MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

2012 - 2014

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Preamble

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the Statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW THEREFORE, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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

Section 1-2: City and Department Rights

A. The Association recognizes that the City and the Chief of Police retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.

B. The City and Chief of Police have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

D. The Chief of Police and City Manager reserve the right to discipline or discharge employees for just cause, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

E. The City and the Chief of Police shall determine assignments and establish methods and processes by which assignments are performed.

F. The City and Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.

G. Except as otherwise specifically provided in this Memorandum, the City and the Chief of Police retain unqualifiedly all rights and authority to which by law they are entitled.

H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.

I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.

J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Chief of Police unless otherwise provided by the express terms of this Memorandum as permitted by law.

K. The inherent and express rights of the City and the Chief of Police, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

Section 1-3: Rights of Association

A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in Attachment A.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

B. **Union Release**:

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated six full-time release positions, and release

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

1. Full-Time Release Positions

a. The six (6) full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These six (6) full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.

b. The six (6) full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).

c. The six (6) full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

2. Association Representatives

The Association may designate up to **forty-two (42) (as of July 1, 2012)** representatives and shall notify the Chief of Police and Labor Relations Administrator in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

a. Up to two PLEA representative~~s~~ may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. **P**aid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation **shall be charged against the bank of release hours as described in Section 1-3 D.** PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings **and provide representation**.

b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to one (1) additional representative per bureau and up to three (3) additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. Bank of Release Hours:

A bank of **1,859** hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. **The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:**

a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.

b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.

c. **For Association representatives to communicate with members, investigate grievances or prepare for hearings.** A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site

supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

Approval for use of paid **release** time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, **Association representatives and** members of the Executive Board shall give at least twenty-four (24) hours written notice in advance.

In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

Any hours **used** in excess of **the bank** must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The **number** of hours **used** in excess of **the bank at the end of the contract term** will be **deducted from the bank at the start of the first year of** the following contract. **Unused hours will be carried over into the first year of the next contract to a maximum total bank of 2,789.**

C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Chief of Police or his designee, subject to twenty-four (24) hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than two (2) Executive Officers or Board members of the Association or designated shift representatives is subject to forty-eight (48) hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.

E. **Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, d**uring the term of this Memorandum, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment.

F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions over a three month pilot program.

H. The City shall continue to provide existing bulletin boards for the exclusive use by the Association for communicating with its members.

Bulletin boards shall be limited to one (1) per bureau/precinct. New or replaced bulletin boards shall be provided by the Association and shall not exceed 4' x 3' (width by height) in size, and shall be placed in a location established by the bureau/precinct commander that is readily accessible to unit members.

I. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or his designee.

J. The Association and the Department will jointly present a two (2) hour career survival class to newly sworn police officers. Immediately following, the Association will be allowed one (1) hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted during the post-academy training time of said officers **at the offices of the Association**. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.

K. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

L. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.

M. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.

N. The Association will have two (2) PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.

O. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.

P. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management.

Q. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor –Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a nine hundred sixty (960) hour bank of compensation for use by the full-time release positions each MOU year. (This is a reduction from the 2010 – 2012 MOU).

Section 1-4: Rights of Unit Members

A. A unit member has the right to have the Association serve as his meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.

B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to his individual employment rights and obligations.

1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview or interrogation. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative will attend the above interview/interrogation only as an observer, but the association representative may make a request for a caucus to bring to the investigator's attention issues which may be violations of the M.O.U. or questions outside the scope of the N.O.I.

2. The interview/interrogation session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.

3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.

4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will make available for review to the unit member and/or his representative any material that is being used as the basis for an allegation of misconduct. Material includes any video, audio, photographs, or documents written by a complainant, witness or investigative lead that may be included in the internal investigation. During the course of the administrative investigation the investigator will not intentionally misrepresent any fact or material issue to the unit member.

5. A unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other

investigative processes remaining to be completed, as well as an estimated date of completion.

6. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days, the unit member may request that the PLEA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.

7. Department information regarding citizen complaint information/procedures will contain a statement forewarning the complainant that any false report in an attempt to unjustly defame police personnel or place their employment in jeopardy can result in criminal charges and or civil liability.

C. A unit member has the right to present his own grievance, in person or by legal counsel.

D. Unit members are entitled to representation if a "Not Met" PMG is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the PMG.

E.

1. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of his choosing. When a city directed work fitness/job performance medical evaluation process is completed, the employee may request his/her medical information from the city doctor. The city agrees to give the city doctor a release to give the information to the requesting employee.

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

3. A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental or divisional personnel file which may be adverse in nature.

4.

a. Material purged, or meeting all criteria for purging, from a unit member's **division and department** files **and moved to a section marked "Inactive" in the Central HR Department personnel file** in accordance with the below procedures or allegations about a unit member which are unfounded, exonerated or unresolved will not be used in future performance ratings, or disciplinary actions, DRB, UFB, CSB, IRP, Grievance, or any other review board.

b. Documents maintained by the department containing adverse comments about a unit member, regardless of the storage medium, will not be used in future disciplinary actions (meaning submitting as evidence at DRB, UFB, CSB, or any other disciplinary review board) if the unit member has not been previously made aware of the existence of the performance/conduct concerns.

5. Performance evaluations will be purged from a unit member's Human Resources Department file after no longer than ten (10) years.

6. At his request, a unit member may have material of an adverse nature which is over three (3) years old removed from all the **division** and department files **and moved to a section marked "Inactive" in the Central HR Department personnel file** when there have been no incidents or problems of a similar nature within the three (3) year period immediately preceding the request **(except Discipline Notices and Industrial Injury or Illness information)**. Performance Evaluations will be purged after three (3) years. At the annual employee evaluation, the unit member and his supervisor will review and purge the unit member's division file. A unit member may make an appointment with fiscal to purge their department file. In the event that documentation that is eligible for purging **from division and department files** is not purged, it will not be considered in future disciplinary matters. Separation Notices over five (5) years old will not be considered in any process.

7. A Supervisory Counseling is a verbal warning and if used in any disciplinary or personnel action or documented rating, the counseling must first be documented in the supervisor's notes and shall be initialed or signed by the unit member within two (2) weeks of being advised that the discipline has been issued. The effective date of the discipline for all grievance and appeal purposes will start from the date that the unit member signs the supervisor's notes.

8. Once a unit member has been disciplined, no further disciplinary action maybe imposed for the same specific allegation during the same incident of misconduct. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.

9. At his request, a unit member may have documents related to disciplinary actions which are over ten (10) years old removed from his **division and department** personnel file**s and moved to a section marked "Inactive" in the Central HR Department personnel file** when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term disciplinary actions is defined as follows:

   a. Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and,

b. For an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or,

c. Any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

F. A unit member and his Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.

1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him. If the discipline is appealed to the CSB, no reference to the DRB discussions or deliberations shall be made by either the city or the association representative at the CSB hearing.

2. The Department shall notify the unit member ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by an Association representative at either meeting.

   a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or his representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or his representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied on a read-only computer disc if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at his discretion, appear before the Board with an Association representative of his choosing and may state his reasons why the proposed action is unjustified. The unit member and his representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.

5. The unit member may submit relevant written matter in support of his position.

6. If the unit member requests, representation will be allowed during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.

   a. At least ten (10) days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning his involvement in the matter under investigation that is made available to the UFB Board members.

7. If the department intends to conduct a Loudermill process, a unit member will be provided a written notice at least 5 working days prior to the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. **Although subject matter experts are not permitted to attend the Loudermill, a member may provide written documentation from subject matter experts at the Loudermill.**

8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. Unit members will also be allowed to exchange up to 40 hours of vacation or comp time in exchange for serving a suspension. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.

G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing him of the specific nature of the investigation, his status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the

transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.

1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for his use throughout the entire course of the interview.

2. In the event a unit member does not record his interview/interrogation, he may request a copy of the investigator's tape(s) if the investigator records the interview/interrogations. In order to receive this copy, the member must provide the investigator with a blank standard cassette tape(s). The unit member shall not receive additional pay for picking up or dropping off this tape.

3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman or Association president. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to his home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.

5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB).

6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.

7. **If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to one (1) hour will be granted (if requested) for the employee to obtain a PLEA representative.**

H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

I. A unit member attending any IRP, DRB, UFB, DAC, Grievance meeting, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations; approval will not be unreasonably withheld.

J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have three (3) hours to consult with an Association representative.

K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.

L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.

M. A unit member identified only as a witness will be given the opportunity to consult with the PLEA President or Representation Chairman to discuss their rights and obligations prior to the interview or interrogation.

N. A unit member seeking an "at request" transfer will only have discipline of a written reprimand of a relevant nature, suspension, or demotion taken into consideration in the determination of the transfer. For transfers only, discipline greater than three (3) years from the date of the NOI will not be considered.

O. If a polygraph examination is required of a unit member, an Association representative may monitor the interview and examination from the monitoring room. Monitoring will include both visual and audio. A unit member will be allowed an association representative during the post exam interviews. The PSB Investigator will also have the right to be present**.**

P. If an employee is not given his/her PMG by the annual review date, the employee may request his or her merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the PMG is an overall "met," the request will be processed within twenty-one (21) calendar days of submittal and will be retroactive to the PMG annual review date.

Q. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.

R. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.

Section 1-5: Prohibition of Strike and Lockouts

A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.

C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.

D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:

1. Discipline up to and including discharge.

2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

A. Informal Resolution

1. As a matter of good labor-management relations the parties encourage a unit member who believes that he has a bona fide grievance to discuss and attempt to resolve it with his immediate non-unit supervisor as designated by the Chief or his designee.

2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.

C. Procedure

1. Step I

   The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to his immediate non-unit supervisor within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the grievant and the grievant's representative, if any, as he deems appropriate, and shall, within fourteen (14) calendar days of having received the written grievance, submit his response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step II of the grievance procedure.

2. Step II

   If the written response of the immediate non-unit supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to his Division or Bureau Commander within fourteen (14) calendar days of the grievant's receipt of the supervisor's response. The Division or Bureau Commander may investigate the grievance and may set a meeting with the grievant, the grievant's designated representative, if any, and such other personnel as he deems appropriate to consider the grievance. Within fourteen (14) calendar days of receipt of the grievance, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

3. Step III

   a. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the Police Chief within fourteen (14) calendar days of the grievant's receipt of the Step II response.

   b. The Chief or designee shall conduct a hearing within fourteen (14) calendar days of receipt of the grievance regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. Within fourteen (14) days of the hearing, the Police Chief or his designee shall submit his response to the grievant and the grievant's representative, if any.

4. Step 3.5

   After the Department Head's decision, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to the Labor Relations Administrator. The grievance, as originally written and

the attached response from the Department Head, must be submitted to the Labor Relations Administrator within fourteen (14) calendar days of receipt of the Department Head's answer. The Labor Relations Administrator shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the Department Head or his designee and the unit member and his representative in an attempt to resolve the grievance. The Labor Relations Administrator shall then submit written recommendations for resolution to the unit member and Department Head within fourteen (14) calendar days of the meeting. If Step 3.5 is used, the Labor Relations Administrator shall not be a member of the Step IV Grievance Committee.

5. Step IV

   a. If the response of the Police Chief does not result in resolution of the grievance, the grievant may, within fourteen (14) calendar days of the Step III response, appeal the grievance by signing and completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

      Chairman - A member of the City Manager's Office designated by the City Manager.
      Secretary - A designee of the Labor Relations Administrator.
      Member - A different City department head on a rotating schedule.
      Member - PLEA President or his designee.

   b. The Grievance Committee shall schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

   c. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

      i. The arbitrator shall be bound by the language of the Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him.

ii. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.

iii. The arbitrator shall be bound by applicable State and City law.

iv. The Grievance Committee or the arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

v. The City Manager shall, within fourteen (14) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance.

E. The Association may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Association by the specific terms of Article **1-3** of the Memorandum. The Association shall file such grievance at Step III of the Procedure. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.

F. Employer grievances, should they occur as a result of official Association activities or actions, including the failure to act as required under this agreement, will be presented directly to the Association president or any officer of the Association within ten (10) days of the occurrence prompting the grievance. The president or his designee shall in each case provide a written answer within five (5) days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step IV herein provided the City shall pay for the costs of the arbitrator for grievances initiated by the City.

G. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Section.

Section 2-2: Labor-Management Committee

A. There shall be a Labor-Management Committee consisting of up to six (6) representatives of the Association and up to six (6) representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.

B. The Committee shall meet at least quarterly at mutually scheduled times.

C. The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

D. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of three (3) hours per unit member per meeting.

E. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

F. **The Committee will work cooperatively to review and update the shooting/critical incident protocol by August 1, 2012.**

G. Any signed/dated written Labor/Management agreements will be binding on the parties.

ARTICLE 3: Compensation/Wages

Section 3-1: Wages

A. The total negotiated compensation for the contract year 2012-13 will be a 1.6% restoration of the 3.2% economic concessions that were negotiated in 2010 – 2012. The restorations will be effective July 9, 2012 and allocated as follows:

First, the combined increases in health, dental and life insurance result in a charge to the unit of .1% in total compensation. This amount continues the $150 monthly allowance for Post Employment Health Plan accounts (PEHP) for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Second, the 1% wage concession is restored.

Third, there are no negotiated furlough days during the term of this agreement.

Fourth, the employer deferred compensation contribution is restored by 0.19%.

All other 2010 – 2012 concessions remain in effect through the first year of this agreement including a 1.81% reduction in the deferred compensation benefit, and the suspension of the annual vacation sell-back benefit.

B. For the contract year 2013-2014, the remaining balance, or a portion of the remaining balance, of the 2010-2012 economic concessions may be restored under the conditions outlined in attachment C. In addition, attachment C outlines revenue triggers that could result in compensation increases above full restoration of the 2010 – 2012 concessions.

C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step ten in the pay schedule outlined in Attachment B.

D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot, shall be placed at step eleven in the pay schedule outlined in Attachment B.

E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step twelve in the pay schedule outlined in Attachment B.

F. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step thirteen in the pay schedule outlined in Attachment B.

G. Only unit members assigned to one of the four described Air Support assignments are eligible to be placed in levels ten through thirteen of the pay schedule described in Attachment B.

Unit members may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step twelve shall not receive the premium pay for any other pay step the unit member may also qualify for.

H. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

I. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.

J. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

Section 3-1A: Longevity-Performance Pay

In recognition of continuous service and overall performance, the City agrees to implement the following longevity performance pay formula for unit members:

A. Pay Benefit:

1. On **December 24, 2012** (Paid **January 11, 2013**), **June 10, 2013 (Paid June 28, 2013), December 23, 2013** (Paid **January 10, 2014**), and **June 9, 2014** (Paid **June 27, 2014**), a unit member who has completed at least seven (7) years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive eighty ($80) dollars for each full year of continuous full-time service in excess of six (6) years, up to a semi-annual maximum of one thousand forty dollars ($1,040), annual maximum of two thousand eighty dollars ($2,080) at twenty (20) years.

2. On **December 24, 2012** (Paid **January 11, 2013**), **June 10, 2013 (Paid June 28, 2013), December 23, 2013** (Paid **January 10, 2014**), and **June 9, 2014** (Paid **June 27, 2014**), a unit member at twenty (20) years and one day of continuous full-time service shall receive one hundred and twenty-five dollars ($125) for each full year of continuous service in excess of six (6) years, up to a semi-annual maximum of two thousand dollars ($2,000), annual maximum of four thousand dollars ($4,000) at twenty-two (22) years or more.

B. Qualifications:

1. A unit member must have completed at least one (1) year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive longevity pay when they reach one year at step 8 and maintain their longevity eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be longevity eligible.

2. Effective July 1, 1999, a unit member must have completed seven (7) years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the seven (7) year requirement.

3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.

4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.

5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

1. Payments will be made within thirty (30) days of the qualifying date.

2. A unit member who separates from City government after the qualifying date but prior to the payment day shall receive the payment in their termination pay.

3. Effective July 9, 2001, a unit member who retires from city government shall receive his longevity pay at a pro-rated calculation (calculated to the nearest full month), which will be included in his final check.

4. Longevity payments made prior to an employee entering DROP will be pro-rated.

D. Longevity Program Evaluation

The Union agrees to work cooperatively during the first twelve months of this agreement as a participant on a task force consisting of (but not limited to) representatives from the City Manager's office, the Human Resources Department, the Police Department, and the Alliance for Innovation to explore and develop alternatives to the Longevity Pay program.

Section 3-1B: Career Enhancement Pay

Effective July 14, 2008, Career Enhancement Pay (CEP) will be paid to qualified unit members at the levels fixed below:

1. CEP Level 1 pay shall be $1,903.20 per year ($73.20 per pay period).

2. CEP Level 2 pay shall be $3,806.40 per year ($146.40 per pay period).

3. CEP Level 3 pay shall be $5,709.60 per year ($219.60 per pay period).

4. CEP Level 4 pay shall be $7,612.80 per year ($292.80 per pay period).

Section 3-1C: Training Pay

A. Field Training Officers (FTOs) and other unit members whom the department selects to conduct department-approved officer field training; will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized field training position.

B. Any unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% training pay for every day the unit member actually trains.

C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:

1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.

2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.

3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.

Section 3-1D: Compensation for Interpreting and Translation by Sworn Police Officers

A. Purpose

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.

2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

B. Payment Authorization

Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

C. Performance Activities Approved for Special Compensation

1. Verbal interpretation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

2. Written translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

3. Signing interpretation and translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

D. Compensation

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by city personnel, shall be paid a premium of $10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

E. Supervisory Authorization

Authorization must be provided by a sworn police supervisor in each case. Written notification which includes a listing of the specific time periods for which the premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

Section 3-2: Overtime

A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty (40) hour work week or eight (8) hour work shift, or ten (10) hour work shift if a four (4) day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.

B. Overtime shall be worked and shall be allowed if assigned by the Chief of Police or his designees.

C. Overtime work will be compensated in either cash or compensation time at one and one-half (1-1/2) times the regular rate of pay after the first seven (7) minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.

D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of one hundred ninety-five (195) hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. For purposes of accumulating compensatory time, the department will provide overtime request slips which will include a check box indicating payment or compensatory time. The unit member shall check either box to reflect his wishes. If a unit member submits overtime requests that are in excess of one hundred ninety-five (195) hours, he will be paid the difference. Effective July 13, 2009 a unit member may hold or request to be paid for up to two hundred (200) hours of comp time.

E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.

F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.

G. At the direction of the immediate non-unit supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-2 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-2B, but shall be compensated at a minimum of one (1) hour at time and one-half (1-1/2). No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.

H. After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of one-half (1/2) hour, but in no event shall a unit member be entitled to more than one such meal break for every eight (8) consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second one-half (1/2) hour paid meal break, he shall have worked on an overtime basis for a minimum of four (4) hours beyond the end of his regularly scheduled ten (10) hour work shift.

I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional thirty (30) minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first thirty (30) minutes of the meal period.

J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of fifteen (15) minutes at time and one-half his regular rate of pay when any combination of calls equals seven (7) minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest one-quarter (1/4) hour. He will not receive overtime for additional duty-related calls received during this compensation period.

K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a seven (7) calendar day period, as the squad he was on when the injury/illness occurred. After the seven (7) days, he may be reassigned to new duty hours and/or N-days.

L. A unit member who scheduled a leave day thirty (30) calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-2A and/or Section 3-2B, in addition to the leave day.

M. A unit member who scheduled a leave day but failed to do so within thirty (30) calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-2A. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

Section 3-2A: Court Time Overtime

A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-2B of this Memorandum of Understanding.

1. Court time overtime shall be continuous time compensated consistent with Section 3-2, subsection C.

2. Effective July 1,1998, no cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.

B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State

of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than twelve (12) hours in advance of the scheduled appearance time that he need not appear, the unit member will receive two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay.

Section 3-2B: Call-Out Pay

A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-2, subsection C, provided, however, the unit member shall not be eligible for the three (3) hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.

B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of three (3) hours pay at time and one-half the unit member's base pay calculated to the nearest quarter (1/4) hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified. The compensation will continue up to thirty (30) minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

C. A unit member beginning an overtime period within three (3) hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.

D. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen (15) minutes) will be compensated for actual time spent in accordance with Section 3-2, subsection C.

Section 3-3: Out-of-Rank Pay

A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:

B. To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher rank within any twelve (12) month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the tenth (10th) shift in the supervisory classification will be subject to the higher rate of pay.

C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than one (1) full shift will not be credited with working out-of-rank service time.

D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.

E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.

F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

Section 3-4: Sick Leave Conversion at Retirement

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.

2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.

3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A unit member who has accumulated a minimum of nine hundred (900) hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to thirty-five percent (35%) of his base hourly wage for all hours in excess of four hundred and fifty (450) hours; or

2. A unit member who has accumulated a minimum of one thousand two hundred eighty six (1286) qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly for all hours in excess of three hundred eighty six (386) hours.

3. Commencing July 1, 1998, a unit member who has accumulated a minimum of one thousand seven hundred and fourteen (1714) hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly wage for all hours.

4. **The payments described in numbers 1 through 3 above are not considered Final Average Salary for purposes of pension calculations.**

5. A unit member who has accrued 1714 hours or more of unused sick leave may elect to have the additional sick leave that he earns paid to him as salary on a monthly basis. Once the employee elects to exercise this benefit, it must continue for the full three (3) consecutive year period. The employee may stop and re-start this benefit one time without further qualification up to a maximum of a total of six (6) years.

   The intent of the new language placed in the 2002-2004 M.O.U. in Article 3, Section 3-4, subsection B4 is "an employee may receive a one-time, one year extension to the three (3) year period. The maximum of a total of six (6) years, i.e. and additional two (2) years above the four (4) years maybe possible.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.

2. The unit member shall verify in writing the computations of the Employee Benefits Division.

3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

Section 3-4A: Sick Leave Payout

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

Section 3-4B: Optional Uniform Allowance Conversion

After 17 years of credited service in PSPRS and 10 years of City of Phoenix service, unit members may elect to have their basic annual uniform allowance converted to a bi-monthly payment for a consecutive three year period. The annual amount will be reduced from $1,150 to $925 which will be paid as $35.57 each pay period. Amounts above the base uniform allowance will still be paid annually as a uniform allowance.

The consecutive 3 year period may be stopped and restarted one time for an additional three (3) year period up to a maximum total of six (6) years.

Employees eligible to participate in this option are those who have or obtain 17 years or more of service by July 1st.

Election for the conversion will be permitted once per year. Applications will be submitted to the Police Department Fiscal Management Division by May 1st, in order to implement by the second pay in July (when uniform allowance is paid).

An employee who leaves City employment shall not receive the remaining (or unpaid balance) of the uniform allowance conversion, however, if that employee retires prior to the fiscal year end, a lump sum of the remaining balance will be paid. The balance will only be paid to those who retire. Resignations and terminations are exempt from payment, consistent with the way uniform allowances are repaid if employment ceases prior to fiscal year end.

Participants, who stop their 1st or 2nd election, will forfeit the remaining years within the election. An employee may receive a one-time, one year extension to the three (3) year

period. The maximum of a total of six (6) years, i.e. and additional two (2) years above the four (4) years maybe possible.

Section 3-5: Night Shift Differential/Weekend Shift Differential

A. A unit member shall receive sixty cents ($.60) per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after l0:00 PM.

B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.

C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.

D. A unit member shall receive twenty-five cents ($.25) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

   1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

   2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-6: Stand-By Pay

A. When a unit member is required and assigned to be available for immediate emergency call-out at times that he is not otherwise on duty and the unit member complies with departmental regulations incident thereto, he shall be compensated as follows: $60.00 on the unit member's non-work day and $40.00 on a work day.

B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained in, but not be limited to, the following details: Traffic Investigators Unit (TIU), Bomb, Canine, DRE, MAC Van, SAU, Sex Crimes, Homicide Detail, Assaults Unit, Special Projects Unit, Critical Incident Stress Debriefing (C.I.S.D.) Team, Documents Crimes Unit (DCU), and the Family Investigation Bureau (F.I.B.).

Section 3-6A: Court Time Standby Pay

A. When a unit member receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he was not notified twelve (12) hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional one (1) hour of pay at one and one-half (1-1/2) times his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival at the duty location. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party sixteen (16) hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.

C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.

D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

Section 3-7: Off-Duty Employment

A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate non-unit supervisor.

B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in

these rules and regulations during the life of the MOU, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.

C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's performance is adversely affected.

D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

Section 3-8: Jury Duty

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

Section 3-9: Deferred Compensation and Defined Contribution Plans

A. The City will contribute two and one eighteenth percent (2.18%) of each unit member's monthly gross wages to the City's 401(a) Defined Contribution Plan.

This defined contribution plan benefit was reduced by 2% to 0.18% in the 2010 – 2012 concession agreement. Effective July 9, 2012, 0.19% of the concession will be restored for a total benefit level of 0.37%. The balance of the concession (1.81%) remains in effect through the first year of the 2012 – 2014 agreement and will be restored in the second year of the agreement if the conditions in attachment C are met for a full or partial second year restoration.

B. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

A. The regular duty hours for a unit member shall be five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day work week. These five (5) consecutive shifts will be preceded and followed by two (2) "N" days. If, by

reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The eight (8) duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes. When work demands permit, with a supervisor's approval, a unit member may combine this thirty (30) minute meal period with one of his fifteen (15) minute rest periods described under Subsection D of this Article to achieve a forty-five (45) minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.

B. If a ten (10) hour, four (4) day work week is implemented; the regular duty hours for an affected unit member shall be four (4) consecutive shifts of ten (10) hours in a seven (7) calendar day work week. These four (4) consecutive shifts will be preceded and followed by three (3) "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The ten (10) duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.

C. If the regular duty schedule for a unit member has more than 5/4 consecutive shifts of 8/10 hours and/or these 5/4 shifts are not preceded and followed by 2/3 "N" days, the unit member is entitled to premium pay.

"Premium Pay" is defined as follows:

- Premium pay is the regular rate of pay plus one half.
- For each shift in excess of 5/4 consecutive shifts, the unit member will receive premium pay for all scheduled hours until his/her next "N" day.
- When a unit member's "N" days are not consecutive, the unit member will receive premium pay for each regular work shift that would have been an "N" day.

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

(See examples in Attachment H)

D. When used in the context of this Article, “Operational Needs” will be defined as: Service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.

E. In addition to all duties as assigned by the Chief of Police or his designees, work hours shall continue to include two (2) fifteen (15) minute rest periods as work demands allow.

F. There shall be a minimum of fifteen (15) hours off between shifts, thirteen (13) hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described fifteen (15) hour period, thirteen (13) hour period for a unit member working a 4/10 schedule**.** A unit member assigned to the DEB, OCB, GIB, CRB, NRB or SRB may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per MOU year.

G. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated non-unit supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member’s beat area.

H. A unit member may return to his work station ten (10) minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.

I. A unit member assigned to the Canine Detail shall be allowed four (4) hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.

J. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.

Section 4-2: Seniority

A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.

B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

A. Effective August 1, 2004 and August 1, 2005, the City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.

B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.

C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued.

In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new MOU period.

D. In the event Congress passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.

Section 5-1A: Retiree Health Insurance

A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.

B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.

C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of unit members:

For the term of the Agreement, the Employer shall contribute for each unit member the amount of $6.00 (six) dollars per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

Section 5-2: Dental Insurance

A. Commencing August 1, 1994, the City shall pay the full premium costs for single coverage and seventy-five percent (75%) of the premium costs for family coverage for a City dental plan.

B. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of $4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Effective August 1, 2002 and August 1, 2003, if there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family coverage.

Section 5-3: Life Insurance

A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at fifteen thousand dollars ($15,000). The City will continue the current policy for death in the line of duty at one hundred thousand dollars ($100,000.00).

B. Effective August 1, 2001, the City will increase the thirty-five thousand dollar ($35,000.00) line of duty life and dismemberment insurance coverage to each unit member to one hundred thousand dollars ($100,000.00).

C. Additionally, the City will provide to each unit member a $200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

Section 5-4: Long-Term Disability Insurance

A. The City will **offer a** long-term **disability benefit** for all **full-time, regular** unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). **Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day**. **Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months.**

B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

Section 5-5: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-2, Overtime.

A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) excluding overtime pay.

B. A unit member who is not scheduled to work on a designated holiday will still be compensated for eight (8) hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Caesar Chavez Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Leave Days* & **

* After six (6) months of continuous service.
** Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid eight (8) hours of holiday pay.

2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for eight (8) hours of holiday pay. The additional two (2) hours necessary to receive ten (10) hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only eight (8) hours of pay. **Alternatively, the unit member may work for two (2) hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor.** The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) hours, excluding overtime pay.

E. A unit member who is not scheduled to work on a holiday will be allowed to sell up to eight (8) hours accrued and unused vacation time on a holiday.

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

G. **Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.**

H. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.

I. A unit member who works a schedule at full time fifty-two (52) weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:

1. Through 5 years of service 8 hrs. per month
2. 6th through 10th year of service 10 hrs. per month
3. 11th through 15th year of service 11 hrs. per month
4. 16th through 20th year of service 13 hrs. per month
5. 21st year of service and thereafter 15 hrs. per month

J. Effective June 1, 1990, a unit member who has accrued his maximum vacation carryover, and who has attained a minimum of seventeen (17) years of credited service in PSPRS and 10 years of City of Phoenix service, may elect to have the additional vacation leave that he earns paid to him on a monthly basis during and for the upcoming three (3) consecutive years. Once the unit member elects to exercise this benefit, it must continue for the full three (3) consecutive year period. The unit member may receive a one-time, one (1) year extension to the three (3) year period. Effective July 1, 2000 a unit member may elect to exercise this benefit one additional time, provided he has accrued at least three hundred (300) leave hours at the time of the second election.

Additionally, eighty (80) hours of vacation time can be accumulated above the maximum vacation carryover into the last three (3) years of service. These hours must be used as paid time off prior to retirement.

K. Vacation accrual, carryover and compensation at separation is as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5th	8	192	240

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
6th - 10th	10	240	300
11th - 15th	11	264	330
16th - 20th	13**	312	390
21st+	15**	360	450

** In the last three years of service an additional 80 hours may be carried over into a new calendar year.

L. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within five (5) years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.

M. A unit member may sell back up to 40 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

This vacation sell-back benefit was suspended in the 2010 – 2012 concession agreement. It will remain suspended through the first year of the 2012 – 2014 agreement and will be restored in the second year if the conditions in attachment C are met for second year restoration.

Section 5-5A: Out-of-State Vacation Recall

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

Section 5-6: Uniform, Clothing and Equipment Allowance

A. Department-issued equipment, as follows:

1. The Police Department will furnish to each unit member entering the department the following:

1 Uniform Belt
1 Handcuff Case
1 Holster
1 Helmet
1 Cartridge Case
1 Service Weapon
1 Mace Holder
1 Mace Canister
1 Pair of Handcuffs and Key
1 Uniform Breast Badge
1 Flat Badge with Case
1 (pair) Puncture resistant gloves

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

2. Pilot's equipment list as follows:

   The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

   2 Nomax (or equivalent in quality) Flight Suits
   1 Flight Helmet
   1 Nomax Gloves (pair)
   1 Standard Headset
   1 Custom Ear Protectors (ear molds) (pair)

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

B. A unit member will receive one thousand one hundred and fifty dollars ($1,150) clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries. Please see Provision 3-4B Optional Uniform Allowance Conversion for qualifying unit members.

C. A new unit member will receive an initial fiscal year uniform allowance equal to one-twelfth (1/12) of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first sixty (60) days of employment.

D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to one twelfth (1/12) of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of

a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of two (2) months or longer, shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual allowance for each month of extended leave.

F.

1. On or before August 1 of each MOU year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	$320
SAU (Tactical)	$320
Air Patrol	$320
Solo Motor	$320
SCUBA Team	$320
TRU	$320
Detectives*	$320
Bike Officers**	$320
Honor Guard	$320

* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

** Bicycles will be furnished by the City

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each MOU year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	$320
SAU (Tactical)	$320
Air Patrol	$320
Solo Motor	$320
SCUBA Team	$320
Detectives	$320
TRU	$320
Bike Officers	$320
Honor Guard	$320

The provisions of Subsection D of this Section shall apply to this Subsection.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, eight hundred dollars ($800).

2. Upon replacement of his ballistic vest, a unit member shall be entitled to the above eight hundred dollar ($800) reimbursement every five (5) years.

H.

1. The City agrees to reimburse a unit member for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the unit member, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	$203
Business Dress	$54
Sport Coat	$120
Dress Shirt	$22
Dress Trousers	$42
Dress Skirt	$35
All Shoes	$52
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	$100
Glasses - prescription	$165
Sunglasses -non-prescription	$20
Watches	$62
Jewelry	$53
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	$90
Ballistic Vest	ALL
Service Weapon and attached accessories	(up to cost of City weapon) authorized

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.

3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.

4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.

I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.

J. Upon duty related retirement, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all three (3) duty magazines, for one dollar ($1.00). If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for one dollar ($1.00) which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:

1. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years, at retirement the unit member may purchase his dog for one dollar ($1.00).

2. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.

Section 5-7: Reimbursement for Education Expenses

A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. The maximum sum reimbursable to a unit member **in a fiscal year** shall be **$6,500**. **For the 2012 – 2014 MOU, an employee may submit tuition expenses incurred in the first fiscal year in the second fiscal year to a maximum total reimbursed during the MOU of $13,000.**

2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Chief of Police and the Human Resources Director as provided in existing regulations.

3. Unit members shall be allowed to use up to $500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-8: Leave of Absence

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to ten (10) hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

Section 6-2: Copies of Memorandum

Within sixty (60) days that this Memorandum is adopted by the City Council, the Association will arrange for printing of jointly approved copies of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV

(City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding

A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Chief of Police, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

B. The Association recognizes the powers, duties and responsibilities of the Chief of Police as set forth in the Charter and Ordinances and that pursuant thereto the Chief of Police has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.

C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Chief of Police, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum

A. Within sixty (60) days from the date this Memorandum is adopted by the City Council, the Department shall print copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each MOU year or as soon thereafter as possible. Prior to the printing of the described changes, the Chief of Police or his representative shall review such changes with a representative of the Association to insure that such changes are consistent with the specific express terms of the Memorandum.

B. During the preparation of changes to the Department’s Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

Section 6-5: Physical Fitness

A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

To assist a unit member in this respect, the City agrees to provide and maintain an exercise machine for each precinct station, Deer Valley, Resource Bureaus, 620 West Washington facilities, and at the Training Academy.

B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.

C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.

D. **The Association will participate on a Police Department Wellness Committee to develop and implement wellness initiatives. Final approval of such initiatives rests with the Police Chief.**

Section 6-6: Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2012**, up to the beginning of the first regular pay period commencing in July **2014**.

B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.

C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.

D. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this
3rd day of May, 2012

Will Buividas, Chief Negotiator, Phoenix Law Enforcement Association (PLEA)

Lori Steward, Labor Relations Administrator, City of Phoenix

David Cavazos, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED TO FORM:

ACTING City Attorney, City of Phoenix

PLEA Team
Will Buividas, Chief Negotiator
Tim Baiardi
Joe Clure
Ken Crane
Bill Galus
Melissa Sayban
Toby Sexton
Tom Tardy

City of Phoenix Team:
Lori Steward, Labor Relations Administrator
Judy Boros, HR Supervisor
Tom Dobrick, Sr HR Analyst
Blake McClelland, Assistant Chief
Benny Pina, Commander
Kevin Robinson, Assistant Chief
A. B. Smith, Commander

ATTACHMENT A

POLICE OFFICERS UNIT

Sworn police officers below the rank of Sergeant, including assignments, but excluding all other classes and positions, including Law Specialist, Sergeants, Lieutenants, Captains, Majors, Assistant Police Chiefs, Police Chief, and all non-sworn Police Department employees.

ATTACHMENT B

2012 – 2013 WAGES
EFFECTIVE July 9, 2012

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	22.23	1,778.40	46,238
2	23.40	1,872.00	48,672
3	24.75	1,980.00	51,480
4	26.19	2,095.20	54,475
5	27.74	2,219.20	57,699
6	29.34	2,347.20	61,027
7	31.01	2,480.80	64,501
8	33.47	2,677.60	69,618
9	34.82	2,785.60	72,426
*10	36.13	2,890.40	75,150
*11	37.48	2,998.40	77,958
*12	38.88	3,110.40	80,870
*13	40.31	3,224.80	83,845

* Only unit members assigned to the Air Support Unit and who are qualified for one of the four positions described in Article 3-1 Sections c, d, e, and f are eligible to receive pay at this step.

ATTACHMENT C

Phoenix Law Enforcement Association (PLEA)
Required Stability Indicators to Achieve Concession Restoration in 2013-14

In 2013-14, the remainder of the 2010-2012 3.2% compensation concession level not restored in 2012-13 will be restored, if all six indicators below are met. Full restoration will also result in an additional 0.1% wage increase. The six indicators are:

1. Additional direct services are provided to the community in the 2013-14 General Fund (GF) Budget equal the same dollar amount, or higher, as General Fund direct services to the community, as recommended in the 2012-13 Trial Budget.
2. City maintains its AAA bond rating.
3. Actual 2012-13 GF revenue collections equal at least the amount in the adopted 2012-13 GF Budget.
    a. If the City Council takes any action subsequent to the adoption of the 2012-13 Budget that negatively affects revenue collected in 2012-13, then for purposes of this section, the corresponding amount of decreased revenue will be subtracted from the 2012-13 GF budgeted revenue.
4. No direct service reductions are necessary to close a budget shortfall for 2013-14 GF budget.
5. No cuts to state-shared GF revenue formulas.
6. *City achieves $5 million or more in additional innovation & efficiency (I & E) cost savings in 2012-13.

    *The matrix below will be followed if indicators 1-5 are achieved, but indicator 6 is not fully realized:

Indicators Achieved in Addition to Achievement of Indicators 1-5	Restoration Level
2012-13 additional I & E cost savings is $4 million or more but less than $5 million	Restoration of 75% of remaining concessions which includes restoring vacation sell-back and 1.43% DCP
2012-13 additional I & E cost savings is $2.5 million or more but less than $4 million	Restoration of 50% of remaining concessions which includes restoring vacation sell-back and 0.93% DCP

2012-13 additional GF I & E cost savings is $1 million or more but less than $2.5 million	Restoration of 25% of remaining concessions which includes restoring vacation sell-back and 0.43% DCP

The amount of restoration available will be reduced by the total compensation value to the unit of any increase in 2013-14 city health insurance premiums over 3%.

Required Stability Indicators for wage increase:
Beyond full restoration of the 2010-2012 3.2% compensation concession level, the achievement of the indicators below are necessary for any wage increase in 2013-14. The matrix below will be used to determine the level of wage increase in 2013-14:

Indicators Achieved	Wage Increase
• All indicators necessary to attain full compensation restoration are achieved. • Growth in actual 2012-13 GF revenue over the actual 2011-12 GF revenue is between 6.0% and 8.0%.	0.2% wage increase
• All indicators above are achieved. • 2012 Community Attitude Survey results show Phoenix residents' overall satisfaction with City performance does not decrease by a statistically significant amount as compared to 2010 results. • Growth in actual 2012-13 GF revenue over the actual 2011-12 GF revenue is above 8.0% and less than 9.0%.	One-quarter of the percentage increase for the 2012 annual Western Region Consumer Price Index[1] as provided by the US Department of Labor- Bureau of Labor Statistics, up to a maximum 2.5% wage increase
• All indicators above are achieved. • Growth in actual 2012-13 GF revenue over the actual 2011-12 GF revenue is 9.0% or above.	One-half of the percentage increase for the 2012 annual Western Region Consumer Price Index[1] as provided by the US Department of Labor- Bureau of Labor Statistics, up to a maximum 2.5% wage increase

[1]*The 2011 annual increase to the Western Region Consumer Price Index as provided by the US Department of Labor- Bureau of Labor Statistics was 2.8%.*

ATTACHMENT D

MONTHLY HEALTH INSURANCE RATES
EFFECTIVE AUGUST 1, 2011 – December 31, 2012

PLAN	TOTAL COST	CITY COST	EMPLOYEE PAYS MONTHLY
CIGNA HMO			
Employee Only	$ 470.78	$ 376.62	$ 94.16
Employee & Family	$1,356.64	$1,085.32	$271.32
BCBS HMO			
Employee Only	$ 457.70	$ 366.16	$ 91.54
Employee & Family	$1,319.00	$1,055.20	$263.80
BCBS PPO			
Employee Only	$ 518.52	$ 414.86	$103.66
Employee & Family	$1,494.14	$1,195.36	$298.78

* Employee contributions are made twice monthly (one half of the total monthly cost deducted from each paycheck except for the third paycheck in any month).

ATTACHMENT E

MONTHLY DENTAL INSURANCE RATES
EFFECTIVE AUGUST 1, 2011 – December 31, 2012

PLAN	TOTAL COST	CITY COST	EMPLOYEE PAYS MONTHLY**
DENTAL HMO			
Employee Only	$ 23.03	$23.03	$00.00
Employee & Family	$ 63.46	$47.60	$15.86
DENTAL PPO			
Employee Only	$ 51.90	$ 51.90	$00.00
Employee & Family	$143.05	$107.29	$35.76

** Employee dental contributions are deducted in full from the first paycheck of each month.

ATTACHMENT F

DRUG TESTING

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment F.

ATTACHMENT G

RETIREE HEALTH CONTRIBUTION

City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

Less than 5 years of service	$117.00
5 to 14 years of service	$135.00
15 to 24 years of service	$168.00
25 or more years of service	$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)*

Retiree only not on Medicare	$150.00
Retiree & family not on Medicare	$260.00
Retiree only on Medicare	$100.00
Retiree - one with Medicare	$215.00
Retiree - all on Medicare	$170.00

*Rates shown are for the 2012 calendar year. For current rates, see http://www.psprs.com/

ATTACHMENT H

Work Schedule Examples

EXAMPLE 1 (5/8 SCHEDULE – NON CONSECUTIVE N DAYS):

S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	N			N			N	P					P	N	N						N	N

EXAMPLE 2 (4/10 TO 5/8 TO 4/10 SCHEDULE):

F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	N	N					N	N	N					P	N	N					N	N	N

EXAMPLE 3 (4/10 TO 5/8 TO 4/10 WITH MORE THAN 5 CONSECUTIVE DAYS OF WORK):

S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			N	N	N					P	P	P	P	N	N		N	N	N			

EXAMPLE 4 (5/8 TO 4/10 TO 5/8):

S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	N						N	N		N	N	N						P	P	P	N	N

4/19/04