

ADOPTED BY THE  
MAYOR AND COUNCIL

August 9, 2022

RESOLUTION NO. 23498

RELATING TO EMPLOYEE RELATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR AGREEMENT BETWEEN THE CITY OF TUCSON (CITY) AND COMMUNICATION WORKERS OF AMERICA; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

WHEREAS, the current Labor Agreement with the Communication Workers of America (CWA) was adopted by Resolution No. 22418 on July 7, 2015, and was effective July 1, 2015 through June 30, 2019; and

WHEREAS, extensions of the Labor Agreement were authorized and approved by Memorandum of Understanding (MOU) between the City Manager and CWA by Mayor and Council for additional one-year periods by adopting Resolution No. 23031 on May 21, 2019, Resolution No. 23188 on June 30, 2020, and Resolution No. 23327 on April 20, 2021.

SECTION 1. Pursuant to Tucson City Code (TCC), Chapter 14, Sections 14-2(6), 14-2(9) and 14-11, the Labor Agreement with the Communication Workers of America, effective July 1, 2022 through June 30, 2027, attached hereto as Exhibit A, is authorized and approved.

SECTION 2. The City Manager is authorized to execute said Agreement on behalf of the City, and the City Clerk is authorized and directed to attest the same.

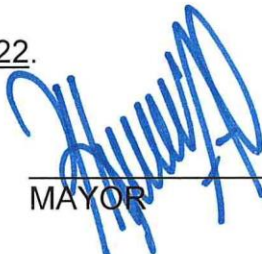
SECTION 3. Tucson Charter, Chapter VII, Section 2, and Tucson Code Section 10-31(4) provide that the annual compensation recommendation is subject to legislative adoption, modification or rejection on an annual basis. Approval of the Agreement does not limit the legislative authority of the Mayor and Council relating to compensation and employment matters.

SECTION 4. Approval of the Agreement does not limit the management rights of the City's management officials, as provided in Tucson Code Section 14-13.

SECTION 5. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 6. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, August 9, 2022.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

COMMUNICATION WORKERS OF AMERICA, AFL/CIO  
JULY 01, 2022 – JUNE 30, 2027



EXHIBIT A TO RESOLUTION NO. 23498

CITY OF TUCSON CONTRACT NO. 18186-3

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## **ARTICLE I SCOPE**

This Agreement permits the recognition by the City of a single labor organization to represent that employee group consisting of clerical, administrative, professional, and technical, non-supervisory, non-confidential employees, as set forth in the Tucson City Code and who are, become, and remain members of the Communications Workers of America (CWA) hereafter referred to as the union. The goals and intentions of this Agreement are to achieve better understanding between both parties and to provide for the harmonious and collaborative relationship between the City of Tucson management, supervisory personnel, and its employees. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment that promote mutual respect and sustain human dignity.

This Agreement fully and completely incorporates all understandings and agreements between the parties and shall supersede all prior Agreements.

The City agrees to abide by all terms and conditions of this Agreement, and within 90 days of the final ratification of this Agreement further agrees to amend all appropriate City Administrative Directives/City Policies to implement the provisions specified herein. This Agreement shall serve as the sole source of these rights.

## ARTICLE II DEFINITIONS

The following definitions and terms apply throughout this Agreement:

1. **ABSENCE WITHOUT LEAVE (AWOL)**: If an employee fails to return immediately upon the expiration of any leave of absence or fails to report to the work site without notifying their direct supervisor, or is on an unauthorized absence, without notice or permission, the employee shall be considered absent without leave (AWOL).
2. **ADMINISTRATIVE DIRECTIVES**: Formal City policies designed to direct and/or guide City employees and operations.
3. **CITY** or **EMPLOYER**: The City of Tucson and its management.
4. **COMPENSATORY TIME**: Accumulated time off for overtime-eligible employees in lieu of cash payment accrued at a rate of one and one-half hours of leave time for each hour of overtime worked.
5. **CONFIDENTIAL EMPLOYEE**: Confidential employee means any individual who regularly assists or acts in a confidential capacity to an individual, manager, or supervisor who formulates, determines, and effectuates management, personnel, or labor relations policies, or who has access to confidential or discretionary information regarding the formulation of city policy or procedures; or whose functional responsibilities or knowledge concerning employee relations makes the employee's membership in a labor organization incompatible with that employee's duties.
6. **DAYS**: Calendar days unless designated as working days.
7. **DEPARTMENT**: Any recognized department or like unit within the City's organizational structure.
8. **DESIGNEE**: A management level employee of the City of Tucson authorized to act on behalf of the City Manager or a Department Director, as specified in this Agreement; or a union representative/member authorized to act on behalf of the union President, as specified in this Agreement.
9. **DIRECTOR**: The current or acting head of a City department.
10. **DISCIPLINE**: Formal documented sanction (written reprimand, suspension, demotion, termination) taken against an employee by the City.
11. **EMPLOYEE**: A union-eligible permanent employee of the City of Tucson, who is not determined to be a "supervisor" or "confidential employee".



12. **EXEMPT EMPLOYEE**: An employee who is not eligible for overtime under the provisions of the Fair Labor Standards Act (FLSA).
13. **FAMILY MEDICAL LEAVE (FML)**: The Family and Medical Leave Act entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.
14. **HUMAN RESOURCES**: The City of Tucson's central Human Resources Department.
15. **LEAVE WITHOUT PAY (LWOP)**: A short-term, temporary non-pay status and absence from work which may be granted at the employee's request. LWOP must be requested in advance, whenever possible, so that adequate arrangements can be made for completion of the employee's work while out on LWOP. The permissive nature of LWOP distinguishes it from absence without leave (AWOL) which is an unauthorized absence considered a serious conduct matter which can lead to disciplinary action.
16. **MAY**: An optional act or action.
17. **MEMBER**: A City employee who is an eligible dues-paying member of CWA.
18. **PAF**: Political Action Fund
19. **PERMANENT EMPLOYEE**: Any employee who has passed their initial probationary period in a civil service position.
20. **PROBATIONARY EMPLOYEE**: A newly hired employee whether full-time or part-time who has not completed their initial probationary period in a civil service position. Probationary employees shall be covered by the provisions of this agreement under Article XIII only and no grievance may be filed on their behalf relating to discipline or discharge from employment.
21. **REPRESENTATIVE**: An elected or appointed member duly registered with City Human Resources that represents the union in an official capacity.
22. **SCHEDULED LEAVE**: Subject to the approval of the Department Director/designee, with concurrence of the HR Director/Designee, departments may place a permanent employee on a scheduled leave of absence without pay when the purpose for the leave can be demonstrated to benefit the City. Such leaves will not be regarded as a right of employment and will be approved only when the organization will not be adversely affected. Duration of the leave is limited to 12 consecutive months.

23. **SHALL**: A mandatory act or action.
24. **SUPERVISOR**: Any individual, except lead persons, having authority in the interest of the City either to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances.
25. **UNION**:
  - A. "Union" shall refer to the Communications Workers of America (CWA) International Union.
  - B. "union" shall refer to Communication Workers of America (CWA) Local 7000 and its City of Tucson unit.
26. **UNION DUES**: Two (2) hours of pay per month deducted bi-weekly.
27. **UNSCHEDULED LEAVE**: Unscheduled absences are those absences from duty which could not have been foreseen or requested by the employee in advance of the employee's shift preceding the absence. Subject to the approval of the Department Director/designee, departments may place an employee on approved Leave Without Pay (LWOP) or Absence Without Pay (AWOL) when an employee has an unscheduled absence and has no accrued leave available for use, provided the leave is not due to a medical leave previously approved by Human Resources (A.D. 2.01-7, Employee Leaves).
28. **WORK IMPROVEMENT PLAN**: A Work Improvement Plan (WIP), sometimes called a Performance Improvement Plan (PIP), is a tool to give an employee demonstrating performance deficiencies the opportunity to succeed. A WIP is not discipline.

## ARTICLE III RECOGNITION

### **SECTION 1. UNION RECOGNITION:**

The union is hereby recognized as the exclusive labor organization for all permanent clerical, administrative, professional, and technical, non-supervisory, non-confidential employees covered by this Agreement as defined in Tucson Code, Chapter 14.

Unless otherwise provided for in this Agreement, all negotiations or discussions shall be accomplished between the City Manager/designee, and the President/designee of the union, for the primary purpose of representing and dealing with employee concerns and grievances under the terms and conditions of Tucson Code, Chapter 14.

### **SECTION 2. AFFILIATIONS:**

During the term of this Agreement, the union shall not enter into any affiliation of a formal basis with any other organization that negotiates with the City over wages or working conditions.

### **SECTION 3. PRINCIPLES OF CONDUCT:**

The City and the union will follow basic principles and rules of conduct as specified in this section of the labor agreement. Failure to observe basic principles and rules of conduct specified below will be considered a violation of this Agreement.

- A. The City management and supervisory personnel and the union will strive to work collaboratively.
- B. The City management and supervisory personnel and the union will truthfully exchange all pertinent facts and information on matters involving employee relations including but not limited to an Exhibit A and/or an employee work improvement plan.
- C. The City management and supervisory personnel and the union will not use profanity, belittling language, or aggressive tones or actions with each other.

## **ARTICLE IV RIGHTS OF REPRESENTATION**

### **SECTION 1. REPRESENTATION SUBJECTS:**

The union has the exclusive right to represent its members in any negotiation, for, and on behalf of its members under this Agreement, following established procedures set up by the City Charter, City Code, and the Civil Service Commission Rules and Regulations, Administrative Directives/City Policies, and this Agreement, on the following subjects:

- Wage and salaries
- Benefits
- Working conditions

### **SECTION 2. WAGE AND SALARY NEGOTIATIONS:**

The union acknowledges that representation of members on wages and salaries shall be subject to, limited by, and conducted only in accord with provisions of City Charter, Chapter VII, Section 2. If the Mayor and Council designate and delegate the City Manager the authority to negotiate wage and salary disputes on behalf of the Mayor and Council, the union will then recognize the City Manager, or designee, as the sole representative of the City for negotiations of such wage and salary disputes. Wage and Salary discussions are strictly subject to the limitations of City Charter, Chapter VII, Section 2 and all negotiations are subject to legislative adoption, modification or rejection.

### **SECTION 3. INFORMAL PROBLEM RESOLUTION PROCESS:**

The process of resolving conflict within the work setting is one of the most challenging efforts that any two (or more) individuals can undertake. The belief is that all parties involved will work on the basis of the conflict until such time that all aspects of the conflict are fully understood and concluded. Conclusion of an issue in conflict may include recognition that the resolution sought by an employee is not possible within the organization at the present time. In addition, for this process to be fully utilized, it is necessary that all parties approach the process with full commitment, thereby suspending their preferences for only one solution and readily listening to all concerns and options presented.

### **SECTION 4. WORK IMPROVEMENT PLAN (WIP):**

A Work Improvement Plan (WIP), sometimes called a Performance Improvement Plan (PIP), is a tool to give an employee demonstrating performance deficiencies the opportunity to succeed. It should not come as a surprise to the employee and should not (in most instances) be used for a one-time issue. The WIP is used to address specific job goals or to improve behavior-related concerns and provides a timeline within which to meet the goals. A WIP is not discipline.

Performance improvement is measured by identifying performance deficiencies, providing tools and expectations to correct or adjust these deficiencies and measuring the outcome over a defined period.

A WIP should include:

- Performance /behavior that needs improving
- Specific examples of performance/behavior not meeting standards
- Measurable objectives as set out in expected standards of performance/behavior
- Training and support given to the employee during the defined period of the WIP
- Scheduled meetings to assess progress

**SECTION 5. DISCIPLINE:**

At any time, a union member may ask to have a union representative present. Management will not refuse the member's request. Management is allowed to meet with, coach, and speak with its employees regarding performance, completion of job duties, assignments, department operations and other personnel matters on a day-to-day basis. Management will comply with currently applicable City of Tucson Administrative Directives when taking disciplinary action.

In any meeting of a disciplinary nature, including investigatory interviews, the member shall be permitted the presence of a union representative, and the department shall inform the member and the union or union steward of the subject of the meeting. The City will allow at least 48 hours for the affected union member to summon an available union representative.

The union representative shall have the right to confer privately with the union member and shall be allowed to speak on behalf of the member. The mutual goal is not to interfere with the investigative dialogue; rather, to ensure mutual respect during meetings.

The City will notify the union within 24 hours of the initiation of an investigation of a union member, and will complete the investigation within 45 days. The City or the union may request an extension beyond 45 days, and requests must be in writing and include the reason(s) for the extension. City Human Resources (HR) will authorize final approval of extensions.

The Notice of Intent (NOI) shall be served upon the member within 15 calendar days of the City having made a final determination as to the intended course of action. The notice shall be provided to the member at least 48 hours in advance of the pre-discipline meeting. At this meeting the member shall be permitted to bring a union representative.

The written notice given to the member by the City advising them of proposed discipline shall contain language advising the member of their rights to union representation.

All discipline will be based upon Just Cause as defined by Tucson City Charter and Tucson City Code.

## ARTICLE V MANAGEMENT RIGHTS

### **SECTION 1. AUTHORITY:**

The rights of the City, through its management officials, include but are not limited to, the following:

- A. To determine the purpose of each of its departments;
- B. To exercise control and discretion over the organization and efficiency of the operations of the City;
- C. To set standards for services to be provided to the public;
- D. To direct the employees of the City, including the right to assign work and overtime;
- E. To hire, examine, classify, promote, train, transfer, assign, and schedule City employees;
- F. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- G. To increase, reduce, change, modify, or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds, or material change in duties or organization of a department;
- H. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- I. To establish, modify, combine, or abolish job classifications;
- J. To change or eliminate existing methods, equipment or facilities;

The City's management rights are not overturned or diminished in any way by any expressed or implied duty or obligation to meet and confer. Retained management rights are not subject to the grievance procedure contained in any labor agreement, nor are they subject to any other appeal or complaint process.

### **SECTION 2. CONTRACTING WORK:**

It is the general policy of the City to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary, in the interest of efficiency, economy, improved work product, or emergency, as determined by the City Manager, or designee. The City may contract out work to supplement the regular workforce, but may not supplant permanent union members.

**SECTION 3. LAYOFF:**

Whenever a reduction in employees is required because of a shortage of funds or work, or a material change in duties or organization, members may be subject to layoff under the provisions of Civil Service Commission Rules and Regulations.

- A. In the event the City chooses to contract for City services, which may result in the layoff of any permanent union member covered by this agreement, the City agrees to provide to the union written notification of the intention to layoff permanent union members at least twenty-one (21) calendar days prior to the intention of layoff. Such notification will include the reason(s) for the decision and number of positions (by job title) that may be eliminated. Upon request, the union may receive a list of the individual union members who may be affected, including job title and seniority date. The union may provide input at any time after notification is issued. The union will receive notice and be invited to attend all meetings scheduled with employees that involve transfer of any departments to any other agency (governmental or private). The union shall receive periodic status reports from Human Resources upon request.
- B. The City will assist affected union members in seeking alternative placement in positions at or below their current level for which they are qualified, within the parameters of the Civil Service Commission Rules and Regulations — (Transfers and Layoffs; Establishment of Employment Lists and Use), and City Administrative Directive – Civil Service Open Competitive Recruitment, Examination, Certification and Appointment.
- C. Any resulting layoff, displacement or recall of union members will comply with the Civil Service Commission Rules and Regulations.
- D. In the event of recall or rehire within two years following a layoff, the union member's seniority will be bridged and adjusted for purposes of vacation and shift assignment, in accordance with Article VII, Section 1 of this Agreement.

**SECTION 4. RIGHT TO CONFER:**

The exercise of management rights does not preclude members or their representatives from consulting or conferring with management about the practical consequences of management decisions.

## ARTICLE VI UNION RIGHTS

### **SECTION 1. DESIGNATION OF UNION REPRESENTATIVES:**

The union shall designate union representatives who will represent members covered under this Agreement. The distribution of union representatives will be managed so as not to create a hardship for any one department or division. The names of representatives shall be submitted in writing to the Human Resources Department. The Human Resources Department will notify the City Manager and Department Directors of the designated union representatives.

### **SECTION 2. UNION REPRESENTATION:**

Union representatives/stewards will be permitted to leave their work area for a reasonable period of time with the authorization of their Department Director, or designee, to conduct research and prepare materials related to representation and/or to represent an eligible dues-paying member requesting representation in accordance with Tucson City Code, Chapter 14 and this Agreement. In such instances, authorization to leave will not be withheld for arbitrary and/or capricious reasons and union representatives/stewards will be permitted reasonable time during regularly scheduled hours of employment, without loss of pay.

### **SECTION 3. NON-CITY UNION REPRESENTATIVES:**

The names of non-City union representatives shall be provided in writing to the Human Resources Director. Any representative, with prior approval of the Department Director/designee, will be permitted reasonable access to work areas for the purpose of ensuring the provisions of this Agreement are followed. Barring an emergency, a request for access must be made at least two (2) hours in advance. The time and the purpose of the visit must be included in the request and the representative may be asked to report to the Department Director's office before the beginning of the visit.

### **SECTION 4. UNION TIME OFF:**

Union representatives who are employees of the City shall be permitted union time off for the purpose of conducting external union business, such as attending training or conferences. The local union President or designee will initiate the request for union time off at least 30 days in advance unless mutually agreed upon by the department and the union. These requests shall not be unreasonably denied. Denial of a request will be reviewed by the City Human Resources Department.

Union time off shall be reported by the member using a leave card or a reporting system.

Union release time authorized by the Department or Human Resources Director will not adversely affect an employee's performance evaluation.



**SECTION 5. ATTENDANCE AT CITY MEETINGS:**

The Human Resources Director shall approve two (2) members, not from the same department, designated by the union to attend Civil Service Commission meetings or City Council meetings where matters directly affecting the union, member wages, hours, and/or conditions of employment are scheduled for discussion. Should simultaneous meetings of the Civil Service Commission and the City Council occur in which union matters are presented, the union may designate an additional member to attend. Authorization for attendance at such meetings shall not be unreasonably withheld.

If the representative attends a City meeting as identified below, and that meeting exceeds the representative's normally scheduled work hours, the representative will leave the meeting or remain without compensation. If the representative gets prior approval from their chain of command, they may change their work hours for the day of the meeting.

More than one union representative and one non-City representative may participate in the following authorized City meetings:

- A. Representing employees in the grievance process (up to 2 union representatives; upon request and permission from the City Human Resources Department, an additional representative trainee may attend one meeting)
- B. Representing employees in investigatory meetings and/or pre-disciplinary discharge review meetings (up to 2 union representatives)
- C. Participation at monthly labor-management meetings with Human Resources (up to 2 union representatives)
- D. Participation on the Citywide Safety Committee. (Up to 4 union representatives)
- E. Participation in other joint union/City meetings or activities (up to 2 union representatives)
- F. Representation of members in appeals hearings before the Civil Service Commission (up to 2 union representatives)

**SECTION 6. AGREEMENT NEGOTIATIONS:**

The union shall be permitted to designate a combination of no more than five (5) members or non-City representative(s) to participate in the annual wage negotiations and formal Agreement negotiations.

Union members selected for the negotiating team will be paid by the City for up to 40 hours of preparation time for negotiating a new agreement, and up to 20 hours of preparation time for reopener or annual wage/hour sessions. Any days spent in negotiations with the City, and preparation time, as identified above, are considered paid time. The union may request additional preparation time; this may be granted by the

Human Resources Director. Such additional preparation time, if granted, will be paid by the City.

Any time spent before or after negotiations will be additional authorized preparation time. When full day negotiations occur, partial days are treated as full days and paid by the City. However, if the union does not require this additional preparation time, the union will release the negotiation team to return to their City work assignments.

If the representative is involved in formal Agreement negotiations with the City, and that meeting exceeds the representative's normally scheduled work hours, the representative will leave the meeting or remain without compensation. If the representative gets prior approval from their chain of command, they may change their work hours for the day of the meeting.

**SECTION 7. UNION INPUT ON CLASSIFICATION, COMPENSATION AND MEDICAL/DENTAL BENEFITS:**

- A. The union may address in person and/or in writing, any consultant employed by the City or committee formed for the purpose of studying and/or recommending changes to the City's position classification and/or compensation system.
- B. The union shall be permitted to address in person and/or in writing any consultant employed by the City or committee formed for the purpose of studying and/or recommending changes to the City's existing Medical and Dental Benefits Plans.
- C. The union and the city shall meet at least once a year to discuss compensation, classification, and/or medical/dental benefits.

**SECTION 8. UNION ACTIVITIES DURING WORK HOURS:**

No union activity or business of any kind will be conducted during working hours or on City premises that is not permitted under Tucson City Code or as otherwise provided for in this Agreement.

This does not preclude union members from having conversations with fellow employees regarding the union during non-work time in non-work areas.

The union will be permitted to participate in Open Enrollment/Benefit Fairs and Employee Charitable Aid Program (ECAP) events. The union may request the ability to participate in other City-sponsored events for City employees. All requests must be made to the Human Resources Director and will be reasonably considered.

**SECTION 9. POLITICAL ACTIVITIES:**

The conduct of political activities by the union shall be in accord with Tucson City Code and the City of Tucson Political Activity Guidelines. Reports of violation of Tucson City Code or the City of Tucson Political Activity Guidelines shall be forwarded in writing to the City Manager, who will consult with the President of the union and initiate an immediate investigation into the allegations of violations.

**SECTION 10. NEW EMPLOYEE ORIENTATION:**

The union will be given the opportunity to meet with and provide information to newly hired union- eligible employees as a part of the City's orientation. Thirty (30) minutes will be allocated for the union's presentation. The Human Resources Department will provide a separate location solely for the purpose of conducting union orientation.

The Human Resources Department will provide seven (7) calendar days advance notification to the union of the date, time, and location. The union will be notified of the number of eligible new employees scheduled for orientation forty-eight (48) hours in advance.

If the date, time, or location is changed, the Human Resources Department shall notify the union as soon as possible providing the newly established date, time, and location.

**SECTION 11. UNION DUES AND DEDUCTIONS:**

The City agrees to deduct Union dues in the amount determined by the Secretary-Treasurer of the Communications Workers of America (CWA). The City also agrees to deduct a separate contribution for the Political Action Fund (PAF). Union dues deductions are based on the member's hourly rate of pay, however, the member will determine the dollar amount of the contribution to the PAF. Both the Union dues and the contributions covered by this Agreement will be remitted bi-weekly to the Union, under rules agreed upon from time to time by the Union and the City. Each deduction will be reported separately and remitted bi-weekly to the CWA International. No such deduction shall be made except upon written authorization of each employee. Such authorized deduction shall remain in effect until notice of cancellation is given in writing by the employee during the last two (2) weeks before the anniversary of the contract expiration date and on the deduction authorization form maintained by the Payroll Division, City of Tucson.

Bi-weekly dues/deductions will be remitted to the CWA National Headquarters in Washington, D.C. along with the following information on current members as authorized by the employee on the deduction card:

- Name
- Address
- Date of Hire
- Social Security Number
- Current Union Deductions
- Current Hourly Rate of Pay
- Information shall be in alphabetical order by last name
- Notification of any changes and cause for withdrawal

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the City in complying with the provision of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**SECTION 12. PRINTING COSTS:**

The City Manager's Office agrees to pay fifty percent (50%) of the costs associated with the printing of the Agreement, upon receipt of documented costs by the City from the union.

**SECTION 13. UNION BULLETIN BOARDS:**

The City agrees to provide a minimum of 2' x 2' space on a bulletin board in each work area where members report to work.

Prior to posting, all materials shall be initialed by an authorized union representative and reviewed, approved, and initialed by the Human Resources Director/designee. Such authorization shall be made within forty-eight (48) hours of the union's request. Material containing inflammatory/derogatory statements directed towards the City of Tucson, City employees, or elected officials will be removed immediately. Authorization to post items of union interest shall not be unreasonably withheld.

No City employee shall tamper with the contents of a union bulletin board. Union bulletin boards shall be used for the posting of all materials relating to union activities.

**SECTION 14. USE OF CITY COMMUNICATIONS SYSTEMS:**

The City shall permit union representatives to use City electronic communications and inter-office mail systems for grievance and joint City/union business. A City e-mail account and intranet access will be provided to any employee who is a union representative and non-city union officer. The City's communications system will not be used for recruiting new members. All electronic communications are guided by City policy concerning electronic communication systems as established in Administrative Directive 1.08-4.

**SECTION 15. CONFERENCE BOARD:**

Conference Board meetings shall be held upon call of either the union or a City Department Director. The purpose of such meetings shall be to reach agreement on interpretation of this Agreement. The Conference Board meetings may include discussions of City Administrative Directives and Policies, departmental rules and policies.

The Conference board shall not exceed three (3) representatives from the City management, three (3) representatives from the union, and at the request of either the union or the Department, a representative of the City Human Resources Department shall attend. It shall be the function of the City Human Resources representative to attempt to resolve any dispute or difference in interpretation of this Agreement. The date, time and location for a Conference Board Meeting shall be mutually agreed upon by all parties. The initiating party shall notify the receiving party, in writing, two (2) weeks in advance of the meeting and describe the subject(s) to be discussed. Should an issue be deemed urgent by either party, a Conference Board shall be scheduled within forty-eight (48) hours of written notification of the other party.

If the City Manager is required to resolve an Agreement dispute, the decision will be provided, in writing, to the union and the Department Director.

## ARTICLE VII WORKING CONDITIONS

### **SECTION 1. SENIORITY RIGHTS:**

For this agreement, seniority is defined as the member's length of service with the City as a permanent employee. A member who leaves the City and returns within a two year period shall have prior continuous service counted. A member who left the service of the City and returned after a two-year period will not receive credit for prior service.

If classification, skills, and experience are equal, seniority shall be the primary consideration in the selection of shift assignments, overtime, meal breaks, and vacation leave requests. The City has the right to determine such assignments and requests to ensure the adequate delivery of City services. Previously approved leave will not be rescinded based on seniority rights alone.

### **SECTION 2. ALTERNATIVE WORK SCHEDULES:**

The City and the union mutually recognize the benefit alternative work schedules may have on the recruitment and retention of qualified employees and the need for flexibility with regard to commencement/departure times.

The employee will submit in writing a request for an alternative or innovative work schedule to the Department Director with a copy to their supervisor and the department's human resources manager. The Department Director agrees to make a good faith effort to accommodate an employee's request for an alternate work schedule within the context of operational requirements. The Department Director will provide a response to the employee and to the human resource manager within 15 business days from receipt of the written request.

If after a period, the Department Director determines that there is a business reason to discontinue an alternative work schedule, management will inform the affected employee of the proposed change to the schedule and allow an opportunity to discuss the reasons and possible alternative solutions to the schedule change. If a decision to change the alternative schedule is finalized, the department director will provide reasonable written notice of the change, including the reasons for the change and an explanation of suggested alternative solutions.

### **SECTION 3. MEAL AND BREAK PERIODS:**

A lunch period is a daily 30-minute (minimum) scheduled unpaid time off work for a meal that is not counted as hours worked for non-exempt employees. The lunch period cannot be taken at the beginning or end of the workday. An employee must take a lunch period if their shift is six (6) or more hours, (does not apply to Public Safety Communication employees or Court Initial Appearance Team).

If a member is required to work through their lunch for urgent City business they shall be compensated through flextime, compensatory time or overtime as deemed appropriate.

Members will be allowed to take two (2) fifteen-minute breaks per work day, subject to department operation.

**SECTION 4. MAKE-UP TIME:**

If a member is not present at the start of their shift or during their shift, the member may request the use of available leave time. Approval will be based on department/division policy. A member may, at the discretion of their department, have the option to make up the time lost by the end of that work week.

**SECTION 5. TEMPORARY SCHEDULE ADJUSTMENT:**

A member may request a temporary work schedule that deviates from their normal work schedule. Such requests shall include the justification for the change, must be submitted in writing to their department, and are subject to department approval. Permission shall not be unreasonably withheld.

**SECTION 6. OVERTIME:**

For overtime-eligible employees the overtime calculation is based on actual hours worked, including paid vacation leave and holiday leave, in excess of 40 hours in a seven (7) consecutive day work period and will be compensated at 1-1/2 times the employee's hourly rate. Overtime may be compensated by payroll payment or by compensatory time at the employee's request, however, final authority in making the determination of payroll payment or compensatory time rests with the Department Director.

Accumulated compensatory time shall not exceed one hundred (100) hours. Compensatory time will be paid out annually in November for hours accumulated in excess of 40 hours. When a member transfers departments or promotes to a higher pay grade accumulated compensatory time will be paid out in full.

The City shall distribute the opportunity for overtime equitably and fairly among interested employees or a group of interested employees within the same classification, function, and/or work location and shift. If there are more qualified employees than needed for the available overtime, assignment will be by seniority.

Overtime shall be voluntary. However, if not enough qualified employees volunteer, the City reserves the right to assign overtime work. Assignment will be in reverse seniority.

Compensation shall not be paid more than once for the same hours worked.

**SECTION 7. STAND-BY DUTY:**

To provide coverage for services during off-duty hours, the City may assign and schedule qualified employees to stand-by duty. Stand-by duty assignments require an employee to be available for work on their off-duty time, which may include nights, weekends or holidays. The department will seek volunteers prior to assigning stand-by duty. If enough volunteers are available, stand-by duty shall be assigned beginning with the most senior volunteer. If there are not enough volunteers, then stand-by duty shall be assigned to the least senior qualified employee on a rotational basis.

Subject to approval by the Mayor and Council in the annual compensation plan for each fiscal year, the City Manager recommends any employee authorized by the Department Director to work Stand-by Duty shall be paid \$2.75 for each hour on Stand-By Duty.

**SECTION 8. SECOND LANGUAGE PAY:**

A. Second Language Pay: Subject to the approval of the Mayor and Council in the annual compensation plan, employees who use a language other than English at a conversational level, as verified by the Director of Human Resources or designee, a minimum of five percent (5%) of the workweek, shall receive thirty dollars (\$30.00) per pay period. Employees are eligible for only one second language pay award.

B. Certified Bilingual Employees: Subject to the approval of the Mayor and Council in the annual compensation plan, the Department commits to a program to certify bilingual employees who can demonstrate fluency in speaking, comprehension, and reading of Spanish or fluency in signing and comprehension of American Sign Language at a speed and technical level necessary to accomplish all critical aspects of the employee's duties in that second language. Certified bilingual employees, who use the language for which they have certified a minimum of five percent (5%) per workweek, will receive one hundred dollars (\$100.00) per pay period. Certified bilingual employees are not eligible for a second language pay under Paragraph A, above.

**SECTION 9. SHIFT DIFFERENTIAL:**

All members shall receive Shift Differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 6 PM to 6 AM.

**SECTION 10. OUT OF CLASS ASSIGNMENTS:**

Operational necessity may require an employee to be temporarily assigned to a higher classification. Out-of-class assignments shall be governed by Administrative Directives/City Policies, Department Procedures and Civil Service Rules and Regulations.

Where out-of-class assignments are necessary, the City will make a good faith effort to rotate such assignments to all qualified employees. To be eligible for compensation, such assignments must exceed two (2) consecutive weeks of work in the higher classification, be authorized in writing by the employee's Department Director and approved by the Human Resources Director prior to the start of the assignment. The employee shall then be compensated an additional five percent (5%) above base pay, for the total period of the out-of-class assignment.

Employees working in a temporary higher classification remain eligible for wage increases in their permanent classification.

**SECTION 11. TRAINING:**

The City shall implement development and training of City employees.

**Labor Agreement Training.** The City and the union will present joint labor agreement training to familiarize union representatives and City management on the labor agreement, to include changes resulting from negotiations. The training should commence immediately following adoption and approval by the Mayor and Council.

**SECTION 12. UNIFORM MAINTENANCE:**

The City shall provide employees required to wear uniforms, and who do not receive uniform maintenance (laundry service), an allowance of \$400 per year.

Eligibility dates for this allowance will be the pay period in which February 1 and August 1 fall. The allowance will be paid out two (2) pay periods after the eligibility dates listed above, or as follows:

- \$200 by the first payday of April (if eligible as of February 1)
- \$200 by the first payday of October (if eligible as of August 1)

A department or division may, at the department's discretion, provide uniforms and uniform maintenance through a uniform service provider. An employee in one of these departments or divisions may choose to personally maintain their uniforms, at the employee's own expense.

Departments or divisions changing from providing uniforms and uniform maintenance reimbursement to a uniform service provider shall notify employees of the change prior to January 1 (if the change will affect the April uniform maintenance payment) or July 1 (if the change will affect the October payment).

**SECTION 13. DEPARTMENT POLICIES:**

Any internal department policies regarding section 1-12 shall be discussed with the union prior to implementation.



## ARTICLE VIII TIME OFF FROM WORK

### SECTION 1. ABSENCES:

Employees are required to report all absences from work in accordance with departmental and/or City-wide policies. When an employee is unable to report an unscheduled absence, a member of the employee's immediate family or other member of the employee's household will report the unscheduled absence. When an unscheduled absence is reported by anyone other than the employee, the employee is required to contact their immediate supervisor as soon as possible in accordance with departmental policy. Absences will be reported as soon as the employee is aware the absence will occur so that supervisors can plan accordingly. Management may request a health care provider's note in accordance with City Administrative Directive 2.01-7 Employee Leaves. Management will not request confidential medical information.

- A. All leave charges will be in increments of 10 minutes.
- B. Leave will be administered in accordance with City Administrative Directive 2.01-7.
- C. Leave will not be unreasonably denied.
- D. Management recognizes the needs of employees to plan vacations and personal time off. Absent a business need, management will not cancel leave that has previously been approved.
- E. Employees on approved Family Medical Leave (FML) are required to use leave in accordance with the City's Administrative Directive 2.01-7C.

### SECTION 2. BEREAVEMENT LEAVE:

Employees will be entitled to a maximum of three (3) paid days of Bereavement Leave in connection with the death of an immediate family member within the state of Arizona. An additional two (2) days of paid leave will be authorized in connection with the death of an immediate family member where the employee must travel outside the state of Arizona. The total paid Bereavement Leave not charged to Sick Leave or Vacation Leave will not exceed 40 hours in a calendar year for full-time employees annually (part-time employees receive 20 hours). If paid Bereavement Leave is exhausted, any additional approved bereavement-related absences will be covered by either accrued paid leave (Sick Leave, Vacation Leave, or Compensatory Time, if available for use) or Leave without Pay (LWOP), if applicable paid leave is exhausted.

For purposes of Bereavement Leave, immediate family members are defined below:

- A. **Immediate Family Member of Employee** – The employee's spouse or domestic partner, parents, stepparents, parent surrogate, child(ren), grandparents, grandchild(ren), brother, sister.

B. **Immediate Family Member of Employee's Spouse/Domestic Partner** – The employee's spouse/domestic partner's parents, stepparents, child(ren), grandparents.

(**Note:** Aunts, uncles, brother-in-law, sister-in-law, stepbrother, and stepsister are not considered immediate family members for purposes of receiving paid Bereavement Leave.)

In special cases, the employee's Department Director may grant a bereavement absence to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of immediate family set forth above.

**SECTION 3. HOLIDAYS:**

Holidays will be observed as listed below and compensation paid in accordance with City Administrative Directive 2.01-6.

| <b>HOLIDAY</b>              | <b>DATE</b>                               |
|-----------------------------|---|
| New Year's Day              | January 1                                 |
| Martin Luther King, Jr. Day | Third Monday in January                   |
| President's Day             | Third Monday in February                  |
| César E. Chávez Day         | Monday closest to March 31                |
| Memorial Day                | Last Monday in May                        |
| Independence Day            | July 4                                    |
| Labor Day                   | First Monday in September                 |
| Veteran's Day               | November 11                               |
| Thanksgiving Day            | Fourth Thursday in November               |
| Christmas Day               | December 25                               |
| Floating Holiday            | Any day between January 1 and December 31 |

If such City observed holiday falls on an employee's regularly scheduled day off, that employee shall receive an additional day's pay or another day off within the same pay week (non-exempt employees), or another day off within the same pay period (exempt employees).

**SECTION 4. ADMINISTRATIVE LEAVE:**

At the request of the Department Director, and upon approval of the City Manager, exempt employees covered by this Agreement may be granted up to forty (40) hours of Administrative Leave each calendar year.

## ARTICLE IX STRIKES OR WORK INTERRUPTIONS

### **SECTION 1. STRIKE:**

It is understood and agreed that the services performed by all City employees are essential to the health, safety, and welfare of all citizens. The Union, on the part of its members individually and collectively, agrees that there shall be no strikes, work slowdowns, or other forms of concerted work interruptions. Management in turn agrees that there shall be no lockout of its employees. Further, the Union and the City Manager, or designee, mutually agree to meet and discuss any matters which may lead to strikes, work slowdowns, or other forms of concerted work interruption.

### **SECTION 2. SANCTIONS:**

In the event of any strikes, work stoppages, slowdowns, or other forms of concerted work interruption initiated by individual members of the union, the Union hereby acknowledges those sanctions which may be imposed by the City pursuant to the provisions of the City Charter, Chapter XVIII, Section 4.

Any violation of this provision sanctioned by the Union shall constitute a breach of this Agreement, which may then be immediately terminated by the City upon written notice to the Union.

## ARTICLE X EMPLOYEE RIGHTS

### **SECTION 1. EMPLOYEE RIGHTS:**

Eligible employees have the right to join, refrain from joining and/or maintain membership in the union, free from any form of harassment, intimidation, coercion, threats of force, or reprisal.

### **SECTION 2. NON-DISCRIMINATION:**

Neither the City nor the union will discriminate against any employee or applicant for employment or union membership because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial or marital status, political opinions, beliefs or affiliations.

### **SECTION 3. EMPLOYEE RECORDS:**

- A. A member, or their designated representative with written authorization from the employee, may be allowed access to the employee's official personnel file maintained by the City of Tucson Human Resources Department during normal working hours for appropriate business purposes, as set forth in City Administrative Directive 2.02-20 Employment Records. Members shall be provided copies of their own employment records at no cost. Requests for such access shall be directed to the Human Resources Department.
- B. A member may petition their Department Director that a letter of counseling in their departmental personnel file more than two (2) years old will not be used in future disciplinary or promotional processes, provided that there has been no further disciplinary action for the same or related infraction against the member for a two (2) year period prior to the request.

If the Department Director approves the petition, any copies of the letter of counseling maintained by the department shall be returned to the member and will not be used in future disciplinary or promotional processes.

If a Department Director denies a member's petition, the union may request an additional review by the Human Resources Director.

### **SECTION 4. PERFORMANCE APPRAISALS:**

Performance appraisals are to be prepared and issued annually as provided in City Administrative Directive 2.02-13 Employee Performance Appraisal.

- A. **Written Rebuttal and Response.** A member who does not agree with their performance appraisal has the right to file a written rebuttal with the Department Director within 30 days of receiving the appraisal. The Department Director or designee shall respond within 30 days. The member may file a copy of the rebuttal with the City Human Resources Department for inclusion in the member's official personnel file.

B. **Director Response to Merit Denial.** If a member submits a written rebuttal to a performance appraisal that resulted in denial of a merit increase, the Department Director will respond in writing to the member within 30 days of submission of the rebuttal. Alternatively, the union may request a meeting with the Department Director to discuss the merit denial. The Department Director has the option to meet with the member and union or to respond in writing.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **SECTION 1. INTENT:**

The purpose of this Article is to provide members with a process for the review of certain issues or concerns, to provide an orderly procedure to handle grievances through supervisory levels when necessary, and to resolve grievances as quickly as possible.

### **SECTION 2. GRIEVABLE ISSUES:**

Any member or the union with the written consent of its member(s) shall have the right to file a grievance regarding any of the following:

- Interpretation, application, operation, or alleged violation of Administrative Directive/City Policies or Department policy, relating to hours and terms and conditions of employment.
- Disciplinary action not appealable to the Civil Service Commission.

### **SECTION 3. NON-GRIEVABLE ISSUES:**

The following are not grievable:

- Actions appealable to or under the jurisdiction of the Civil Service Commission
- Employee performance evaluations
- Salary
- Position classification
- Affirmative action complaints
- Management rights
- Merit increase denials
- Policies established by the Mayor and Council or State or Federal Law
- Work improvement plans
- Conditions of continued employment
- Letter of counseling

### **SECTION 4. TIME LIMITS:**

A grievance must be filed in writing within 30 calendar days from the decision of discipline made by a Department Director/designee or from the point that the member or the union became aware of the non-disciplinary grievable issue. If the last day of any time limit falls on a weekend or holiday the next business day becomes the last day.

The union may request an extension beyond 30 days from the department; all requests must be in writing and include the reason(s) for the extension.

**SECTION 5. GENERAL PROVISIONS:**

Grievances must be filed on the union grievance form and must include the date of the incident, member's name, department, union representative name, violations and remedy sought.

- A. A pre-hearing meeting will be held with CWA and the Department to review all documents that will be presented in the grievance hearing.
- B. The member/union must comply with the time limits set forth in the grievance process. If the member/union fails to comply with the time limits, it will constitute an abandonment of the grievance, unless an extension has been granted. If the City does not comply with the time limits, the grievance will move to the next step of the grievance process.
- C. Once a grievance has been reviewed and denied, repeated filing of grievances on the same issue will not be permitted.
- D. The grievant may designate union representation at any step of the grievance process. The member may waive their presence at any discussion of their grievance between the City and the union. The union does not have grievance rights for non-union employees or employees belonging to another bargaining unit.
- E. The grievant shall have the right to determine whether or not they wish to proceed with the grievance process. The union may not pursue a grievance that the grievant wishes to end.
- F. No more than two (2) authorized union representatives may attend grievance meetings on City time.
- G. Grievances will be handled during the regularly scheduled working days and hours of the parties involved to the extent possible.
- H. While pending, the City will not meet or discuss the grievance with the grievant without union representation present.
- I. Any member shall have the right to present grievances directly to the City using the City Grievance Process.
- J. Upon completion of the grievance process, department management shall ensure that the grievant does not experience any retaliation for having pursued the grievance. The final resolution by the City Manager or designee will be carried out in accordance with the grievance process timelines.

## **SECTION 6. GRIEVANCE PROCESS:**

The Grievance Process will be as follows:

- **Step One:** The member will present their grievance to the member's Department Director or Designee on the Grievance Form within thirty (30) days from the Notice of Decision (NOD) or from when the member became aware of the occurrence of the alleged violation of the Labor Agreement. The member and/or their CWA Representative or the Department Director may request that a meeting be held with the Director within ten (10) days. The Department Director or Designee will within ten (10) days attach their reasoning and decision to the Grievance Form and return it to the member.
- **Step Two:** If the member does not agree with the decision of the Department Director or Designee, the member shall within ten (10) days sign the form on the appropriate space and forward the grievance to the City Manager. The CWA Representative may request that a meeting be held concerning the grievance to the City Manager. Within thirty (30) calendar days following receipt of the grievance, the City Manager will review and decide the matter and/or appoint a Grievance Committee to investigate the grievance and recommend a resolution to the grievance.
- **Step Three:** The Grievance Committee is a neutral administrative hearing board and shall be composed of two City employees and one neutral third-party. One committee member will be selected by the Department and one committee member will be selected by the union. To maintain the neutrality of the Committee, none of the committee members can have any involvement with the specific case. A new committee will be designated for each grievance. The grievance committee will meet within 15 calendar days of their appointment. The Committee will have 15 calendar days from the date of its first meeting to prepare a written memo of its recommended solution.

The Human Resources Department will act as a neutral facilitator of the Grievance Committee process to ensure that the Committee has access to all information necessary to make an informed decision and to ensure that the Committee limits its review to the specific grievance. Both the City and the union will have the opportunity to present the grievance to the Committee. The Committee has the authority to call witnesses and review all necessary records and reports. During the deliberation of the grievance, the Grievance Committee members shall not testify on behalf of either the grievant or the City.

The written memo will be forwarded to the City Manager's Office. The City Manager or designee will review the recommendation of the Grievance Committee and will provide a final written solution to the department, grievant, grievant's representative, and Committee members within 15 calendar days.



## ARTICLE XII SAFETY, HEALTH, AND ENVIRONMENT

### **SECTION 1. GENERAL:**

Occupational health and safety are mutual concerns of the City, the union, and the employee. The union will cooperate with the City by requiring employees to observe applicable safety rules and regulations. The City and employees shall comply with applicable Federal, State, and local safety laws, rules, and regulations, as administered by:

- Occupational Safety and Health Administration (OSHA) - [www.osha.gov](http://www.osha.gov)
- Industrial Commission of Arizona (ICA), Arizona Division of Occupational Safety and Health (ADOSH) [www.ica.state.az.us/ADOSH/oshatop.htm](http://www.ica.state.az.us/ADOSH/oshatop.htm)
- Arizona Department of Transportation - [www.dot.state.az.us/](http://www.dot.state.az.us/)
- U.S. Department of Transportation - [www.dot.gov/](http://www.dot.gov/)

The City and the union require management and employees to familiarize themselves with applicable City Administrative Directives related to safety, health and the environment.

### **SECTION 2. REPORT, EVALUATION, AND ABATEMENT OF UNSAFE AND UNHEALTHY WORKING CONDITIONS:**

If a member finds working conditions that they feel are unsafe or unhealthy, the member shall inform their immediate supervisor to resolve the alleged unsafe or unhealthy conditions. If the member does not agree with the explanation, or actions taken by the supervisor in satisfying the alleged unsafe conditions, the member has the right to stop work and contact a union representative for assistance.

The supervisor will then notify the Department Director that a disagreement exists regarding safety conditions and request an immediate intervention in the matter. The member may elect to have union representation in accordance with the provisions of Article VI, Union Rights. The Department Director shall immediately investigate the safety conditions and respond to the supervisor, the member, and the union representative. If the situation cannot be resolved with the Department Director, the Department Director shall consult the Central Safety Services Division for assistance before rendering a decision.

### **SECTION 3. COMPREHENSIVE ANALYSIS OF INJURIES AND ILLNESSES:**

As part of the City's safety program, the City will analyze reported claims of occupational injury or illness, in order to determine causes and appropriate corrective action concerning patterns of illnesses, injuries and disabilities.

**SECTION 4. TRAINING:**

- A. The City will provide safety and health training for employees, including specialized job safety training that is applicable to the essential functions of the employee's position.
- B. The City will offer Wellness programs that include stress management.

**SECTION 5. ALLEGATIONS OF RETALIATION:**

The City will not retaliate against an employee for filing a report of an unsafe or unhealthful working condition or environment.

**SECTION 6. ENVIRONMENTAL CONCERNS:**

- A. Concerns should be addressed to the employee's Department Director in writing with a copy to Risk Management (The Safety Group).
- B. Copies of inspection reports will be provided in a timely manner to the union upon request.
- C. When the City will be altering/renovating the physical work site, the City will notify employees in a timely manner.
- D. Individuals with special health needs must notify their supervisor and City Human Resources of any request for reasonable accommodation.

**SECTION 7. EMPLOYEE ASSISTANCE PROGRAM:**

The City will provide an Employee Assistance Program to support employees in addressing life challenges.

**SECTION 8. SECURITY:**

- A. The City is responsible for providing a safe work environment for all employees. Each department is responsible for assessing the workplace and developing emergency plans for public access areas when appropriate.
- B. Employees will promptly report all incidents of harassment or physical abuse to their supervisor, Department Director or the Office of Equal Opportunity Programs (OEOP).
- C. All phones will be labeled with appropriate emergency numbers. Any phone needing a label should be reported to the Central Safety Services Division.

**SECTION 9. DEATH BENEFIT:**

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

1. "Survivor(s)" shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.
2. While this death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City that such monies be used to assist in the payment of the employee's funeral expenses.

## **ARTICLE XIII PUBLIC SAFETY COMMUNICATIONS DEPARTMENT**

### **SECTION 1. GENERAL:**

For purposes of this Article, those items shown below are available only for the union eligible employees of the City's defined Public Safety Communications Department (PSCD). This department provides public safety services through the appropriate dispatch of fire, police, and medical units. During the term of this agreement, other dispatch functions may be assigned to PSCD and those employees are also covered by this Article.

### **SECTION 2. PROBATIONARY EMPLOYEES:**

- A. Nothing herein shall in any way be interpreted or construed to establish any contract or property right to continued employment for a probationary employee and does not establish any right that would conflict with the Tucson Charter, Tucson Code, and Civil Service Rules and Regulations regarding probationary employees. Probationary employees remain employees at-will who may be terminated from the probationary position with or without cause or for any reason during the probationary period. Nothing herein shall provide any contract right, property right or grievance right regarding any performance evaluation, training, work schedule, job assignment or other term or condition of work that Management determines in its sole discretion, is necessary to evaluate the probationary employee.
- B. The inclusion of Probationary employees will be on a trial basis for 3 years.

### **SECTION 3. OVERTIME:**

For overtime-eligible employees the overtime calculation is based on actual hours worked, including paid vacation leave and holiday leave, more than 40 hours in a seven (7) consecutive day work period and will be compensated at 1-1/2 times the employee's regular rate of pay. Overtime may be compensated by payroll payment or by compensatory time at the employee's request, however, final authority in making the determination of payroll payment or compensatory time rests with the Department Director.

Accumulated compensatory time shall not exceed one hundred (100) hours. Compensatory time will be paid out bi-annually in May and November for hours accumulated in excess of 40 hours. When a member transfers departments or promotes to a higher pay grade, accumulated compensatory time will be paid out completely.

The City shall distribute the opportunity for overtime equitably and fairly among interested employees or a group of interested employees within the same classification, function, and/or work location and shift. If more qualified employees are available for overtime these opportunities will be distributed by the Department's numbering system policy with seniority in current classification as the tie breaker.

Overtime shall be voluntary. However, if not enough qualified employees volunteer, the City reserves the right to assign overtime work. Assignment will be in reverse seniority in current classification.

Compensation shall not be paid more than once for the same hours worked.

**SECTION 4. HOLIDAY PAY:**

Holidays will be observed as listed in accordance with Tucson City Code and City Administrative Directive 2.01-6.

Employees in the classifications of Public Safety Communications Supervisor, Lead Public Safety Communication Specialists and Public Safety Communications Specialists I and II will receive pay at their regular rate for the holidays listed below. As other functions are assigned to PSCD, specific classifications will also receive this benefit.

| <u>HOLIDAY</u>              | <u>DATE</u>   |
|-----------------------------|---|
| New Year's Day              | January 1   |
| Martin Luther King, Jr. Day | Third Monday in January   |
| President's Day             | Third Monday in February  |
| César E. Chávez Day         | Monday closest to March 31  |
| Memorial Day                | Last Monday in May  |
| Independence Day            | July 4  |
| Labor Day                   | First Monday in September   |
| Veteran's Day               | November 11   |
| Thanksgiving Day            | Fourth Thursday in November   |
| Christmas Day               | December 25   |
| Floating Holiday            | Any day between January 1 <sup>st</sup> and December 31 <sup>st</sup> |

Any change in those holidays listed above must be approved by the City. Observance of the above holidays shall be pursuant to Tucson Code Section 2.1.

- A. Working on an Observed Holiday (Excludes Birthday or Floating Holiday) Non-exempt employees working on a holiday receive pay for the hours they work on that day. Work during the employee's normal hours of work will be paid at the straight time rate.
- B. Recognizing that the PSCD maintains a 24/7 operation, employees may elect payment for their floating holiday in lieu of taking time off. If the employee is electing payment, they shall notify Payroll by October 1<sup>st</sup>.

**SECTION 5. SHIFT DIFFERENTIAL:**

PSCD employees shall receive Shift Differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 6 PM to 6 AM.

**SECTION 6. SECOND LANGUAGE PAY:**

- A. Second Language Pay: Subject to the approval of the Mayor and Council in the annual compensation plan, employees who use a language other than English at a conversational level, as verified by the Director of Human Resources or designee, a minimum of five percent (5%) of the workweek, shall receive thirty dollars (\$30.00) per pay period. Employees are eligible for only one second language pay award.

- B. Certified Bilingual Employees: Subject to the approval of the Mayor and Council in the annual compensation plan, the Department commits to a program to certify bilingual employees who can demonstrate fluency in speaking, comprehension, and reading of Spanish or fluency in signing and comprehension of American Sign Language at a speed and technical level necessary to accomplish all critical aspects of the employee's duties in that second language. Certified bilingual employees, who use the language for which they have certified a minimum of five percent (5%) per workweek, will receive one hundred dollars (\$100.00) per pay period. Certified bilingual employees are not eligible for a second language pay under Paragraph A, above.

**SECTION 7. BEREAVEMENT LEAVE PAY:**

Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, employees will be entitled to a maximum of three (3) paid days of Bereavement Leave in connection with the death of an immediate family member within the state of Arizona. An additional two (2) days of paid leave will be authorized in connection with the death of an immediate family member where the employee must travel outside the state of Arizona. Immediate family member is defined for this purpose as spouse, domestic partner, mother, father, mother-in-law, father-in-law, stepparent, child(ren) adopted child(ren), step- child(ren), child(ren) of a domestic partner, parent surrogate, brother, sister, the employee's grandparent or grandchildren, and grandparents in law. As referenced in Administrative Directive 2.01-7H Appendix A.

The total paid Bereavement leave not charged to Sick Leave will not exceed 48 hours in a calendar year for full-time employees annually (part-time employees receive 20 hours). If paid Bereavement leave is exhausted, any additional approved bereavement related absences will be covered by either accrued paid leave (Sick Leave, Vacation Leave, or Compensatory time, if available for use) or Leave without Pay (LWOP), if applicable paid leave is exhausted.

**SECTION 8. SICK LEAVE:**

- A. Employees are required to use Sick Leave when off work due to unscheduled, non-Family Medical Leave (FML) medical absences, for self or eligible family member.
- B. When an employee has exhausted their Sick Leave, and is off work due to unscheduled, non-FML medical reasons, Vacation Leave (if eligible), Compensatory Time, and/or Floating/Birthday Holiday must be exhausted before unpaid leave can be approved.
- a. Exempt employees – A salaried employee who is exempt from overtime and has exhausted all paid leave may have Leave Without Pay (LWOP) posted for absences of less than one day due to illness (to the extent permitted under the Fair Labor Standards Act (FLSA)). An exempt employee who has exhausted all paid leave and is absent for one or more days (in whole day increments) is to be placed on LWOP, if approved by the employee's Department Director/designee. Unapproved leave once paid leave is exhausted may be coded as AWOL.

- b. Non-exempt employees – Who are eligible for overtime are to be placed on LWOP (if approved by the employee’s Department Director/designee) for any hours not at work when all other accrued paid leave has been exhausted. Unapproved leave once paid leave is exhausted may be coded as AWOL.

C. Employees on Sick Leave will be paid their regular salaries and will continue to accrue normal Sick Leave and Vacation Leave.

**SECTION 9. SICK LEAVE ALTERNATIVE:**

Employees whose Vacation Leave accruals reach 288 hours during any pay period will not accrue additional Vacation Leave for that pay period. However, the hours of Vacation Leave that would normally have accrued (if not for the 288-hour cap) will be credited to the employee as Sick Leave Alternate accrual that pay period. Employees in the classifications of Public Safety Communications Supervisor, Lead Public Safety Communications Specialist, and Public Safety Communications Specialists I and II may receive a maximum 112 hours of Sick Leave Alternate accrual each Leave Year. As other functions are assigned to PSCD, specific classifications will also receive this benefit.

Sick Leave Alternate will be transferred to an employee’s Sick Leave balance during the annual Sick Leave to Vacation Leave transfer process. If all paid leave has been exhausted before this process, the department will request Sick Leave Alternate to be transferred to Sick Leave before posting any unpaid leave for an employee as provided in City Administrative Directive 2.01-7A and 2.01-7B.

**SECTION 10. TEMPORARY SCHEDULE ADJUSTMENT:**

The Department’s “Our Life Circumstances Policy” is designed to provide members with the basis to request a temporary work schedule that deviates from their normal work schedule.

**SECTION 11. VACATION SCHEDULING:**

The scheduling of preferred vacation will be determined by city seniority. An employee’s seniority shall not be reduced by the time lost due to sick or injury leave.

**SECTION 12. SCHEDULE BID:**

- A. After the 12-month probation period has been met, and if classification, skills, and experience are equal, seniority shall be the primary consideration in the selection of shift assignments. The City has the right to determine such assignments and requests to ensure the adequate delivery of City services. An employee’s seniority shall not be reduced by the time lost due to sick or injury leave. Previously approved leave will not be rescinded based on seniority rights alone.
- B. Union president or designees shall be involved in the process of any new schedule bid changes.

**SECTION 13. MENTAL HEALTH:**

The parties agree that a psychologically healthy work environment is a desirable objective for its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone. Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

A Mental Health plan shall be developed in collaboration between the parties and approved by the Department Director within 6 months of the adoption of this agreement.

**SECTION 14. DEPARTMENT POLICIES:**

Any internal department policies shall be discussed with the union before implementation.



## ARTICLE XIV TERMS AND CONDITIONS OF AGREEMENT

### **SECTION 1. AGREEMENT TERMS:**

The Agreement shall be in full force and effect beginning July 1, 2022, and thereafter from year to year, through June 30, 2027. Notification of the expiration of this Agreement, and any extension thereof, shall be 120 days prior to its expiration date.

- A. Reopeners. Each party may reopen up to five (5) sections each year, including proposal of new sections. Notice of intent to reopen shall be provided in writing no later than February 1 of each year.
- B. In the event that the Mayor and Council authorize any pay increase which would affect the wage rates of all positions in any represented employee units, the City Manager will recommend that Mayor and Council will make the same adjustment affecting the wage rates of all positions represented by CWA.

### **SECTION 2. EXTENSION PROVISION:**

If negotiations have started for a new Agreement before the expiration of this Agreement, the terms of this Agreement will be honored.

### **SECTION 3. SEVERABILITY & MANDATES:**

By mutual consent, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing and shall contain a detailed statement of the proposed changes. The parties agree to schedule the first meeting for negotiating the amendment within thirty (30) calendar days of receipt of the request to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments.

## ARTICLE XV SEVERABILITY

### **SECTION 1. PROVISIONS:**

If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder shall remain in full force and effect.

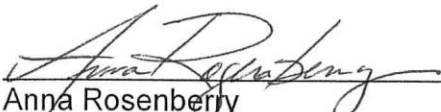
### **SECTION 2. LEGAL CHANGES:**

In the event changes are made in any State or Federal Law, Charter provision, City Code, or in the Civil Service Rules and Regulations, contrary to any provision of this Agreement, those parts shall be automatically terminated. However, the remainder of this Agreement shall remain in full force and effect. The parties shall begin negotiating within thirty (30) calendar days for the purpose of replacing any such invalid or illegal provision.


IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_,  
ACKNOWLEDGED AND DATED THIS August 9, 2022

CITY OF TUCSON

  
\_\_\_\_\_  
Michael J. Ortega  
City Manager

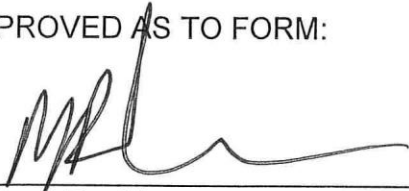
  
\_\_\_\_\_  
Anna Rosenberry  
CFO/Assistant City Manager

COMMUNICATION WORKERS OF  
AMERICA

  
\_\_\_\_\_  
Linda Hatfield, President  
CWA Local 7000

  
\_\_\_\_\_  
Becky Flores, Vice President  
CWA Local 7000

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Rankin  
City Attorney

ATTEST:

  
\_\_\_\_\_  
Suzanne Mesich      August 9, 2022  
City Clerk