

**CITY OF PHOENIX POLICE
AND
TEAMSTERS LOCAL 223
COLLECTIVE BARGAINING AGREEMENT
JANUARY 1, 2014 - DECEMBER 31, 2016**

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PREAMBLE

This Agreement and any attached Appendices is entered into by the City of Phoenix, Police Department, hereinafter referred to as the "City" and Teamsters Local #223 hereinafter referred to as the "Union." Unless indicated otherwise, references to the "City" herein shall include the Mayor, the City Administrator, the City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement.

SCOPE OF AGREEMENT

This agreement shall apply to all regular full-time police employees of the Police Department, excluding supervisory and confidential employees as per ORS, seasonal and temporary employees hired for 1039 hours or less, reserves and the Chief of Police.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit described immediately above.

ARTICLE 2 - UNION SECURITY

2.1 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be determined by the Union in accordance with statutory and constitutional requirements. This section shall be referred to as the "fair share agreement," and the employer shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

2.2 Check-Off. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular monthly dues uniformly required to members of the Union, and shall remit such deduction by the 15th of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

2.4 Contract Negotiations. Members of the Union Bargaining Team who are scheduled to work during the time that contract negotiations are being conducted shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members allowed time off with pay shall not exceed one (1).

ARTICLE 3 - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with responsibilities and the powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that City possesses the sole and exclusive right to operate the City, and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

- a) To determine the mission of its constituent departments, commissions and boards.
- b) To set standards of services.
- c) To direct its employees.
- d) To discipline or discharge for just cause.
- e) To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- f) To maintain the efficiency of governmental operations.
- g) To determine the methods, means and personnel by which government operations are to be conducted, except that the City will not contract any work which is ordinarily done by regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
- h) To determine the content of job classifications.
- i) To take all necessary action to carry out its mission in emergencies; and
- j) To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4 - STRIKE AND LOCKOUT PROHIBITION

4.1 Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work located in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

4.2 Return to Work. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

4.3 Lockout. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Recognized Holidays. The following shall be recognized as holidays:

- New Year's Day
- Presidents' Day (3rd Mon. - Feb.)
- Martin Luther King's Birthday (3rd Mon. - Jan.)
- Memorial Day (last Mon. - May)
- Independence Day (July 4)
- Labor Day (1st. Mon. - Sept.)
- Veteran's Day (Nov. 11)
- Thanksgiving Day (4th Thurs. - Nov.)
- Day After Thanksgiving
- Day before Christmas Day (Dec. 24)
- Christmas Day (Dec. 25)
- Floating Holiday

5.2 Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the holidays listed above. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday. An employee off work on worker's compensation shall not qualify for holiday pay.

5.3 Holiday Work. In addition to the Holiday Pay specified in Section 5.2, an employee shall receive time and one-half (1 1/2) for all hours worked on any of the holidays specified above except the Floating Holiday.

5.4 Utilization. A sworn employee may, if a recognized holiday listed in Section 5.1 is their normally scheduled work day, by mutual agreement with the City at the request of the employee, take the day off. In the event the sworn employee is allowed to take said holiday off, they will not qualify for additional compensation as defined in this Article. Employees working other than an eight-hour shift will be required to use other additional leave time to equal their work shift to be absent for their entire shift.

A non-sworn employee, if a recognized holiday listed in Section 5.1 occurs on a normally scheduled workday, may be required to take the holiday off. If the non-sworn employee is required to take the holiday, it shall be without loss of any accrued time and will not qualify for additional compensation as defined in this article.

Floating holidays not utilized as time off or cashed out before the end of the fiscal year shall automatically be converted to vacation leave and added to the employee's vacation leave bank, unless such conversion would exceed the employee's cap, in which case the resulting overage will automatically be cashed out.

ARTICLE 6 - VACATIONS

6.1 Eligibility. An employee shall be eligible for an annual vacation time with pay on his anniversary date in accordance with the following sections:

- a) Employees with less than four (4) years of continuous service shall accrue six and two-thirds (6.67) hours vacation credit per month. (10 working days maximum.)
- b) Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue ten (10) hours of vacation credit per month. (15 working days maximum.)
- c) Employees with more than nine (9) but less than 15 full years of continuous service shall accrue twelve (12) hours per month. (18 working days maximum.)
- d) Employees with over 15 full years of continuous service shall accrue thirteen and one-third (13.3) hours per month. (20 working days maximum.)

6.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee, except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City, shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as continuous service, provided that the employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Accrual Limitations. Employees may only accrue a maximum of twice their annual accrual rate. An employee who was about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. Such action take by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation time is caused by the City's insistence that the employee be at work during a scheduled vacation period.

6.4 Scheduling. Employees may be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the City's judgement as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his right of seniority only once annually. Employees shall request vacation leave at least 21 days in advance unless mutually agreed to otherwise between the employee and the Chief or his designee.

6.5 Payment on Termination. In the event of a separation of service with the City after an employee has served for six (6) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

6.6 Cash Out. Employees may cash out up to eighty (80) hours vacation accrual one time per fiscal year providing the employee has one-hundred sixty (160) hours or more vacation leave accrued at the time of the request. Requests for cash out must be submitted in writing at least fourteen (14) days in advance.

ARTICLE 7 - HOURS OF WORK

7.1 Workweek. The basic work week shall be Sunday through Saturday and consist of forty (40) hours per week in a seven (7) day period. The regular work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) days off. Days off are defined as the sixty-three (63) hour period between the time the employee's normal scheduled work day ends and the following work day begins for employees working an eight (8) hour day and a similar eighty-six (86) hour period for employees working a ten (10) hour day

The work period for officers working a twelve (12) hour work day shall consist of three (3) consecutive twelve (12) hour days followed by four (4) consecutive days off except that every other week, the officer shall work one eight (8) hour shift contiguous with the twelve (12) hour shifts to obtain eighty (80) hours worked every two (2) weeks.

Sergeants shall be scheduled to work forty (40) hours each work week and may have irregular starting and quitting times each work day. The workday hours of Sergeants may be scheduled and flexed so that the hours worked per day may vary, but, notwithstanding Section 10.5 (a), only those hours in excess of twelve (12) in a work day shall be compensated at the overtime rate. Any hours worked in excess of forty (40) in a work week shall be at the overtime rate as provided in Section 10.5 (c). Sergeants shall be scheduled for at least two consecutive days off each work week.

7.2 Flexible Work Schedule. The Union and City may, by mutual agreement, employ any other regular flexible work schedule. Work schedules may be adopted for the entire City or any department either temporarily or permanently as required

7.3 Work Schedules. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The work day is a twenty-four hour (24) period commencing with the first hour of the employee's work shift. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. Except for emergency situations and only for the duration of the emergency, changes in work schedules shall be posted at least fourteen (14) days prior to the effective date of the change.

7.4 Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift or one-half ($\frac{1}{2}$) hour per shift for employees working an eight (8) or ten (10) hour shift and similar rest periods of twenty (20) minutes for a total of forty (40) minutes for employees working a twelve (12) hour shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

7.5 Meal Periods. Employees other than police officers shall be granted an unpaid meal period of a minimum of thirty (30) and maximum of sixty (60) minutes during each work shift. Police officers shall receive a paid thirty (30) minute meal period with such time being included in their scheduled work day for 5/8's and 4/10's and a minimum forty-five (45) minute meal period for employees working a twelve (12) hour shift. To the extent consistent with the operational requirements of the department, meal periods shall be scheduled whenever possible in the middle of the work shift.

7.6 Trade Days. Non-probationary Police Officers may trade days with another officer subject to the prior approval of the Chief or his designee, and consistent with the requirements of State and Federal Law. The employees will indemnify and hold the City harmless for any overtime pay which would otherwise be applicable. Employees may agree in writing solely at their option and with the prior approval of the Chief or his designee, to substitute for one another during scheduled hours of

work. The City shall have no obligation to keep track of substitutions or to ensure that a substitution is reciprocated.

ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of 960 hours and must be taken for the purposes specified in 8.2 hereof as a condition precedent to any sick leave payment.

8.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over three (3) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement where sick leave abuse is suspected.

An employee may use sick leave time for injury or illness of the employee's immediate family. Immediate family shall be defined as spouse, domestic partner, parent, step-parent, children, step-children, and blood relatives legally residing in the household.

8.3 Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's net pay. Such difference shall be deducted from the employee's sick accrual.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

8.5 Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason.

8.6 Retirement. Fifty percent (50%) of an employees unused sick leave shall be credited toward their retirement in accordance with the provisions of the Public Employee Retirement System.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Any employee granted a leave without pay, shall not accrue or receive any

benefits at the expense of the City during such leave.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service offered by the Court. Upon being excused from jury service for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday.

9.3 Bereavement Leave. An employee may be granted three (3) days bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, domestic partner, parent or guardian, children, step children, grandparents, grandchildren, brother, sister, aunt, uncle, mother-in-law and father-in-law. The employee will be paid his regular hourly rate for any such days of excused absence which occur only during his assigned workweek. An additional two (2) days leave with regular pay may be granted at the discretion of the Chief or his designee.

9.4 Military Leave. Military Leave shall be granted in accordance with applicable State or Federal law.

9.5 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City, and his position shall be declared vacated; except and unless the employee, prior to the expiration of his leave of absence, has furnished evidence that he is unable to work by reason of sickness, physical disability or other legitimate reason beyond his control.

ARTICLE 10 - COMPENSATION

10.1 Pay Schedule. Police Department personnel shall be compensated with the pay schedule attached to this Agreement and marked "Appendix A," which is hereby incorporated into and made a part of this Agreement.

10.2 New Positions. When any Police Department position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. Such negotiations shall not preclude the City from filling the position.

10.3 Schedule Movement. Movement on the pay schedule shall be annually on the employee's anniversary date based on satisfactory performance. Employees who begin work or who are promoted to a higher classification prior to the fifteenth (15) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15) day of the month shall have an anniversary date of the first of the following month.

10.4 Call Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of three (3) hours at one and one-half (1 ½) time for the work for which they are called back. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not

apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day. This section will also apply for required appearances for court or quasi-judicial hearings as a result of the performance of the employees' official duties.

10.5 Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of one and one-half (1 ½) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All assigned work in excess of eight (8) hours worked any scheduled workday, except when working on a ten (10) hour shift or a twelve (12) hour schedule. When working on a ten (10) or twelve (12) hour shift, all assigned work in excess of the ten (10) or twelve (12) hours will be at the rate of one and one-half (1½) times the regular rate. Sergeants will be paid at the overtime rate only for hours worked in excess of twelve (12)-hour work shift.
- (b) Sworn employees shall be paid overtime for any hours worked in excess of eighty (80) hours in a fourteen (14)-day period.
- (c) All assigned work in excess of 40 hours worked in any work week.
- (d) The employee's hourly rate shall be determined by dividing the monthly salary by one hundred sixty-eight (168).
- (e) Overtime shall be computed to the nearest one-fourth (1/4) hour in accordance with State Law.

10.6 Form of Compensation. Compensation for authorized overtime, call-in, and holiday work shall be paid on the next regular payday. Overtime may be compensated for by the accumulation of Compensatory Time at the rate of one and one-half (1 1/2) times the hours worked to a maximum of eighty (80) hours. Compensatory Time off may be used at a time mutually agreed to by the employee and the City.

10.7 Mileage. An employee required to report for special duty or assignment at any other location other than his permanent reporting location and who is required to use his personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for use of such automobile directly in the line of duty. The City will provide appropriate lodging for an employee when required and provide a meal allowance as per City Resolution No. 536.

10.8 Stand-by. Whenever an employee is required to be on stand-by, the employee shall receive one (1) hour of compensation for every eight (8) hours of such requirement.

10.9 Acting in Capacity. In the event an employee other than the sergeant is designated by the City as Acting in Capacity of a higher job classification he/she shall receive a five percent (5%) adjustment to the base pay after the completion of one full day in that capacity. The employee thereafter shall receive the adjustment for each full shift of such duty and shall be computed and applied on an hourly basis.

10.10 Dog Handler Speciality Pay. The dog handler shall receive five percent (5%) upon his base wages during assignment.

10.11 Field Training Officer Pay. Police Officer's assigned as a Field Training Officer shall receive five percent (5%) on his base wages while training a new sworn employee.

10.12 Pay Periods. Employees shall be paid on the 15th day and the last day of each month. If either of these days falls on a weekend or recognized holiday listed in Section 5.1, the employee shall be paid on the first workday prior to the weekend or holiday. The pay period for the paycheck paid on the 15th of each month runs from the 26th day of the previous month to the 10th day of the current month. The pay period for the paycheck paid on the last day of the month shall run from the 11th day of that month through the 25th day of that month.

10.13 Medical Savings Account. Effective July 1, 2006, the City shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee of the bargaining unit. Beginning July 1, 2010, the City shall contribute \$100.00 per month per employee to the account.

10.14 Longevity Pay. Employees shall receive an additional \$10.00 per month longevity pay beginning the sixth year of continuous employment with the City and an additional \$10.00 per month for each year thereafter. For example, an employee starting their sixth year of service would receive an additional \$10 per month, while an employee starting their fifteenth year of service would receive an additional \$100 per month.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings, counselings or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file. If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

11.2 Due Process. In the event the City believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- (a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
- (b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- (c) The employee will be given the opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- (d) At their request, the employee will be entitled to Union representation at the informal hearing. (The parties agreed and understood that employees would also be entitled to Union representation at investigatory meetings prior to the due process hearing in accordance with standards established by the Oregon Employment Relations Board.)

11.3 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- (c) A reasonable investigation must be conducted;
- (d) It must be determined that the employee is guilty of the alleged misconduct or act;
- (e) The discipline must be appropriate based on the severity of the misconduct or actual or likely impact the misconduct has or would have on the City's operation;
- (f) The employee's past employment record shall be considered, if appropriate based on the severity of the act.

ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The effected employee shall take up the grievance or dispute with the Chief of Police within 15 calendar days of its occurrence. Such employee may be accompanied by the Steward, if he so desires. The Chief shall attempt to adjust the matter within 15 calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Chief, it will be presented in writing by the Union to the City Council or their designated representative within 15 calendar days after the response specified in Step 1 is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The City shall respond to the Union representative in writing within 15 calendar days after receipt thereof.

Step 3. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Council or their designee(s) have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names from Oregon. Both the City and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for

the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

12.2 Time Limits. If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, the Union/employee shall be allowed to move the grievance to the next step.

12.3 Stewards. An employee selected by the Union to act as Union representative shall be known as "steward" and shall not exceed two (2) in number. The name of the employee selected as steward and the names of local Union representatives, state council or international representatives who may represent employees shall be certified in writing to the City by the Union. Duties required by the Union of the steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with his or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be an employee's length of continuous service in his job classification and his continuous service from his last date of hire within the bargaining unit and shall apply by job classification in the matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise his bargaining unit seniority within the same job category (sworn and non-sworn) to bump into a lower classification. However, an employee in a higher classification may only exercise his bumping rights into the Detective classification based upon seniority earned as a detective. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to, but not greater than, their current salary. Recall from a layoff shall be in the reverse order of seniority. Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within fifteen (15) days after being recalled; (5) is laid off from work for any reason for 36 months, or for a period of time equal to his seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he is retired.

13.2 Probationary Period for Police Department personnel. Every new sworn employee hired into the bargaining unit shall serve a probationary period, which may be extended up to an additional six (6) months at the discretion of the City, after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 12.

a) Non-sworn employee shall serve a probationary period of twelve (12) months after which he/she shall be considered a regular employee and granted seniority to the date of hire.

b) Sworn employees who are lateral transfers and hold a current basic Police Certification shall serve a probationary period of twelve (12) months after which he/she shall be considered a regular employee and granted seniority to the date of hire.

c) Sworn employees who must attend the Oregon DPSST Basic Police Academy prior to being certified as a police officer in the State of Oregon shall serve a probationary period of twelve (12) months, starting on the first calendar day after graduating from the Basic Police Academy, after which he/she shall be considered a regular employee and granted seniority to the date of hire.

13.3 Promotional Probationary Period. Regular employees promoted into a higher classification in their department shall serve a promotional probationary period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his previous position. The employee may also voluntarily demote to their former position during this probationary period. Such demotion shall not be subject to the grievance procedure and is not disciplinary in nature.

13.4 Promotional Opportunities. It is the intent of this Agreement that promotional opportunities shall be extended to employees in their department in the bargaining unit, provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for five (5) working days before a job is advertised. The City shall give preference to present employees who are qualified and apply for such job opening. The City shall be the judge of an employee's qualification and ability. In the event two (2) or more applicants for a job opening are equally qualified, seniority shall govern. This section does not apply to any positions outside the bargaining unit.

13.5 Layoff Procedure. The City shall provide a minimum of three (3) months notice to any employee whom the City intends to lay off. Notice to an employee of recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his last known address furnished to the City by the employee. The employee shall have fifteen (15) days to return to work from the date of the receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority. Recall rights shall expire three (3) years after the date of layoff.

ARTICLE 14 - GENERAL PROVISIONS

14.1 No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, religion, age, marital status, or national origin, or mental or physical disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

Should a dispute arise regarding this section, the Union and the employee will elect whether or not the arbitration procedure contained herein will be used to provide a remedy. Should arbitration be selected and the employee later seek remedy through some other administrative format, the employee shall reimburse the City for any and all expenses incurred during the arbitration process.

14.2 Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

- a) Recreational and social affairs of the Union.
- b) Union meetings.
- c) Union elections.
- d) Reports of Union committees.
- e) Rulings or policies of the International Union.

14.3 Visits by Union Representatives. The City agrees that accredited representatives of Teamsters Local 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement provided they do not interfere with work in progress.

14.4 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

14.5 Existing conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of fourteen (14) consecutive days prior to implementation unless required by law or administrative ruling.

14.6 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

14.7 Other Employment. Outside employment shall be permitted only with the express prior written approval of the City.

14.8 Uniforms, Protective Clothing and Devices. When the City requires City employees to wear uniforms, or when protective clothing or any type of protective device is required, such article shall be provided, maintained and cleaned by the City. Present practice of furnishing rain gear and boots shall be continued. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City, shall be cause for disciplinary action as set forth in Article 11 hereof. The Union and the City shall share equally in the responsibility for applying the provisions of this section. This section shall not apply to firearms and leather.

14.9 Medical Examination. The City at its expense, may require a medical and/or psychological examination to determine an employee's continuing ability to satisfactorily perform their job. The City shall base its request for an employee medical examination upon a reasonable doubt as to the employee's ability to perform his duties.

14.10 Personnel Manual. The City agrees to furnish each employee with a copy, which may be in electronic format, of the City's Personnel Manual. If there exists a conflict between the provisions of the manual and this contract, the provisions of the labor contract shall prevail.

14.11 Residency Requirement. An employee hired after July 1, 2003 must reside within twelve (12) miles of the City of Phoenix.

14.12 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. So long as the employee has made use of all available reimbursement programs which may be provided by State, Federal government or other agencies, the City will reimburse the employee for the full cost of tuition and books for job-related courses taken at the request of the City.

14.13 Work Equipment Reimbursement. The City shall reimburse employees for personal property stolen, damaged or destroyed at usual and customary amounts when in the City's judgement such loss is the direct result of the employee's performance of his official duties. However, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage or destruction. The final decision as to whether to reimburse the employee will rest with the City at the Department head level. Only those items which have a direct use application in the employee's performance for assigned job duties will be considered for reimbursement.

ARTICLE 15 - HEALTH AND WELFARE

15.1 Health Insurance. Employees shall be covered by the Oregon Teamsters and Employers Trust medical plan GW, dental plan D-5 and vision V-4. The City shall contribute ninety-five percent (95%) of the monthly premium and the employee shall contribute five percent (5%). Employee portions shall be deducted from the employee's paycheck pre-tax, effective as of the date of such increases.

Effective January 1, 2015, the City shall contribute 95% of the premium, and the employee 5%, up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

Effective January 1, 2016, the City shall contribute 95% of the premium, and the employee 5%, up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

15.2 Eligibility. An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation and compensatory time) does not constitute hours worked or compensated hours. A cash out is when an employee

receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

15.3 Life Insurance. During the term of this Agreement, the City will provide for the purchase of a term life insurance benefit policy and an accidental death and dismemberment benefit policy equal to one (1) year of the employee's salary.

ARTICLE 16 - WORKER'S COMPENSATION

All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

ARTICLE 17 - LIABILITY INSURANCE

The City shall purchase liability insurance for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The amount shall be \$50,000.00 property damage, on occurrence, and \$100,000.00/\$300,000.00 for personal injury, one occurrence. The premiums for such insurance shall be paid by the City.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The city has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19 - PERSONNEL FILES

19.1 Employee Access. Each employee may at a mutually agreeable time have access to his/her personnel file exclusive of materials received by the City prior to his/her date of employment. The City will have the City Recorder present when the employee reviews the file. The employee may request the City to reproduce anything in the personnel file at the employee's expense.

19.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees may place a written response to these documents and such response shall be attached thereto.

19.3 Removal of Discipline. Documentation of discipline shall be removed from the employee's personnel file upon written request by the employee providing no subsequent disciplinary actions of like nature have taken place according to the following schedule:

- a) Written reprimand - twenty-four (24) months
- b) Suspension of 3 days or less - forty-eight (48) months
- c) Suspensions of 4 days or more - sixty (60) months

Disciplinary documents removed from an employee's personnel file may be maintained in a separate file only for the purpose of compliance with State archive laws.

ARTICLE 20 - RETIREMENT

20.1 Public Employees Retirement System. The City agrees to continue its participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) according to the rules and regulations of PERS.

20.2 Employee Contribution. The City will assume and continue to pay the six percent (6%) employee contribution to the Individual Account Program (IAP) for the employees participating in PERS and ORSRP according to the rules and regulations of PERS.

ARTICLE 21 - DEFERRED COMPENSATION PLAN

Employees shall be allowed to participate through payroll deductions in the ICMA sponsored deferred compensation program. The City's obligation shall be limited to honoring authorized payroll deductions and remitting a single monthly check to the carrier. The Union agrees to indemnify and hold the City harmless against any and all claims, orders and judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 22 - ALCOHOL/DRUGS AND SECURITY SEARCHES

22.1 City Policy. Alcohol and Drug and the Security Search Policies In the current City personnel rules shall be incorporated by reference herein. The polices shall not be unilaterally changed without notice and impact bargaining.

22.2 Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given or search conducted. However, this provision shall not unreasonably delay testing or conducting a search. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures for drugs or alcohol are

negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.

3. Any employee who tests positive for drugs or alcohol shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of City policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

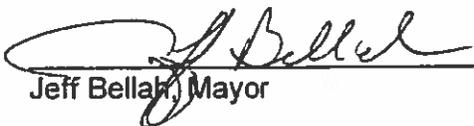
ARTICLE 23 - TERMINATION AND REOPENING

This Agreement shall become effective on the date of execution and remain in full force and effect until December 31, 2016 and shall terminate all prior agreements and practices. Retroactive provisions shall be set forth in a separate memorandum of understanding. Any provisions not specifically mentioned shall not be retroactive.

EXECUTION OF AGREEMENT

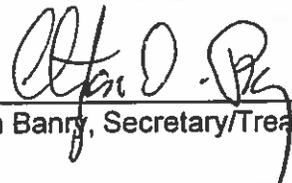
This Agreement is hereby executed on this the 17 day of DECEMBER 2013 by:

CITY OF PHOENIX:



Jeff Bellah, Mayor

TEAMSTERS LOCAL 223:



Clayton Banry, Secretary/Treasurer

APPENDIX A
Effective January 1, 2014 (reflects a 2% cost-of-living increase)

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Sergeant	3706	3891	4086	4290	4504	4729
Detective	3523	3699	3884	4078	4282	4496
Police Officer	3352	3520	3696	3881	4075	4279
Code Enforcement Officer	2965	3113	3269	3432	3604	3784
Police Clerk	2674	2808	2948	3095	3250	3412
Community Service Officer	2643	2775	2914	3060	3213	3374
Administrative Assistant	2590	2719	2855	2998	3148	3305

Effective January 1, 2015, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Effective January 1, 2016, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Certification / Incentive Pay:

Reserve Officer Coordinator	5 %	
Drug Recognition Expert	3 %	
Truck Inspector	3%	
Firearms Instructor	3 %	
Defensive Tactics Instructor	3 %	
Evidence Technician	10 %	
Child Abuse Investigator	5%	
DPSST Intermediate Certificate:	1½ %	Increased to 2% effective January 1, 2016
DPSST Advanced Certificate:	1½ %	Increased to 2% effective January 1, 2016
Associate's Degree or equivalent college credits	1½ %	Increased to 2% effective January 1, 2016
Bachelor's Degree or equivalent college credits	1½ %	Increased to 2% effective January 1, 2016
Total maximum benefit	10 %	

City will pay the cost for required and work-related certifications. In order to continue to receive incentive pay, officers are required to stay updated by attending current training courses and stay active in the criteria in which they are receiving incentives.