on a list. The selection will be made through the use of a computerized random system.
3. The screening will be for the drugs or classes of drugs listed in this attachment and Attachment C1.
4. After employees submit to screening, they will be returned to the random pool and will again be subject to controlled substance screening.

#### **Procedures**

##### **1. Screening**

Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit will contact the employee's supervisor. The supervisor 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 supervisor will notify the Professional Standards Unit 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.

- a. 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.
- b. Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.
- c. 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.

- d. Failure to report immediately for screening will subject the employee to disciplinary action.
2. 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 of the prescribing physician. 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
    - a. The employee is not required to provide their home address, home telephone number, date of birth or social security number on any forms at the authorized vendor related to the controlled substance screening process.
    - b. 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, which 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.

### **Handling and Transport**

- 1. 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.
- 2. Laboratory Analysis Procedures: 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, amphetamines and anabolic steroids. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000

Phencyclidine	25
Amphetamines	1000
Anabolic Steroids	19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio.
The reporting limit for nandrolone metabolite is 2 ng/mL	

(\* 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)	

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes (see Attachment C1) that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria – 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. >100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6/1 is reported as positive.

- a. Samples that are screened 'none detected' contain either no drugs or drugs below the cutoff detection level or that drug.
- b. 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 COPPS.
- 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 employee's choosing and tested at their own expense.



21791N - ANABOLIC STEROIDS EXPAND

Req Name: SPORTS I EXPANDED

Urine Tested by GC/MS for the following Analytes:

**Anabolic Androgenic Agents:**

1-Testosterone &/or Metabolite/ 1-Androstendiol/ 1-Androstendione  
Bolasterone Metabolite  
Boldenone/ Boldione/ Quinbolone Metabolite  
Calusterone Metabolite  
Clenbuterol  
Clostebol Metabolite  
Danazol/ Ethisterone &/or Metabolite  
Dehydrochloromethyltestosterone (DHCMT) Metabolite  
Dihydrotestosterone/ Drostandiol &/or Metabolite  
Desoxymethyltestosterone Metabolite  
Drostanolone &/or Metabolite  
Estra-4,9-dien-3,17-dione Metabolite  
Fluoxymesterone Metabolite  
Formebolone Metabolite  
Furazabol Metabolite  
4-Hydroxytestosterone/ Formestane Metabolite  
6a-Methylandrosterone Metabolite  
Mestanolone Metabolite  
Mesterolone &/or Metabolite  
Methandrostenolone (Methandienone, Dianabol) Metabolite  
Methandriol &/or Metabolite  
Methasterone Metabolite  
Methenolone &/or Metabolite  
Methylnortestosterone Metabolite  
Methyltestosterone Metabolite  
Methyl-1-testosterone &/or Metabolite  
Mibolerone &/or Metabolite  
Nandrolone/ 19-Norandrosterone/ 19-Norandrostendiol Metabolite  
Norclostebol Metabolite  
Norethandrolone/ Ethylestrenol Metabolite  
Oxabolone Metabolite  
Oxandrolone &/or Metabolite  
Oxymesterone  
Oxymetholone Metabolite  
Prostanozol Metabolite  
Stanozolol Metabolite,  
Stenbolone &/or Metabolite  
Testolactone Metabolite  
Testosterone/ Androstendione/ Androstendiol/ DHEA (T/E Ratio >6)  
Trenbolone Metabolite

**Masking Agents:**

Probencid  
Epitestosterone (> 200 ng/mL)

**LETTER OF AGREEMENT**

**Pay Increases, Performance Evaluation and Anniversary Date Study**

A joint labor/management committee comprised of members of management and members of the Association will be established to review the current relationship of pay increases, performance evaluations and anniversary dates. Committee work will begin not earlier than July 1, 2011 and be completed before December 31, 2011.

**LETTER OF AGREEMENT**

**Criteria for Pay for Performance**

A joint labor/management committee comprised of members of management and members of the Association will be established to identify the performance objectives for developing a performance pay plan. Committee work will begin not earlier than July 1, 2011 and be completed before December 31, 2011.