

AGREEMENT BETWEEN

CITY OF TUCSON

AND

TUCSON POLICE OFFICERS ASSOCIATION (TPOA)

JULY 1, 2021 THROUGH JUNE 30, 2026

CITY OF TUCSON CONTRACT No. _____

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TUCSON POLICE OFFICERS ASSOCIATION

ARTICLE 1 SCOPE

1. This Agreement recognizes the TPOA as the single labor organization to represent the employees who hold the rank of sergeant, detective, officer, or community service officer. The TPOA and the City of Tucson agree to meet and confer in good faith.
2. This Agreement is reached pursuant to the meet and confer process established by Tucson Code Chapter 14 and constitutes a statement of agreed upon goals and intentions to be implemented through the City's standard legislative and administrative procedures. This Agreement cannot contradict, supersede, conflict with, or modify the Tucson Charter, the Tucson Code, or the Civil Service Commission Rules and Regulations.
3. Within 90 days of the final ratification of this Agreement, the City shall amend all appropriate City Administrative Directives/City Policies to implement the provisions specified herein.
4. Nothing herein shall in any way be interpreted or construed to establish any contract or property right to continued employment for a probationary employee nor to establish any right that would conflict with the Tucson Charter, Tucson Code, and Civil Service Commission Rules and Regulations regarding probationary employees. Probationary employees remain employees at will who may be terminated from the probationary position with or without cause or reason during the probationary period. Nothing herein shall provide any contract right, property right, or grievance right regarding any performance evaluation, training, work schedule, job assignment, or other term or condition of work that Management determines, in its sole discretion, is necessary to evaluate the probationary employee.
5. During the term of this Agreement any new non-management commissioned classification established by the Human Resources Director with the approval of the City Manager shall be eligible for representation by the TPOA.
6. The following definitions and terms apply throughout this Agreement:
 - A. "The City" or "employer" – the City of Tucson.
 - B. "The Department" – the Tucson Police Department.
 - C. "The TPOA" – the Tucson Police Officers Association.
 - D. "Employee" – Sergeant, Detective, Officer, Community Service Officer, or Marshal.
 - E. "Member" – a Department employee who is a member of the TPOA.
 - F. "Days" – calendar days.
 - G. "Chief of Police" or "Chief" – the Chief of Police or the Chief's designee.
 - H. "City Manager" or "Manager" – the City Manager or the Manager's designee.
 - I. "Good Faith" – a genuine and sincere desire to reach a mutual agreement, evidenced by a serious attempt to resolve differences and reach a common ground, without a predetermined resolve not to deviate from an initial position or dictate unilateral terms. Nothing herein shall impose on either party a duty to agree.
 - J. "Probationary" – refers to original employment probation.

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ARTICLE 2 RECOGNITION

1. The City recognizes the TPOA as the sole and exclusive representative on behalf of all employees covered by this Agreement, and the TPOA shall have the sole and exclusive rights of representation provided for in this Agreement. The TPOA agrees that recognition is subject to challenge as provided for in Tucson Code Chapter 14.

Unless otherwise provided in this Agreement, all negotiations or discussions shall be conducted between the City Manager (or designee) and President of the TPOA (or a membership designee).

Consistent with Tucson Code Chapter 14, all employees covered by this Agreement shall be represented by the TPOA with respect to the terms and conditions of this Agreement. No employee shall be required to be represented by the TPOA.

2. Nothing contained in this Agreement shall be construed so as to interfere with the right of an individual, whether a member of the TPOA or not, to represent their own salary request as provided in Tucson Charter Chapter VII. 2.
3. The TPOA shall not enter into any coalition negotiations, either on a formal or informal basis, with any organization which negotiates with the City pursuant to Tucson Code Chapter 14. Off-duty activity by TPOA members will not be in conflict with their duties and responsibilities as police officers and the duty to uphold and enforce the law. Any violation may subject the member to discipline, up to and including termination.
4. No TPOA activity or TPOA business will be carried on during working hours or on City premises which is not permitted under Tucson Code Chapter 14 or otherwise permitted in this Agreement.
5. The community benefits from harmonious and cooperative relationships between the City and its employees. The City and the TPOA have negotiated full-time release position(s), and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release position(s) in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City; serving on Department task forces and committees; facilitating effective communication between City and Department management and employees; assisting unit members in understanding and following work rules; and administering the provisions of this Agreement.

Employees who are TPOA representatives shall not receive any City compensation other than reasonable expense allowances or reimbursements for performing their duties as authorized by Tucson Code Chapter 14 or pursuant to the terms and conditions of this Agreement.

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6. The conduct of activities by the TPOA shall be in accord with the provisions of the Tucson Charter.

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ARTICLE 3 RIGHTS OF REPRESENTATION

1. Consistent with Tucson Code Chapter 14, the TPOA has the exclusive right to represent employees in any negotiation under this Agreement following established procedures set by the City Charter, Code, and the Civil Service Commission Rules and Regulations. The TPOA's right of representation shall not require any employee to be represented by the TPOA concerning these matters.
2. The TPOA acknowledges that representation of employees covered by this Agreement on wages and salaries shall be conducted in accord with the provisions of Tucson Charter, Chapter VII. However, if the Mayor and Council designate and delegate to the City Manager the authority to negotiate wage and salary disputes on behalf of the Mayor and Council, the TPOA will recognize the City Manager or designee as the sole representative of the City for discussion of wage and salary disputes.

The TPOA further agrees that subsequent to the initiation of formal negotiations, the TPOA shall meet and confer only with the City Manager and with no other City body, agency, or individual, including the Mayor and Council, until such time as the parties mutually agree that a total impasse has been reached or the final Agreement is forwarded to Mayor and Council for consideration.

The City agrees that subsequent to the initiation of the meet and confer process, there shall be no communication by the City or its representatives in an attempt to unduly influence employees to settle on an Agreement, until such time as the parties mutually agree that a total impasse has been reached or the final Agreement is forwarded to Mayor and Council for consideration.

The TPOA and the City Manager further agree to meet and confer in good faith on all matters relating to wages, benefits, working conditions, and hours of work in a manner consistent with Tucson Code Chapter 14.

3. Employees have the right to join and remain members of the TPOA and to be free from any form of harassment, intimidation, coercion, threats of force, or reprisal by the City, and all City management personnel with respect to the exercise of any rights under Tucson Code Chapter 14 and this Agreement.

It is understood and agreed that employees have the equal right to refrain from any or all TPOA activities and to stay out of or resign from TPOA membership free from any form of harassment, intimidation, coercion, threats of force, or reprisal by the TPOA.

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ARTICLE 4 MANAGEMENT RIGHTS

Pursuant to Tucson Code Section 14-15, the rights of the City, through its management officials, includes, but shall not be limited to the following:

1. to determine the purpose of each of its departments,
2. to exercise control and discretion over the organization and efficiency of operations of the city,
3. to set standards for services to be provided to the public,
4. to direct the employees of the City, including the right to assign work and overtime,
5. to hire, compensate, examine, classify, promote, train, transfer, assign and schedule City employees,
6. to suspend, demote, discharge, or take other disciplinary action against employees for cause,
7. to increase, reduce change, modify, or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds, or a material change in the duties or organization of a department,
8. to increase, reduce change, modify, or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds or a material change in the duties or organization of services to be made or purchased,
9. to establish, modify, combine, or abolish job classifications,
10. to change or eliminate existing methods, equipment, or facilities.

City's management rights are not subjugated or diminished in any way by the Meet and Confer process. Retained management rights are not subject to the grievance procedure contained in this Agreement, nor are they subject to any other appeal or complaint process.

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ARTICLE 5 TPOA RIGHTS

1. City will provide a designated space in an area accessible to employees for a TPOA bulletin board in all police facilities and on the Department's intranet bulletin board. The boards shall be used only for the following TPOA business:
 - A. TPOA recreational, social, labor relations, and related news bulletins,
 - B. notices of scheduled TPOA meetings,
 - C. information relating to TPOA elections,
 - D. official reports of TPOA committees or the Executive Board.

Prior to posting, all materials shall be initialed by the Chief of Police or designee. All approved postings must be memorialized in an indexed database that contains the date of posting, an electronic copy of the posting, and notation of the Department authorizing official. This database shall be maintained by the TPOA and saved on the Department shared drive. Violations of this Section, as determined by the Chief of Police, shall entitle the City to suspend the right to post.

2. Use of City or Department interoffice mail or e-mail systems by the TPOA will be strictly restricted to communication between TPOA representatives and City or Department employees on matters directly related to this Agreement, including official grievance matters. Exceptions must be approved in advance by the Chief of Police or designee.
3. With prior approval of the Chief of Police, the President of the TPOA or designee(s) shall be permitted union leave to represent the TPOA at scheduled public hearings of the Mayor and Council or Civil Service Commission in matters directly related to this Agreement. The President of the TPOA or designee(s) shall be allowed union leave to attend hearings and meetings of committees to which they are appointed by the City Manager or Chief of Police and other duties as determined by the Chief of Police.

Subject to the approval of the Chief of Police, based on Department staffing needs, members of the Meet and Confer Committee shall also be allowed union leave to attend meetings of the committee. A maximum of five representatives from City management and five representatives from the TPOA shall attend the committee meetings.

4. TPOA shall be permitted up to 3,000 hours of Association leave each fiscal year for use by TPOA members to conduct organization business. The TPOA agrees to reimburse the City for the pay and cash benefits of employee(s) for all leave days utilized by employee(s) on behalf of the TPOA in excess of 3,000 hours or where the number of hours is less than 250 but exceeds the leave bank.

The City will deduct up to two hours of vacation leave time from all TPOA members annually, crediting the time to an "Association Leave Bank." Each new member shall provide written authorization for the deduction. This deduction will occur once

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annually and the member's vacation balance will be charged when the collection is processed.

The TPOA will submit a request for use of Association Day(s) to the Department's Human Resources Commander or Superintendent who will oversee the necessary accounting of the Association Leave Bank. The maximum accrual of Association hours at any time shall not be greater than 3,000 hours. The annual vacation leave deduction will be adjusted accordingly if the normal two-hour draw would cause the leave bank to exceed 3,000 hours.

5. The City will designate the President of TPOA (or designee) and the Chair of the Grievance Committee as full release employees whose sole responsibilities will be to fulfill the duties of their positions in relation to this Agreement. The employees selected shall not be in any probationary status. These employees may also be assigned other duties at the discretion of the Chief of Police as part of their regular duties. Such assignment shall not exclude these employees from non-TPOA law enforcement duties which require overtime or holiday work. The President and Chair of the Grievance Committee shall be placed in appropriate assignments when they have completed their term as TPOA President or Grievance Committee Chair. Any dispute regarding this section shall be resolved by the City Manager.
6. The TPOA shall be permitted twenty-five (25) grievance representatives, not including the Chair of the TPOA Grievance Committee, that will be allowed union leave to attend scheduled annual training and to investigate and process grievances. Investigating and processing grievances will not be considered TPOA hours subject to reimbursement provided operation of the Department will not be unduly disrupted.

The Chair of the TPOA Grievance Committee will be the primary contact with the Department administrative staff and will coordinate the activity of the TPOA grievance representatives. The TPOA will provide the Chief of Police a list of all TPOA grievance representatives and will keep the list current. Failure to provide and keep the list of grievance representative members current will result in the suspension of all provisions of this Section of this Article until a current list is provided.

7. City paid Union leave under this Agreement shall be reported by the member using an electronic reporting system. Union leave shall be documented showing how the time is going to be spent. Union leave shall be compensated only at the member's regular rate of pay and shall not include overtime or additional compensation. Union leave shall be subject to prior approval of the Chief based upon maintaining effective operation of the Department. Permission for its use shall not be unreasonably denied. Any dispute regarding this section shall be resolved by the City Manager.
8. The City agrees to deduct TPOA membership dues from the salaries of all City employees who are TPOA members and to remit such dues biweekly to the TPOA less \$.02 per member per pay period for processing the deduction. Such deduction shall be made upon written authorization of each employee. The authorization shall remain in effect unless notice of its termination is given in writing as prescribed on

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the authorization card maintained by the Payroll Division of the City. The City shall not make dues deductions for any other public safety organization representing employees covered by this Agreement during its term. If an improper deduction is made, the TPOA shall refund any such amount directly to the employee.

9. TPOA shall be provided an opportunity for input on interpretation, implementation or application of Department Rules, Regulations, Directives, Policies and Procedures.
 - A. Management decisions regarding changes or interpretation(s) of Department Rules, Regulations, Directives, Policies and Procedures that affect employees represented by TPOA will be communicated to the current TPOA President at least three (3) business days prior to publication or implementation of the proposed decision/change, or as soon as reasonably possible.
 - B. Following such notification, the Chief will make reasonable efforts to meet with TPOA to discuss any concerns related to the proposed decision/change and to suggest modifications or accommodations.
 - C. The Chief may consider information provided by TPOA regarding proposed changes to Department Rules, Regulations, Directives, Policies and Procedures when making a decision. When possible, that decision will be communicated either formally or informally prior to the publication and/or implementation of the proposed action(s).

Nothing in this Article shall be construed as waiving TPOA's right to meet and confer or otherwise enforce its rights under this Agreement.

10. The TPOA shall be permitted to present information concerning this Agreement and the organization to eligible new employees. This information may be presented during a regular class session prior to assignment to field training at a time when non-TPD trainees are not present. The date shall be scheduled with the academy staff who will monitor the presentation. The class period will be no less than one (1) hour. Any new employee may leave prior to or during the presentation if they desire.
11. When a TPOA member is involved in a critical incident such as an interview related to an on duty criminal matter, officer involved shooting, serious accident, or sustains a serious injury, the TPOA President or designee shall be notified.
12. The TPOA shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs incurred by the City as a result of or by reason of action taken or not taken by the City in compliance with the provisions of this Agreement.

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ARTICLE 6 CONFERENCE BOARD MEETINGS

1. Department Conference Board meetings shall be held upon request of either the TPOA or the City. The purpose of these meetings shall be to resolve any dispute or difference in interpretation of this Agreement and discussion of any other topics mutually agreeable to the parties. A maximum of six representatives from Police Department management and six representatives from the TPOA shall attend these meetings. Upon request of either the TPOA or the Chief of Police, the City Manager will be asked to participate. It shall be the function of the City Manager to resolve any dispute or difference in interpretation of this Agreement. Arrangements for the meeting shall be mutually agreed upon by all parties. Both the TPOA and the Department shall notify each other in writing of the subjects they wish to discuss two weeks in advance of the meeting.

2. Though the Department is not obligated to provide detailed explanations of every decision made in accordance with this Agreement, TPOA may consult or confer with the Department concerning the practical consequences of decisions made pursuant to Article 4. The parties agree to negotiate in good faith all disputes arising from this Agreement.

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ARTICLE 7 WORK INTERRUPTION

1. TPOA agrees it will not participate in the instigation, organization, leadership, or execution of any strike, work stoppage, slow-down, or other form of work interruption, and further agrees to assist, fulfill, and provide the continuing orderly execution of all police services. Any violation of this Article shall be a material breach of this Agreement, which may then be immediately terminated by the City upon written notice to the TPOA.

2. TPOA and City agree that only the duties related to the mission of the Department shall be performed by TPOA members. In the event of a strike or job action by other City employees, City shall not require TPOA members to perform non-police duties.

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ARTICLE 8 NON-DISCRIMINATION

Pursuant to Tucson City Code Chapter 17 as well as federal and state law, neither the City nor the TPOA will discriminate against an employee, or applicant for employment or TPOA membership based on race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status. For the purposes of this article, TPOA shall bear responsibility for defending itself against alleged violations on the part of TPOA. Nothing herein creates a presumption requiring TPOA to defend or indemnify the City or the Department.

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ARTICLE 9 EMPLOYEE RIGHTS

1. Allegations of misconduct against employees, including complaints of a non-criminal nature, must be investigated to preserve the integrity of the police profession and the confidence of the public in the Department.

Any investigation or review involving an employee shall be conducted only on the direction of the Chief of Police, his or her designee, or the City Manager.

Investigations of misconduct shall be carried out in an expeditious, ethical, legal, and professional manner.

2. It is the policy of the City and the Department to fully and completely investigate all complaints about Department employees. It is understood, however, that criminals facing prosecution sometimes file false complaints as part of their defense to criminal charges. For this reason, a person who initiates a complaint against a police officer shall be provided with a written notice advising:

“In accordance with Arizona law, in all instances where a knowing false report is made to the agency, it is the policy of the Tucson Police Department to pursue criminal prosecution. In addition to any criminal penalties provided, the police officer involved may file a civil lawsuit for damage attributed to such false report.”

The Department representative accepting the complaint shall note the date and time the complainant was advised of the notice.

3. This agreement preempts any conflicting provision in A.R.S. §38-1101 et.seq.

4. **CRIMINAL INVESTIGATIONS**

- A. An employee who is a subject of a criminal investigation shall be informed of the criminal nature of the investigation at the time of any interview and advised of and afforded their constitutional rights before questioning begins.

- B. An employee may contact a TPOA representative for the purpose of arranging legal counsel. When practical, the Department will notify TPOA prior to the interview. TPOA representatives can be called as witnesses in the criminal investigation. The TPOA representative may accompany the employee until counsel arrives.

- C. If, based on the facts known at the time of the interview, and subject to the limits contained in Section 4(A)(1) and (2), the Department reasonably believes that a witness officer may have committed an administrative violation, the Department will provide the witness officer with written or verbal notice as detailed in Section (5)(E) of this article.

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- D. Subject to the limits contained section 4(A)(1) and (2), when an employee reasonably believes that their statements may result in dismissal, demotion, or suspension, they may consult with TPOA representation prior to answering questions provided the consultation does not result in unreasonable delay.
- E. An employee will be informed regarding the outcome of a criminal investigation, whether determined by the Department or the prosecutorial entity, as soon as practical.

5. ADMINISTRATIVE INVESTIGATIONS

- A. An “Administrative Investigation” as used in this Agreement involves non-criminal allegations of misconduct by an employee that the Department reasonably believes may result in dismissal, demotion or suspension but does not include questions or required reporting that:
 - 1. Occurs in the normal course of duty, counseling, or instruction or in connection with an informal verbal admonishment by or other routine or unplanned contact with a supervisor or any other law enforcement officer; or
 - 2. Involves preliminary questioning to determine the scope of the allegations or if an investigation is necessary.
- B. Subject to the limits contained in (A)(1) and (2) of this section, when an employee reasonably believes that their statements may result in dismissal, demotion, or suspension, they may consult with TPOA representation prior to answering questions provided the consultation does not result in unreasonable delay.
- C. For purposes of this Section, an Administrative Investigation:
 - 1. Begins on the date the Department received a complaint or is otherwise given actual notice of alleged misconduct that may form the basis for an Administrative Investigation.
 - 2. Includes a chain-of-command review.
 - 3. Ends on the date the Department:
 - a. provides the employee with a Notice of Intent to Discipline, Attachment A, and the OPS investigative file,
 - b. issues a written reprimand,
 - c. notifies the employee in writing an Administrative Investigation has been closed.

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- D. The Department will complete all Administrative Investigations within 180 days. If the Department is unable to complete an Administrative Investigation within 180 days, the Department may request a one-time extension of 30 days, in writing or e-mail, from the Chief or Deputy Chief of Police within 14 days before the expiration of the 180-day period. TPOA will be notified in writing or e-mail that an extension has been requested. TPOA may file an objection to the extension with the Chief or Deputy Chief of Police. Only the Chief or Deputy Chief of Police may grant this one-time 30-day extension; the decision will be in writing or e-mail. If an extension is granted pursuant to this subsection, the Chief or Deputy Chief of Police will notify TPOA. This extension will create a new deadline of 210 days.
1. The timelines set forth in Subsection D may be suspended upon the initiation of a criminal investigation. Those timelines resume when either:
 - a. The Department issues written notice that the criminal investigation has been closed and will not be presented to a prosecutorial authority; or
 - b. The Department receives a written declination of criminal charges from the relevant prosecutorial authority.
 2. The timelines set forth in Subsection D are suspended when the focus member is either incapacitated or unavailable to the agency for an extended period of time (e.g., FML, Military Leave).
 3. The timelines set forth in Subsection D can be suspended with the express written consent of the member who is the focus of an investigation.
 4. The Office of Professional Standards shall track all relevant dates as part of the Administrative Investigation.
- E. An employee shall be informed of the existence of all Administrative Investigations when interviewed. Except when due to the nature of the investigation, such notice would compromise the investigation.
- F. If the Department interviews an employee in an Administrative Investigation, the Department shall provide the employee with written notice prior to the interview that states:
1. The employee may request to have a representative present during the interview provided the interview will not be unreasonably delayed. The representative shall only be an observer at the interview, shall not be an attorney, and shall be a Department member.
 2. The employee is entitled to reasonable breaks during the interview to consult with authorized persons, including an attorney, who are immediately available.

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3. The employee may not be disciplined or subject to threatened or actual retaliation for requesting that a representative be present on the employee's behalf.
4. All known allegations of misconduct that are the basis of the investigation, the specific nature of the investigation, and the employee's status in the investigation. If new allegations come up during the interview there is no expectation that the interview will be stopped.

The notice shall include copies of all written complaints containing the alleged facts that are reasonably available, except for copies of complaints filed with the City that include allegations of unlawful discrimination, harassment, or retaliation or complaints that involve matters under the jurisdiction of the Equal Employment Opportunity Commission.

5. At the conclusion of the interview, the employee is entitled to a reasonable period of time to consult with the employee's representative and may then make a brief statement addressing specific facts or policies related to the interview.
- G. Interviews of employees will be at a reasonable hour, will be completed within a reasonable time, and shall be conducted in a professional manner. The timing of the interview shall take into account the employee's work schedule. If an employee has been on duty for more than 10 straight hours, when practical, the employee shall be given an opportunity to rest for at least 8 hours before questioning begins. Notwithstanding the foregoing, the employee may voluntarily waive the above rest period. The employee shall be given reasonable breaks for personal necessities, meals, telephone calls, and rest periods upon request.
- H. Interviews may be recorded by the interviewer, interviewee, or representative.

The Department will, upon request of the employee, provide a basic summary of any discipline administered against any other law enforcement officer of similar rank and experience of the same or similar violation occurring within the previous two years.

6. REMEDIES FOR FAILURE TO COMPLETE AN ADMINISTRATIVE INVESTIGATION WITHIN THE TIME LIMITS ESTABLISHED IN SECTION 5

- A. If the Department fails to complete an investigation within the time limits outlined in Section 5, the factual findings of the Office of Professional Standards and disciplinary findings of the Chain of Command will remain a permanent part of the investigative file and Letters of Reprimand can still be issued. However, the dismissal, demotion, or suspension normally associated with the disciplinary finding will not be imposed on an employee.

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- B. Factual and disciplinary findings as described in Subsection A of this Section may be grieved exclusively through the procedure set forth in Article 23 of this Agreement.

7. INVESTIGATIVE FILES

- A. Completed investigative files are public record but may contain information that is confidential or private under Arizona law or not subject to release pursuant to the best interests of the state. Only properly redacted investigative files will be made available for public records requests. Unredacted files may only be made available for review by order of the Chief of Police or City Attorney, in compliance with a court order, for review by the Independent Police Auditor, for review by the subject employee(s), or for review by a TPOA representative with the written approval of the subject employee(s).
- B. When a public records request is made for an investigative file, the request will be fulfilled to the extent required by the Arizona Public Records Act and other applicable laws. All appropriate information shall be redacted from the released copy and the subject employee(s) will be notified of the request prior to release of the redacted file.
- C. When litigation occurs over release of information in an investigative file, the City Attorney will seek an in-camera inspection of the file and, with the assistance of the Department, produce the file for inspection as required by the Court. The Court's orders with respect to release of the file will be followed.

8. DEPARTMENT BOARDS

Employee(s) may be accompanied by one TPOA member representative at any interview by a Department Board, provided the interview will not be unreasonably delayed. The representative shall only be an observer at the interview, shall not be an attorney, shall be a Department officer or other person approved by the Chief of Police, and shall be available on reasonable notice. The representative may ask clarifying questions on behalf of the employee and may record the interview.

A TPOA representative may sit as a non-participating observer of the full formal Board and may record the proceedings. The TPOA Grievance Chairman shall be notified in a timely manner of the date, time, and location of any Department Board.

9. DISCIPLINARY ACTION

- A. "Disciplinary Action" as used in this Agreement includes a suspension, demotion, reduction in pay or position, or discharge imposed because of employee misconduct. Disciplinary Action that results in dismissal, demotion, or reduction of pay or position, a single suspension without pay for more than eight (8) days/eighty (80) hours, or an aggregate of suspensions without pay in one year from the date of the first suspension which exceeds eight (8) days/eighty (80) hours is appealable to the Civil Service Commission.

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Disciplinary Action that involves a suspension of (8) days or less and does not exceed the aggregate of eight (8) days/eighty (80) hours in a one-year period from the date of the first suspension is subject to the grievance procedure in Article 23.

- B. An employee shall receive a written *Notice of Intent to Discipline* and *Exhibit A* which shall include the supporting documents including, but not limited to rule(s), procedure(s), directive(s), policies, correspondence, memos, investigation, and/or incident reports upon which the action is based. The notice shall include an advisement of the employee's right to grievance or Civil Service appeal, whichever applies.
- C. Prior to the Department imposing discipline, the employee shall be given a *Notice of Intent to Discipline* and the *Exhibit A* informing the employee of his/her opportunity to present a written response and meet in person with the Chief at a scheduled time, date, and place prior to the imposition of discipline. For discharge cases, the *Notice of Intent* shall be given to the employee at least seven (7) calendar days in advance of the pre-discharge review meeting. The employee will be placed on imposed leave with pay from the time the *Notice of Intent* is issued until the pre-discharge meeting. For non-discharge cases, the *Notice of Intent* shall be given to the employee at least two (2) calendar days in advance of the pre-discipline meeting. The employee will submit their reason(s) via a departmental memorandum to the first level of recommendation through the chain of command and will only be allowed one opportunity to present their reason(s). This option will not impact the right of the employee to grieve or appeal the discipline.
- D. The Chief of Police must schedule a meeting with the employee to provide the employee an opportunity to respond to the *Notice of Intent*. The meeting is not adversarial. The employee may present reasons, along with information and documentation to refute the proposed Disciplinary Action. The employee may be accompanied by a TPOA representative. The representative's role is limited to consulting and advising the employee. The representative will be permitted to ask clarifying questions of the employee and present a statement on behalf of the employee.
- E. After the scheduled meeting, the Chief of Police's decision shall be documented in a *Notice of Decision*. A copy of the *Notice of Decision* shall be given to the employee. The original of the *Notice of Decision* and *PARF* must be completed with the required signatures and submitted in a *Disciplinary Packet* to the City Human Resources Department.
- F. In addition to the above, the following policies apply to suspensions:
 - 1. All suspensions shall commence immediately upon issuance of the *Notice of Decision*, completion of the grievance process, or as soon as administratively possible. In no event shall a suspension commence later than sixty (60) days from the *Notice of Decision* unless the employee is on authorized medical or military leave.

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2. All suspensions shall be imposed on consecutive workdays and include loss of paid holidays.
3. Employees may be suspended without pay in increments of not less than one workday.
4. Hours of suspension will not be considered as hours worked for purposes of calculating overtime for the work week.
5. Employees will not be permitted to use annual leave and/or compensatory time in order to work during the suspension period.

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ARTICLE 10 TERMS & CONDITIONS OF AGREEMENT

1. This Agreement shall become effective on July 1, 2021 (subject to the approval of the City and the TPOA) and shall remain in effect through June 30, 2026.
2. Notification of intent to meet and confer regarding this Agreement by either party shall be in writing, not less than 90 days prior to the expiration of this Agreement.
3. Once memorialized in writing, the interpretation or intent of any provision of this Agreement cannot be modified without prior consent and approval by the City Manager, as outlined in Article 6, (Conference Board Meetings).
4. Agreement termination or expiration shall result in immediate cancellation of all provisions, except for the conditions and processes of the meet and confer process, and all such provisions shall remain canceled until a new Agreement is ratified with the following exceptions:
 - A. If the meet and confer process is underway, the provisions of the Agreement shall automatically be extended for a period of 90 days or may, by mutual consent of the parties, be extended for a period not to exceed one year.
 - B. If an election process under Tucson Code Chapter 14 should occur during the meet and confer process and necessitate any delay, the provisions of this Agreement will automatically be extended for a like period of time.
5. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing and shall contain a detailed statement of the changes desired and reasons for them. The first meeting for negotiating the amendment will be scheduled within a reasonable period of time not to exceed 30 days after mutual consent to reopen. No changes shall be considered other than those directly related to the subject of requested amendments and amendments shall be in writing, signed, and adopted by both parties. Such agreement shall become effective upon adoption and will remain in effect until the amended Agreement expires.

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ARTICLE 11 SEVERABILITY

1. If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder shall remain in full force and effect.
2. Should any change be made to Arizona law, Civil Service Commission Rules and Regulations, the Tucson City Charter or a Tucson Code provision, or by order of a court of competent jurisdiction, which would be applicable and contrary to any provision contained in this Agreement, then such provision shall be automatically terminated. The remainder of this Agreement shall remain in full force and effect in compliance with Tucson Code Chapter 14.
3. If applicable, the City and the TPOA shall meet as soon as practical for the purpose of replacing any such terminated provision.

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ARTICLE 12 HOURS OF WORK

1. The regular hours of work for employees covered by this Agreement shall be 40 hours in a seven-day (Sunday through Saturday) work week. Each workday shall include a 30-minute meal break.
2. Employees shall be assigned to work four consecutive ten-hour workdays in a seven (7) day period.

Employees who are on light-duty status may have their hours shifted to meet the needs of the Department and to prevent the payment of overtime. Any change in hours will still provide consecutive days off.

3. The regular day shift start times of employees assigned to Investigative Services Bureau, the Office of Professional Standards, and detectives assigned to the Traffic Division or Patrol Services Bureau shall fall on a weekday (Mon. – Fri.) between the hours of 0700 and 0900 hours. The division commander will have flexibility with regard to shift start time within those hours. Upon mutual agreement of an individual employee and division commander, shift start times may be set outside these hours. This section does not apply to night detective squads, surveillance units, court liaison officers, tactical units, or undercover units.
4. The regularly scheduled working hours and/or days off of any employee shall not be changed to circumvent the payment of overtime, except for training (excluding instructors) or pursuant to other provisions of this Agreement.
5. Employees assigned to patrol squads shall not have their days or hours changed for special events. For all other personnel the working hours may be adjusted to avoid the payment of overtime to cover special events or training if given a 14-day notice or the need for employees to work the event could not reasonably be foreseen. A foreseeable event is any annual event (i.e., holiday) or any other event requiring police involvement that the Department was made aware of more than 14 days prior.

A 14-day notice shall include the new schedule, indicating the specific time and date change as soon as the event is known. In any case, the notice shall be reasonable and will provide as much notice as possible to the affected employees.

This minimum notice shall not apply in situations where the event, timing, and/or evolving circumstances could not reasonably have been foreseen. In such cases the Department will give as much notice as possible to the affected employees.

Employees whose days off are changed to cover a special event that is later canceled will be notified as soon as practical of the cancellation and may remain on the adjusted schedule or return to their regular schedule subject to approval from their chain of command.

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Failure to notify personnel pursuant to this section will result in all affected employees receiving overtime for the deployment hours outside the employee's regularly scheduled hours.

6. Pilot Projects – The Department may establish pilot projects for a duration of six months or less with two extensions of 3 months not to exceed one year. Any employee may be assigned to such a project and the working hours and/or days off of these employees may be reasonably adjusted to meet the responsibilities of the project. These shifts will still be four consecutive 10-hour shifts.
7. Operational Deployments - The Department may use deployments for emergency situations to include but not limited to natural disasters, significant crime spikes, protests, serial criminals, or prolonged mass-casualty incidents, etc. Any employee may be assigned to such deployments and the working hours and/or days off of these employees may be reasonably adjusted to meet the responsibilities of the deployment.

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ARTICLE 13 OVERTIME

1. For the purposes of this Agreement, overtime shall be defined as all hours worked in excess of the employee's 40-hour work week (Sunday 0001 through Saturday 2400). Overtime pay is authorized in this agreement for Judicial Proceedings, Article 17, and Call-Out, Article 18. Hours paid as overtime under Articles 17 and 18 are not considered as straight time hours worked for the purpose of accumulating 40 straight time hours in a regular work week (Sunday 0001 through Saturday 2400). There shall be no pyramiding of overtime.
2. Only paid vacation leave time hours and scheduled holiday hours will be considered as straight time hours worked for the purpose of accumulating 40 straight time hours worked in a regular work week (Sunday 0001 through Saturday 2400).
3. Overtime shall be compensated at either 1.5 times the employee's regular rate of pay through the payroll system or 1.5 hours of compensatory time for each hour worked in excess of 40 hours in a work week (Sunday 0001 through Saturday 2400) at the employee's option; subject to the following conditions:
 - A. At no time shall the total accumulation of compensatory time exceed 200 hours for commissioned personnel. Should commissioned personnel have an accumulated balance of 200 hours, all additional overtime compensation shall be paid in the next regular paycheck. Compensatory time is paid out at the time an employee promotes to a higher rank or transfers from the Department.
 - B. At no time shall the total accumulation of compensatory time exceed 100 hours for Community Service Officers (CSOs). Should CSOs have an accumulated balance of 100 hours, all additional overtime compensation shall be in the next regular paycheck. Compensatory time is paid out at the time an employee promotes to a higher position or transfers from the department.
 - C. The Chief of Police may revoke the right of any employee to receive compensatory time compensation for overtime, in which case overtime compensation shall be paid at 1.5 times the employees' regular rate of pay in the next regular paycheck.
 - D. Employees who request the use of compensatory time shall follow the procedure in Article 15 (LEAVES).
 - E. The City may at any time "cash-out" any portion of an employee's accumulated compensatory time at the employee's hourly rate at the time of payment. An employee will be provided written notice and given an opportunity to convert compensatory time to vacation leave (subject to the limits of Section 7 of this Article) prior to any cash-out.

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- F. An employee may request to cash out not less than 40 hours of compensatory time at the employee's discretion.
 - G. Compensatory time does not count as hours worked during the week taken.
4. Employees on approved vacation leave or using compensatory time that was approved prior to receipt of a notice requiring judicial proceeding attendance, shall be considered on a day off and compensated for such attendance pursuant to Article 17, Sections 1 and 2, (Judicial Proceedings) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 17.
 5. Employees called out during a previously approved leave period, shall be considered on a day off and compensated for such call-out pursuant to Article 18 (Call-Out) or the employee may choose to have the leave period adjusted at the minimum rate provided for in Article 18.
 6. Employees shall be compensated for overtime when, due to a change in work schedule associated with a department-wide shift change, less than eight hours elapse between the end of one shift and the start of the next. Overtime shall be paid only for those hours that fall within eight hours of the former shift.
 7. Employees may submit a written notice to the Department requesting conversion of accumulated compensatory time to vacation. Such requests shall not result in a vacation balance greater than 288 hours. Any use of vacation leave shall require use of converted compensatory time prior to use of accrued vacation leave.

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ARTICLE 14 HOLIDAYS

1. For the purposes of this Article, holidays shall be observed on the date designated by the City for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Cesar Chavez Day	Christmas Day
Memorial Day	Employee's Birthday (Commissioned only)
Independence Day	Floating Holiday (CSO only)

2. An employee who is required to work on a holiday shall receive an extra day's compensation (eight or ten hours, corresponding to the employee's regular schedule) at their regular hourly rate.
3. When a holiday falls on an employee's regularly scheduled day off, the employee will be paid holiday pay (eight or ten hours, corresponding to the employee's regular schedule).
4. Employees may use approved vacation, sick leave, or compensatory time during a week in which a holiday falls and the appropriate leave bank will be charged for all time taken.
5. Extra compensation for holidays will be paid through the payroll system or the employee may request compensatory time subject to the conditions of earning and use of compensatory time in Article 13 (Overtime).
6. An employee not required to work on a holiday may voluntarily work on a holiday with the prior approval of the employee's Division Commander.

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**ARTICLE 15
LEAVES**

1. Employees requesting the use of vacation or holiday leave shall submit a request through the electronic payroll system (or in writing when the payroll system is unavailable) to their immediate supervisor. The employee's leave request shall be granted wherever possible.
2. Employees requesting the use of accumulated compensatory time shall submit a request through the electronic payroll system (or in writing when the payroll system is unavailable) to their immediate supervisor. The employee's leave request shall be granted provided operation of the Department will not be unduly disrupted.
3. If it is necessary to limit the number of employees of any rank on vacation or holiday leave at any time or period of time, then employees with greater consecutive seniority within that rank at the Police Department shall be given priority, if possible, in the selection of leave periods.
4. Employees who are members of any branch of the United States Armed Forces may, with the approval of their division commander, switch days off to accommodate military duty in a manner consistent with Tucson Code and City Administrative Directives. Employees eligible for military leave shall receive thirty (30) days of paid leave each Federal fiscal year, October 1 through September 30.
5. Employees shall be allowed bereavement leave as provided in City Code and Administrative Directives.
6. Employees shall be allowed sick leave as provided in City Code.

<i>Continuous Years of Service:</i>	<i>Per Pay Period</i>	<i>Per Year</i>
0-10 years of continuous service:	4 hrs. 0 min.	13 days (104 hrs.)
Over 10 to 15 years of continuous service:	4 hrs. 38 min.	15 days 28 min. (120 hrs. 28 min.)
Over 15 years of continuous service:	6 hrs. 10 min.	20 days 20 min. (160 hrs. 20 min.)

7. Employees shall be allowed vacation leave as provided in City Code.

<i>Continuous Years of Service:</i>	<i>Per Pay Period</i>	<i>Per Year</i>
0 – 1 years of continuous service*:	4 hrs. 0 min.	13 days 5 hrs. (104 hrs.)
Over 1 to 2 years of continuous service*:	4 hrs. 30 min.	14 days 5 hrs. (117 hrs.)
Over 2 to 6 years of continuous service*:	5 hrs. 0 min.	16 days 2 hrs. (130 hrs.)
Over 6 to 9 years of continuous service*:	6 hrs. 0 min.	19 days 4 hrs. (156 hrs.)

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Over 9 to 14 years of continuous service*:	6 hrs. 30 min.	21 days 1 hrs. (169 hrs.)
Over 14 to 17 years of continuous service*:	7 hrs. 0 min.	22 days 6 hrs. (182 hrs.)
Over 17 to 20 years of continuous service*:	7 hrs. 24 min.	24 day, 0 hrs. (192 hrs.)
Over 20 years plus*:	8 hrs. min.	26 days, 0 hrs. (208 hrs.)

* Continuous service excludes AWOL/LWOP

8. Wellness Attendance Incentive.

Any Wellness Incentive adopted by Mayor and Council will be citywide in application and in accordance with Tucson City Code.

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ARTICLE 16 LIABILITY INSURANCE

1. The City agrees to defend and hold harmless all employees covered by this Agreement against and from all civil claims, demands, causes of action, suits or proceedings, regardless of the merits of the same, damages, liability or costs of expenses of every type, all or any part thereof which arises solely out of official performance of duty as a peace officer in the following instances:
 - A. active duty,
 - B. off duty police action consistent with General Orders,
 - C. Special Duty peace officer employment.

“Special Duty” as used in this article involves arrangements where an employee covered by terms of this Agreement works in the capacity of a peace officer for a private employer on a short term, intermittent, regular or continuing basis, based upon the recommendation and approval of the Chief of Police, and consistent with the requirements of Administrative Directive 2.02-6.

In all cases of special duty peace officer employment, it shall be the responsibility of the Chief of Police, in consultation with the Risk Manager, to determine whether or not the organization or individual hiring the employee(s) has appropriate liability insurance and to evaluate such employment on a case-by-case basis and discourage or deny such employment where it is determined that liability insurance does not exist or there is an unacceptable legal exposure to the City.

2. An employee named as a defendant in a suit arising out of the performance of duty shall be notified prior to any settlement by the City.
3. If a claim is made or suit is brought against an employee claiming benefits under this Agreement, the employee shall immediately forward to the Department Legal Advisor's Office every demand, notice, claim, summons, or other process received by the employee or the employee's representative. Failure to give timely notice shall relieve the City of any liability.

Any employee claiming benefits under this Agreement shall provide full and complete cooperation to the City in its defense of such claim or lawsuit, and upon the City's request assist in making settlements in the conduct of suits, and in enforcing any right of defense, contribution, or indemnity which may be owing to said employee by any third person or organization. The employee claiming rights under this Agreement shall not make any written or oral statements or agreements before or after an occurrence which would prejudice the employee's or the City's right to defense contribution, or indemnification by a third person or organization or which would prejudice the City's rights to subrogation.

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ARTICLE 17 JUDICIAL PROCEEDINGS

1. For the purpose of this Agreement, a "Judicial Proceeding" is defined as civil or criminal trials, pretrial hearings, pretrial conferences, depositions, or other legal proceedings in which the employee's attendance arises in the course and scope of their employment as a peace officer. An employee covered by this Agreement required to attend any Judicial Proceeding during hours other than the employee's regular hours and/or days of work, shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater. Where a Judicial Proceeding is conducted telephonically the employee shall be compensated by one hour of overtime or the actual time of the proceeding, whichever is greater.
2. An employee covered by this Agreement required to attend any Department Board shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater.
3. An employee called to attend a Judicial Proceeding within 60 minutes of their regular duty hours, shall be compensated for overtime for the time of actual attendance, including the period of time between the appearance and their regular duty hours, not subject to the minimum provisions of Section 17-1. Employees who are called to attend a second proceeding in one day shall not receive a second minimum unless the second appearance is required more than 60 minutes from the end of the first three-hour period or release from the first proceeding, whichever is later. If called within 60 minutes, compensation shall include the interim period.
4. It shall be the duty of all employees to attend Judicial Proceedings at times and places as required and to remain in attendance until discharged by the relevant authority (e.g., court, prosecutor, etc.) or upon supervisor approval.
5. Employees requested to attend any Judicial Proceeding outside of Pima County but within the State of Arizona, shall obtain Department approval.

Transportation will be furnished by the City and time spent in transit to and from the place of attendance will be included in determining pay.
6. In all administrative hearings before the Civil Service Commission any employee appearing at the hearing to provide testimony shall be compensated consistent with this Article. Disputes on appearances will be resolved by the Civil Service Commission.
7. Employees who receive notice of approval for leave periods not in conflict with their noticed court schedule at the time of the request shall be reimbursed for any non-refundable costs (travel arrangements, etc.) incurred as a result of having to cancel their leave period. No reimbursement shall be permitted unless the employee notified the prosecutorial entity in writing upon incurring the nonrefundable costs. Such notice shall include the date(s) of conflict and the

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employee's destination. Proof of payment will be required prior to reimbursement. Immediately upon receipt of a notice of possible conflict, the employee shall notify their supervisor who shall contact the prosecutorial entity for the purpose of attempting to obtain a continuance.

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ARTICLE 18 CALL-OUT

1. Call-Out is defined as being summoned to an on-duty status during a period where the employee is not working. Call-Out may occur before or after scheduled duty hours or on an employee's day off. Provisions of Article 18 apply to commissioned personnel. Community Service Officers (CSOs) follow call-out procedures in accordance with City Administrative Directives.
2. Commissioned personnel covered by this Agreement who are called back to work during an off-duty period to perform unscheduled duties in excess of their scheduled hours of work, shall receive a minimum of three hours overtime each time called out, or the actual overtime hours worked, whichever is greater and in accordance with City Administrative Directives.
3. Commissioned personnel called back for scheduled overtime, including meetings, instructor assignments, speaking engagements, and City scheduled doctor's appointments, shall receive a minimum of three-hours of overtime per occurrence or the actual overtime hours worked, whichever is greater. Any such overtime shall require prior approval by the employee's supervisor.
4. Commissioned personnel called back to work within 60 minutes of the end of their scheduled duty hours shall be compensated at the overtime rate for the actual time performing call-out duties and is not subject to the three-hour minimum.
5. Commissioned personnel called to work within sixty (60) minutes of their scheduled start time shall be compensated at the overtime rate for a minimum of one (1) hour. If the employee is called to work more than sixty (60) minutes prior to their scheduled start time, they will be compensated at the overtime rate for a minimum of three (3) hours.
6. Whenever call-out duty exceeds four hours, a meal break will be included if circumstances permit.
7. Employees assigned to Stand-By/On-Call status as described in the Fair Labor Standards Act and associated regulations, shall receive compensation consistent with City Administrative Directives.

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ARTICLE 19 SHIFT DIFFERENTIAL PAY

1. Employees will have their base hourly pay rate increased \$2.00 an hour for regularly assigned hour(s) worked between 1800 and 0600.
2. Shift differential pay will be paid for hours worked on overtime.

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ARTICLE 20 CLOTHING AND EQUIPMENT

1. The City shall issue newly hired Police Officers and Community Service Officers (CSOs) the following required uniform and equipment items during their initial academy training:

A. CSOs

i. Uniforms:

1. Body Armor
2. One Class A Shirt
3. Three Class Shirts
4. Four Pairs of Pants (One Class A; Three Class B)
5. Two Pairs of Boots
6. One Jacket
7. Tie and Tie Clip
8. Breast Badge

ii. Web Gear:

1. Outer/Inner Belt
2. Baton Holder
3. Handcuff Holder
4. Keepers
5. OC Carrier
6. Flashlight Pouch

iii. Equipment:

1. Radio
 - a. Two Batteries
 - b. Antenna
 - c. Two Clips
 - d. Radio Holder
 - e. Charger
 - f. Earpiece
2. Flashlight
3. Mobile Phone
4. Laptop
5. OC Spray
6. Expandable Baton
7. Narcan
8. IFAK
9. First-Aid Kit
10. Rain Jacket
11. Reflective Vest
12. Gas Mask
13. BC26 Key
14. FOB
15. Lanyard with American Flag and TPD Pins
16. Body Camera and Associated Equipment

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B. Police Officers

- i. Uniforms:
 1. Body Armor
 2. One Class A Shirt
 3. Three Class B Shirts
 4. Four Pairs of Pants (One Class A; Three Class B)
 5. Two Pairs of Boots
 6. One Jacket
 7. Eight-Point Hat
 8. Tie and Tie Clip
 9. Breast and Cap Badges
- ii. Web Gear:
 1. Outer/Inner Belt
 2. Baton Ring
 3. Handcuff Pouch (2)
 4. Keepers
 5. OC Carrier
 6. Flashlight Pouch
 7. Expandable Baton Pouch
 8. Duty Holster
 9. Magazine Pouch
- iii. Equipment:
 1. Radio
 - a. Two Batteries
 - b. Antenna
 - c. Two Clips
 - d. Radio Holder
 - e. Charger
 - f. Earpiece
 - iv. Flashlight
 - v. Expandable Baton
 - vi. Firearm with Magazines and Tactical Light
 - vii. Mobile Phone
 - viii. Laptop
 - ix. BWC with Two Mounts
 - x. OC Spray
 - xi. Baton
 - xii. Narcan
 - xiii. IFAK
 - xiv. First-Aid Kit
 - xv. Rain Jacket
 - xvi. Reflective Vest
 - xvii. Helmet
 - xviii. Gas Mask
 - xix. BC26 Key
 - xx. FOB
 - xxi. Lanyard with American Flag and TPD Pins
 - xxii. Handcuffs (2)
 - xxiii. Taser and Associated Cartridges and Holster
 - xxiv. Body Camera and Associated Equipment

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Upon reassignment, the Department will issue necessary equipment for the new assignment as determined by Logistics. Department will not reissue equipment listed above upon returning to a patrol assignment.

2. When the employee successfully completes probation, the Department will provide the employee an annual allocation of \$350 when assigned to a patrol function or \$250 for all other assignments, at authorized uniform and equipment supply vendor(s) for the employee to utilize to replace uniform and equipment items as needed. If the employee exceeds the value of the allocation, the employee is subsequently responsible for all additional costs for the remainder of that year.
3. Uniform allocation will be funded at the authorized uniform vendor on July 1 of each year to correspond with the beginning of the City Fiscal Year.
4. During probation, the Department will replace uniform and equipment items listed above that are damaged or rendered unserviceable as a result of specific action taken in the line of duty (not through malicious or intentional means). This does not include what a reasonable person would consider to be normal wear and tear of uniform and equipment items. Chain of command approval through the rank of Captain shall be required to replace items damaged or rendered unserviceable. The employee must return to the Department the damaged or unserviceable item at the time the new item is issued.
5. Upon successful completion of probation, the Department will replace uniform and equipment items listed above that are damaged or rendered unserviceable as a result of specific action taken in the line of duty (not through malicious or intentional means). This does not include what a reasonable person would consider to be normal wear and tear of uniform and equipment items. Chain of Command approval through the rank of Captain shall be required to replace items damaged or rendered unserviceable.
6. At an employee's time of separation, the following items shall be returned to the Department:

A. CSOs

- i. Uniforms:
 1. Body Armor
 6. One Jacket
 7. Tie and Tie Clip
 8. Breast Badge
 9. TPD Patches including Shoulder Patches and Badge Patches
- ii. Web Gear:
 1. Outer/Inner Belt
 2. Baton Holder
 3. Handcuff Holder
 4. Keepers
 5. OC Carrier
 6. Flashlight Pouch

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- iii. Equipment:
 - 1. Radio
 - a. Two Batteries
 - b. Antenna
 - c. Two Clips
 - d. Radio Holder
 - e. Charger
 - 2. Flashlight
 - 3. Mobile Phone
 - 4. Laptop
 - 5. OC Spray
 - 6. Expandable Baton
 - 7. Narcan
 - 8. IFAK
 - 9. First-Aid Kit
 - 10. Rain Jacket
 - 11. Reflective Vest
 - 12. Gas Mask
 - 13. BC26 Key
 - 14. FOB
 - 15. Lanyard with American Flag and TPD Pins
 - 16. Body Camera and Associated Equipment

B. Police Officers

- i. Uniforms:
 - 1. Body Armor
 - 6. One Jacket
 - 7. Eight-Point Hat
 - 8. Tie and Tie Clip
 - 9. Breast and Cap Badges
 - 10. TPD Patches including Shoulder Patches and Badge Patches
- ii. Web Gear:
 - 1. Outer/Inner Belt
 - 2. Baton Ring
 - 3. Handcuff Pouch (2)
 - 4. Keepers
 - 5. OC Carrier
 - 6. Flashlight Pouch
 - 7. Expandable Baton Pouch
 - 8. Duty Holster
 - 9. Magazine Pouch
- iii. Equipment:
 - 1. Radio
 - a. Two Batteries
 - b. Antenna
 - c. Two Clips
 - d. Radio Holder
 - e. Charger
 - f. Earpiece

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- iv. Flashlight
 - v. Expandable Baton
 - vi. Firearm with Magazines and Tactical Light
 - vii. Mobile Phone
 - viii. Laptop
 - ix. BWC with Two Mounts
 - x. OC Spray
 - xi. Baton
 - xii. Narcan
 - xiii. IFAK
 - xiv. First-Aid Kit
 - xv. Rain Jacket
 - xvi. Reflective Vest
 - xvii. Helmet
 - xviii. Gas Mask
 - xix. BC26 Key
 - xx. FOB
 - xxi. Lanyard with American Flag and TPD Pins
 - xxii. Handcuffs (2)
 - xxiii. Taser and Associated Cartridges and Holster
 - xxiv. Body Camera and Associated Equipment
7. Failure to return any items listed above shall result in a charge to the employee for the cost to replace the missing item in new condition.
8. At the time of separation, or when items are being replaced due to normal wear and tear, the following items do not need to be returned to the Department:
- Anything not listed in 6 above does not need to be returned.
9. The City agrees to provide a Clothing and Equipment Maintenance Allowance to all members covered by this agreement in the amount of \$400 annually. The Department may restrict the use of personal equipment acquired by employees to specific makes and models to insure consistency.
10. The City agrees to reimburse employees for the repair or replacement of comparable uniforms, clothing, and equipment items damaged, lost, or stolen in the performance of assigned duty without fault or negligence (other than normal wear and tear) in accordance with the following schedule of items and maximum amounts:

Business Sport Coat	\$150
Business Dress	\$100
Dress Slacks or Skirt	\$ 75
Dress Shirt or Blouse	\$ 50
Shoes	\$100
Ties	\$ 35
Prescription Lenses and Contacts	100%
Eyeglass Frames	\$150
Sunglasses	\$100

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Watch	\$ 80
Personal Body Armor	100%
Primary, Secondary Duty Auxiliary Sidearm	100%

Any such loss shall be documented in a personnel report submitted through their Chain of Command. Any other personal items damaged, lost, or stolen during the performance of duty may be reimbursed in full or part at the discretion of the Chief of Police.

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ARTICLE 21 ASSIGNMENTS

1. Subject to the approval of Mayor and Council in the annual compensation plan, employees covered by this agreement assigned to certain positions designated by the Chief of Police will receive assignment pay while assigned to the position. In circumstances where an employee holds more than one position eligible for assignment pay, additional adjustments may be made as designated by the Chief of Police.
2. Assignment pay shall be no less than five percent (5%) of the employee's base pay rate but may be increased in the sole discretion of the Chief of Police, provided the authority is granted in the Compensation Plan.

Should the Chief or the Department contemplate any changes to the assignment positions or associated assignment pay rates designated by the Chief of Police, the Chief's Designee and/or the Department shall first notify and meet with TPOA before those changes are made. TPOA shall be given a good faith opportunity to provide meaningful input regarding proposed changes to assignment positions and/or assignment pay rates prior to implementation.

3. If the Department eliminates a special assignment designation or reduces the assignment pay rate, employees receiving assignment pay as of the date of the change will continue to receive special assignment pay, while assigned to that position. Assignment pay will be determined as of the employee's PARF date through the date the employee times out of the assignment.
4. Assignment designations and pay rates shall be indicated in job announcements.

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ARTICLE 22 COMPENSATION SYSTEM & MEDICAL AND DENTAL BENEFITS

1. The TPOA shall be permitted to address in person and in writing any consultant employed by the City for the purpose of studying and/or recommending changes to the City's classification and compensation system.
2. The City will permit TPOA to meet with the Human Resources Director to provide input on market reviews in preparation to the annual Compensation Plan Recommendation to include participation and input for any maintenance or upkeep of a competitive market posture for their membership. TPOA acknowledges that representation of members on wages shall be subject to, limited by, and conducted only in accord with provisions of Tucson Charter, Chapter VII. 2.
3. The TPOA shall be permitted to participate in any group or committee which includes any City employee, formed for the purpose of discussing changes to the City's classification or compensation system.
4. The TPOA shall be permitted to address in person and in writing any consultant employed by the City for the purpose of studying and/or recommending changes to the City's existing Medical and Dental Benefits Plans.
5. Compensation Surveys – The City agrees that during the annual compensation process, if wage and benefit surveys are done for Department employees, they will include, for comparison purposes, municipalities within Arizona. At a minimum, Phoenix, Mesa, Tempe, Glendale, Pima County, Marana, and Oro Valley Arizona will be utilized. Subject to reasonable budgetary constraints, the City shall recommend to Mayor and Council a competitive salary range as a basis for determining a wage schedule. For purposes of this Agreement, competitive salary range means a salary range that is not less than ninety percent (90%) of the City of Phoenix salary range, or ninety-five percent (95%) of the average of the wage survey municipalities, whichever is greater. Nothing in this section will limit the City's ability to recommend a wage increase outside of these parameters.

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ARTICLE 23 GRIEVANCE PROCEDURE

1. The purpose of this Article is to provide members with a process for the review of certain member complaints, assure fair and equitable treatment of all employees, supervisors, and managers; to promote harmonious relations among employees, supervisors, and managers; to provide an orderly procedure to handle grievances as quickly as possible; and to discourage the filing of unfounded grievances.

“Member” as used in this Article shall include where appropriate the member’s TPOA representative provided the member has consented in writing to be represented by the TPOA in the grievance.

2. Any member shall have the right to present a grievance under this Article arising out of any of the following:
 - A. interpretation, application, operation or alleged violation of Administrative Directive, personnel policy, Department policy, etc.
 - B. disciplinary action not appealable to the Civil Service Commission, i.e., suspension of eighty (80) hours or less or aggregate of suspensions of eighty (80) hours or less for a period of one year from the first suspension, but not including a written reprimand.
3. The following are not grievable pursuant to this Agreement.
 - A. actions appealable to or under the jurisdiction of the Civil Service Commission,
 - B. employee performance evaluations,
 - C. salary,
 - D. position classification or assignment,
 - E. equal employment opportunity complaints,
 - F. management rights,
 - G. merit increase denials,
 - H. policies established by the Mayor and Council, State or Federal Law.
4. The Department’s Administrative Resources Division commander is designated as the Department’s grievance coordinator. The Office of Professional Standards is responsible for the maintenance of grievance records. The TPOA Grievance Committee Chairperson is designated as the TPOA’s grievance coordinator and will be the primary contact with the Department’s grievance coordinator on general grievance matters.

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5. A grievance must be in writing, detailing the reason for the grievance and providing a proposed solution.
6. In a grievance of disciplinary action, the member who is the subject of the discipline is entitled to all documentation relied upon by the Department in determining the disciplinary action. The documents shall be provided at no cost to the member upon service of the notice of intent to discipline.

The burden of just cause for discipline resides with the Department.

TPOA shall not use the released information for any purpose other than the grievance.

7. General Rules
 - A. The time limits applicable to each step of the grievance procedure may be extended at the discretion of the Chief for good cause.
 - B. Once a grievance has been processed and denied, repeated filing of grievances on the same issue will not be permitted.
 - C. If a grievance involves a group of members, or if a number of members file separate grievances on the same matter, the grievances will be handled as a single grievance.
 - D. Following the completion of the grievance process, the Department shall ensure the member does not experience any retaliation for having pursued the grievance.
8. Steps in the grievance process for interpretation, application, operation or alleged violation of Administrative Directive, personnel policy, Department policy, etc. (2.A.) Grievances of this nature will be made directly to the Chief. Grievances need to be filed within sixty (60) days of the implementation of a new policy. A grievance must be in writing, detailing the reason for the grievance and providing a proposed solution. Either TPOA or the Chief can request an in-person meeting for further discussion.
9. Steps in the grievance process for disciplinary action not appealable to the Civil Service Commission, i.e., suspension of eighty (80) hours or less or aggregate of suspensions of eighty (80) hours or less for a period of one year from the first suspension, but not including a written reprimand (2.B.)
 - A. A member may initiate the grievance process within seven (7) days from the service of the notice of intent to discipline, or receipt of the investigative package, whichever is later. Initiation of the grievance may be effectuated with a verbal notice to the Department's grievance coordinator or the TPOA Grievance Committee Chairperson and a grievance number will be issued.

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- B. If the member initiates the grievance process, the proposed discipline will be delayed until the resolution of the grievance through the level of Chief of Police.
- C. A grievance panel will convene within thirty (30) calendar days of the member's advisement unless an extension is granted by the Chief of Police. The grievance panel will be composed of seven members: chair, representative from labor, peer member, and four others as described below:
 - 1. Chair (1): Captain or equivalent. This person will serve for a minimum of 12 months and a maximum of 18 months and may not serve consecutive terms. The chair will facilitate the discussion and ensure that it remains focused, relevant, and professional. The chair will be selected by the Chief of Police. The chair is a non-voting participant.
 - 2. Labor (1): The TPOA grievance chair or designee. The labor representative is a non-voting participant.
 - 3. Peer Member (1): The peer member will be randomly drawn from a department-approved list of volunteers who are comparable in rank to the grievant. The peer member is a voting member.
 - 4. Others (4): Panelists will include one professional staff member, one first-line supervisor, one lieutenant-level commander, and the Independent Police Auditor. Ideally, different divisions will be represented. These panelists are voting members and will be selected by the chair.
- D. The member will have twenty (20) calendar days to submit their grievance in writing. The document will not exceed 1,000 words in length.
- E. All panelists will be provided with access to materials, including the written grievance, in advance of the meeting. The grievance committee will also be provided a basic summary of any discipline administered against any other law enforcement officer of similar rank and experience of the same or similar violation occurring within the previous two years.
- F. When the grievance panel meets, its seven members will evaluate the written materials and discuss the matter until a recommendation is reached. The member will have an opportunity to provide an oral reply to the panel. No witnesses will be called or recordings made. At the discretion of the chair, if a matter of fact needs to be researched, the meeting may be adjourned and reconvened at a later date once the requisite information becomes available.
- G. The chair of the grievance panel will have seven (7) calendar days to provide the written recommendation to the Chief of Police and a copy of same to the grievant.

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- H. If the member disagrees with the panel's recommendation and wishes to meet with the Chief of Police, the member will provide notice within seven (7) calendar days of receipt of the recommendation. A meeting will take place within a reasonable period, after which the Chief may concur with the grievance panel or propose his/her own disposition for the grievance, which will not exceed the Chief's original decision. The Chief shall provide a written decision to the member within seven (7) calendar days of the meeting.
- I. If the member chooses not to meet with the Chief of Police, at the expiration of the seven (7) calendar days provided in H, the Chief may concur with the grievance panel's recommendation or propose his/her own disposition for the grievance, which will not exceed the Chief's original decision. The Chief shall provide a written decision to the member within thirty (30) calendar days.
- J. The member may accept the decision of the Chief or request further review by the City Manager in accordance with the applicable Step in the current Administrative Directive.

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ARTICLE 24 DEATH BENEFITS

The City shall provide a death benefit in the amount of \$25,000 to the survivor(s) of any employee who is killed in the course and scope of employment or who dies as a result of an occupational illness or occupational exposure directly related to their employment by City.

1. "Survivor(s) shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.
2. While this death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City that such monies be used to assist in the payment of the employee's funeral expenses.
3. Employee's surviving spouse and eligible dependents will be allowed to continue to fully participate in the City's medical and dental insurance programs pursuant to A.R.S. Sec. 38-1114.

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ARTICLE 25 **ALLOWANCES**

1. Department training courses required by the City for eligibility for promotional examinations for detective, sergeant, and lieutenant, (or special assignment) shall be attended on duty time as long as the operation of the Department is not unduly disrupted and shall be provided by the City at no cost to the employee.
2. Study materials required by the Department for promotion or placement in special assignments shall be provided by the City at no cost to the employee.
3. An employee who is enrolled in class(es) at an accredited college or university that are job related or required for a degree, shall be reimbursed for actual tuition in a manner consistent with City Administrative Directives.
4. Subject to approval of Mayor and Council in the annual compensation plan, employees who refer a police officer applicant who is hired within one year of the referral shall receive compensation in a manner consistent with City Administrative Directives.
5. Second Language Pay: Subject to approval of Mayor and Council in the annual compensation plan, employees who use a language other than English at a conversational level, as verified by the Director of Human Resources or designee, a minimum of five percent (5%) of the work week, shall receive thirty (\$30.00) per pay period. Employees are eligible for only one second language pay award.
6. Certified Bilingual Employees: Subject to approval of Mayor and Council in the annual compensation plan, the Department commits to a specialized law enforcement program to certify bilingual employees who can demonstrate fluency in speaking, comprehension, and reading of Spanish or fluency of signing and comprehension of American Sign Language at a speed and technical level necessary to accomplish all critical aspects of the employee's duties in that second language. Certified bilingual officers, who use the language for which they are certified a minimum of five percent (5%) per work week, will receive one hundred (\$100.00) per pay period. Certified bilingual officers are not eligible for second language pay under Article 25, Section 5, above.
7. Subject to approval of Mayor and Council in the annual compensation plan, employees with five (5) or more years of service in the pay period in which July 1 of the year of their request for sick leave payment falls, who have hours of sick leave as listed in the table below, on the first day of the pay period in which April 1 falls, shall, on request, be paid for the unused portion of the first fifty-six (56) hours of their annual sick leave, plus an additional number of hours of their accrued sick leave, or any part of those combined hours as set forth in the employee's request, not to exceed a maximum total of hours per year as listed in the table below, in approximately equal installments commencing in the pay period in which July 1 falls through the end of that fiscal year.

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	Years of Service as of July 1	Minimum SL Hours Balance as of End of Leave Year	SLVL 56 or portion therein	Additional SL Hours to Sell Back	Maximum Hours to Sell Back
26 Equal Payments	>5	Not Eligible			
	5	240	56	0	40
	10	480	56	24	80
	15	480	56	104	160
	20+	480	56	184	240

Payment shall be at the employee's base rate of pay in effect at the time of the payment, exclusive of overtime, shift differential, temporary promotion pay, longevity pay, and any other type of pay not included in the employee's base rate.

Year(s) of prior active-duty military service or prior commissioned police service from other jurisdictions shall be included in calculating the years of qualifying service applicable to any payments made under the preceding paragraphs of this section.

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ARTICLE 26 PARKING

1. Employees who are called to a Judicial Proceeding under Article 17 or to conduct official Department business whether on or off-duty shall be provided parking at no cost. Unmarked police or civilian vehicles shall display a parking pass in a conspicuous location indicating their status as on official business. The parking access will be provided by ParkTucson at no cost.
2. Six (6) parking spaces on Council Street shall be designated for official police business at Tucson City Court with additional parking made available at the Pennington Street Garage.
3. On those occasions where an employee must incur out-of-pocket parking expenses (such as parking meters when a public lot or garage is unavailable) the employee shall submit a request to a supervisor for reimbursement. The reimbursement shall be paid in accordance with City Administrative Directives.
4. As long as the sublease agreement between Rio Nuevo Multipurpose Facilities District and the City of Tucson continues to allow the City unrestricted use of the parking lot; when parking spaces are available, employees shall be allowed to park free of charge at the Tucson Convention Center. This parking shall be restricted to employees who are working at or attending an official police function.

