

2014

This shall be a Memorandum of Understanding (“Agreement”) by and between two equal negotiating parties (“the Parties”):

Pinal County, Arizona, as represented by its Board of Supervisors and designees (“the County”); and

The **Pinal County Deputies Association** (“PCDA”), representing the interests of the following: Pinal County sworn Deputies and Adult Detention Officers up to and including the rank of Corporal, Dispatchers, Evidence Technicians, and Identification Technicians (“the Employee Group”).

I. PURPOSE/GENDER

It is the purpose of this Memorandum to continue and maintain harmonious relations, cooperation, and understanding between the County and its Employees and to set forth the full and entire understanding the parties reached through good faith meeting and conferring regarding wages, hours, benefits, terms and other conditions of Employees covered under this agreement, which understanding the parties intend to jointly submit and recommend for approval and implementation to the Pinal County Board of Supervisors.

Whenever any words used herein are in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where applicable.

II. TERMS OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2014 (subject to the approval of the County and the PCDA) and shall remain in effect through June 30, 2017, unless Ordinance No. 121008-MC expires according to its terms, in which event this Agreement will expire effective June 30, 2015. .

- B. Notification of intent to renegotiate this Agreement by either party shall be submitted to the other party in writing, not less than 90 days prior to the expiration of this Agreement.

III. SCOPE/DEFINITIONS/RIGHTS OF REPRESENTATION

A. SCOPE

1. This Agreement permits the recognition by Pinal County of a single labor organization, the Pinal County Deputies' Association ("PCDA") to represent that employee group consisting of designated personnel of the Pinal County Sheriff's Office who hold the rank of Corporal and below as defined by Ordinance 121008-MC ("the Meet and Confer Ordinance" or "MCO"), Section 1(E) and 2(A), enacted by the Board of Supervisors on December 10, 2008, in the "meet and confer" process.

Except as otherwise stated, provisions of this Agreement do not apply to Employees until their successful completion of the basic training academy.

2. During the tenure of this Agreement, any new non-management classification established by the Human Resources Director with the approval of the County Manager may be eligible for representation under the Agreement with the mutual consent of both parties, assuming a change to the MCO is executed enabling such change.

3. The following definitions and terms apply throughout this Agreement:

- a. "The County" shall refer to Pinal County.
- b. "The Sheriff's Office" shall refer to the Pinal County Sheriff's Office.
- c. "PCDA" shall refer to the Pinal County Deputies' Association.
- d. "Employee" shall refer to an eligible member of the Employee Group covered under this Agreement.

- e. "Eligible Employee" shall refer to any individual employed by the County in a position designated as FLSA non-exempt except contract, temporary, seasonal, part-time, probationary or confidential, managerial or supervisory employees (below the rank of sergeant), each Elected Official and employees of the Superior Court and Justice Courts.
- f. "Employee Group" shall refer to that employee group whose rights and responsibilities are impacted by this Agreement, consisting of designated personnel of the Pinal County Sheriff's Office who hold the rank of Corporal and below and civilians as defined by Pinal County Ordinance 121008-MC.
- g. "Member" shall refer to an Eligible Employee as defined by Pinal County Ordinance 121008-MC, who is a member of the PCDA.
- h. "Employee Organization" shall refer to an Employee Organization as defined by Pinal County Ordinance 121008-MC.
- i. "Business Days" shall refer to Monday through Friday, excluding weekends and holidays, unless otherwise specified.
- j. "Sheriff" or "Chief" shall refer to the Pinal County Sheriff or the Chief Deputy, or an authorized designee.
- k. "County Manager" shall refer to the Pinal County Manager or an authorized designee.

B. RECOGNITION

1. The County recognizes the PCDA as the sole and exclusive current representative on behalf of all Employees covered by this Agreement, for activities permitted by the MCO. The PCDA agrees that recognition is subject to a future challenge by any other labor organization wishing to represent Eligible Employees of the Pinal County Sheriff's Office as provided for under the terms and conditions of the MCO. Unless

otherwise provided in this Agreement, all negotiations or discussions shall be conducted between the County Manager and President of the PCDA (or membership designee/s). No Eligible Employee shall be required to be represented by the PCDA.

2. Nothing contained in this Agreement shall be construed so as to interfere with the right of an Eligible Employee, whether a member of PCDA or not, to represent their own salary request or file a grievance as provided in Pinal County Policy and Procedure 3.60, Pinal County Sheriff's Office Policy 1006 or the Pinal County Merit Rules. Once a grievance has been filed under one of the grievance procedures.

3. During the term of this Agreement, PCDA shall not enter into any coalition negotiations, either on a formal or informal basis, with any organization which negotiates with the County pursuant to the MCO.

4. No PCDA activity or PCDA business of any kind will be carried out on assigned working hours or on County premises which is not permitted under the MCO or as otherwise provided for under the conditions and terms of this Agreement.

5. Employees who are PCDA Member representatives shall not receive any County compensation for performing their duties as authorized by the MCO, and pursuant to the terms and conditions of this Agreement. With the intent that PCDA Member representatives do not sacrifice vacation or leave time in fulfilling their PCDA responsibilities, PCDA will maintain a Leave Bank for the use of PCDA Member representatives.

C. RIGHTS OF REPRESENTATION

1. Consistent with the MCO, the PCDA has the exclusive right to represent Eligible Employees in any negotiation under this Agreement. The PCDA's right of representation shall not require an Eligible Employee to be represented by the PCDA concerning these matters.

2. The PCDA acknowledges that representation of Employees covered by this Agreement on wages and salaries shall be conducted in accordance with the provisions of Pinal County Policy and Procedure 4.20. See also Section VII of the MCO for a list of Prohibited Practices.

3. Eligible Employees have the right to join and remain members of the PCDA, or any other Employee Organization, and to be free from any form of harassment, intimidation, coercion, threats of force or retaliation by the County, the Sheriff's Office, and any/all County management personnel with respect to the exercise of any rights under the MCO and this Agreement. It is understood and agreed that Employees have the equal right to refrain from any or all PCDA activities or resign from PCDA membership free from any form of harassment, intimidation, coercion, threats of force or retaliation by the PCDA.

IV. NON-DISCRIMINATION

Neither the County nor the PCDA will discriminate against an Employee or applicant for employment or PCDA membership because of race, color, religion, sex, age, disability, or national origin. The County and PCDA shall take affirmative action to ensure that each Employee has the right of representation under this Agreement and that all Employees are treated equally during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training, including assignment status.

V. MANAGEMENT RIGHTS

A. The rights of the Sheriff's Office, through its management officials, shall include, but not be limited to, the following:

1. The Sheriff shall have full control of the Sheriff's Office of the County, as provided by Arizona Revised Statutes ("A.R.S.") § 11-441;

2. To exercise control and discretion over the organization and efficiency of operations of the Sheriff's Office;

3. To direct the Employees of the Sheriff's Office, including the right to assign work and overtime;

4. To hire, examine, classify, promote, train, transfer, assign, and schedule Sheriff's Office Employees;

5. To suspend, demote, discharge, or take other disciplinary action against Employees for just cause pursuant to A.R.S. § 38-1104, and pursuant to County Merit System Rules, Law Enforcement Merit Council Rules and County Policy and Procedure at the time of the alleged incident;

6. To increase, reduce, change, modify, or alter the composition and size of the Sheriff's Office work force, including the right to relieve Employees from duties because of lack of work, funds, or a material change in the duties or organization of the Sheriff's Office;

7. 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;

B. The inherent Sheriff's Office managerial functions, prerogatives, and policy-making rights which the County has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance procedure contained in this Agreement.

C. The exercise of Sheriff's Office management's rights does not preclude Employees from consulting or conferring with its management about the practical consequences of Sheriff's Office management decisions in the areas of wages, hours, fringe benefits, and working conditions, consistent with other articles of this Agreement. In the same spirit, Sheriff's Office

management is not obligated to provide detailed explanations of every decision made in accordance with this Agreement.

VI. EMPLOYEE RIGHTS

A. DEPARTMENTAL INVESTIGATIONS

1. Generally.

It is recognized that allegations of misconduct against Employees (hereafter referred to as “principal”), including citizen complaints of a non-criminal nature, must be investigated to preserve the integrity of the police profession and public confidence in the Sheriff’s Office. Investigations of misconduct will be carried out in accordance with this Agreement (VI(A)(4)) and A.R.S. § 38-1101 *et seq.* Investigations will be carried out in an expeditious and professional manner, with full regard for the principal’s reputation and all legal rights. No information will be disseminated to the press or outside entities prior to the completion of an internal or criminal investigation unless necessary for the completion of the investigation and under the provisions of A.R.S. § 38-1101(F) and (L). The Sheriff’s Office may assign an internal or external investigators and the assignment will be made with sensitivity to any personal and professional relationships that may exist and to eliminate the potential for a conflict of interest.

2. Citizen Complaint Notification

It is the policy of Pinal County and the Sheriff’s Office to fully and completely investigate all citizen complaints made in regards to principals. It is understood, however, that criminals facing prosecution sometimes file false complaints as part of their defense to criminal charges. For this reason, a citizen who initiates a complaint against a principal shall be provided with a written notice advising the following:

Pursuant to A.R.S. § 13-2907.01, it is unlawful for a person to knowingly make a law enforcement agency of this State or a political sub-division of this state a false, fraudulent or unfounded report or statement or to knowingly misrepresent a fact for the purpose of

interfering with the orderly operation of a law enforcement agency or misleading a peace officer.

The Sheriff's Office representative accepting the complaint shall note the date and time the complainant was advised of the notice.

3. Internal Investigations.

A principal who is a subject of a criminal investigation shall be informed of the criminal nature of the investigation at the time of any interview or interrogation and shall be provided with an opportunity to obtain legal counsel before any questioning begins.

A principal who is a subject of a criminal investigation may contact a representative of his/her Employee Organization for the purpose of securing legal counsel and the representative may accompany the principal until counsel arrives. Other than the attorney, no other Employee Organization representation will be permitted during any interview or interrogation.

A principal who is a subject of a non-criminal investigation shall be informed of the nature of any investigation (to include specific allegations) in accordance with the provisions in A.R.S. § 38-1101(A)(2) and shall be provided with an opportunity to contact an Employee Organization representative before any questioning begins. For the purposes of this Agreement, "before" means at the time of initial notification of the investigation.

A principal who is a subject of a non-criminal investigation has the rights provided in A.R.S. § 38-1101(A) and to have one Employee Organization representative of their choice present during any interview or interrogation, and must be advised of this right before the interview begins. Upon completion of the interview, the representative may ask clarifying questions.

Employees who are interviewed as potential witnesses to any investigation shall be advised they are witnesses prior to the interview. Witnesses do not have any right to representation, legal or otherwise, during an interview.

Interviews of Employees and principals will be at a reasonable hour, preferably during regular duty hours. Interviews will be completed within a reasonable time and shall be conducted in accordance with A.R.S. §§ 38-1101, 38-1004 and 38-1105 and in a professional manner using standard investigative and interviewing techniques. The Employee and principal shall be given reasonable breaks for personal necessities, meals, telephone calls, and rest breaks upon request.

The principal and/or the authorized investigator shall mechanically or digitally record interview sessions, upon notice to the other party. Should any recordings be made, the Sheriff's Office and principal both reserve the right to transcribe any interview for the purpose of verifying its accuracy and, if requested and the authorized investigator and principal find the transcript to be accurate on review, both parties shall be required to sign the transcript verifying its accuracy. Providing equipment for any recording shall be the responsibility of the recording party. The principal may make a request for a copy of the Sheriff's Office recording and the investigator shall provide a copy of the recording upon completion of the investigation.

A principal shall be informed of the existence of all non-criminal investigations within 30 days of the initiation of the investigation except when, due to the nature of the investigation, such notice would compromise the investigation.

4. Length of Investigations.

All provisions of A.R.S. § 38-1105 in regards to time limitations of investigations apply. The Sheriff's Office will strive to complete the investigation of any non-criminal matter within 30 days of the initiation of the investigation. Requests for extension beyond 30 days must be in writing, (or e-mail), and include the reason(s) for the extension request. Only the Sheriff may authorize an extension, which shall be copied to the PCDA President or his designee (unless the principal requests otherwise) and become a permanent part of the investigative file. A principal under investigation will be notified in writing every 30 (thirty) days of 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. Where the Sheriff's Office fails to properly request an extension in writing or notify the principal, the appealing Board may dismiss the discipline if it is determined that the Sheriff's Office did not make a good faith effort to timely request the extension or notify the principal.

Upon a written request by the principal, or an Employee Organization representative on behalf of the principal(s), Internal Affairs will provide notice of completion of the investigative file to the principal signifying notice of the start of the 30-day administrative review.

The reviewing chain-of-command will have 30 days to conduct an administrative review of the completed investigative file. Extensions beyond 30 days must be authorized in writing, (or e-mail), and include the reason(s) for the extension and shall be copied to the PCDA President or designee (unless the principal requests otherwise) and become a permanent part of the investigative file. The principal(s) involved shall be notified by the Sheriff of the extension and the reasons for granting it.

Upon completion of an administrative review, the principal shall be notified of the outcome of the investigation and review by the Sheriff.

5. Confidentiality of Information.

Completed investigative files are public record; however, they may contain confidential information. An **un-redacted** file may only be reviewed:

- a. by order of the Sheriff;
- b. in compliance with a court order; or,
- c. by the principal or his legal counsel pursuant to A.R.S. § 38-1101(E)..

When a public records request is made for an investigative file, the request will be fulfilled to the extent required by the Arizona Public Records Law, A.R.S. § 38-1104(L), and any other applicable laws. **All confidential information shall be redacted** from the released copy and any principal will be notified of the request prior to release of the redacted file, wherever possible.

6. Disciplinary Action

A principal shall receive a written notice of intent to take disciplinary action which shall include the rule(s), procedure(s), directive(s), etc., upon which the action is based. The notice shall include advice of the principal's right to grievance or Employee Merit System Commission or Law Enforcement Merit Council appeal, whichever applies.

Prior to the service of discipline the principal shall be given seven (7) calendar days to provide reason(s) why the discipline should not occur. The principal may submit their reason(s) in writing and at the *Loudermill* hearing (which will be recorded). This is the only opportunity to present their reason(s) unless requested to provide further details by the Sheriff.

VII. PCDA RIGHTS

A. The County will provide a designated space in an area accessible to Employees for a PCDA bulletin board not to exceed 3'X4' in each Sheriff's Office facility. The board shall be used only for the following PCDA business:

- Meeting Notices
- Event Notices
- Labor law updates
- Legal updates (Includes a reminder to check the PCDA Website/telephone application for current information regarding Employee hearing information, pending charges, lawsuits, court dates, hearing dates, and outcomes.)
- Contact information

- By-laws
- Legal services – AZCOPS
- PCDA Affiliates information and updates
- PCDA and AZCOPS newsletters and information

Prior to posting, all materials shall be initialed by an authorized PCDA representative and the Sheriff or his designee. All approved posting must contain the date of posting and the signature of the person posting. Violations of this Section as determined by the Sheriff shall entitle the County to suspend the right to post for a period of up to thirty days. An electronic version of the PCDA Bulletin Board will be available through a link set up on the PCSO/Pinal County Intranet site. Only items approved by the Sheriff for posting on the Intranet site will be published.

B. Use of County or Sheriff's Office interoffice mail or e-mail systems by the PCDA will be restricted to communication between PCDA representatives and County or Sheriff's Office Employees on matters directly related to this Agreement, including official grievance matters. Exceptions to this policy must be approved in advance by the Sheriff.

C. With prior approval of the Sheriff, the President of the PCDA or his designee and one additional representative shall be permitted to leave their duty assignments without loss of pay to represent the PCDA and/or employee at scheduled public hearings of the Board of Supervisors or Merit Commission in matters directly related to this Agreement. The President of the PCDA or his designee shall be allowed to leave their duty assignments to attend hearings and meetings of committees to which they are appointed by the County Manager or Sheriff. Subject to the approval of the Sheriff, based on Sheriff's Office staffing needs, no more than five members shall also be allowed to leave their duty assignments to attend meetings of the committee. Such meeting time will be treated by the County as excused leave without loss of pay; however, no overtime compensation for such meeting shall be permitted. Any exceptions must be approved in advance by the Sheriff.

D. PCDA shall be permitted up to two thousand (2000) association hours to be used in blocks not to exceed 8 hours, for use by Members to conduct certain organization business. The County will annually deduct up to 2 hours of vacation leave time from all Members who authorize the deduction, crediting the time to an "Association Leave Bank". However, a Member may choose to voluntarily deduct up to ten (10) hours annually. This deduction will occur once annually in July, and the Member's vacation balance will be charged when the collection is processed. This donation is subject to IRS rules and regulations. Nothing in this Agreement relieves the donor of personal tax implications. The PCDA will submit a request for use of Association Day(s) to the Sheriff's Office's management labor liaison who will charge the bank and periodically report on bank usage and balance to the PCDA President or designee. The maximum accrual of Association Days at any time shall not be greater than 250 days. The annual vacation leave deduction will be adjusted accordingly if the normal two hour draw would cause the leave bank to exceed 250 days (2,000 hours).

E. The PCDA shall be permitted ten (10) grievance representatives, not including the PCDA President, provided operation of the Sheriff's Office will not be unduly disrupted. Only PCDA grievance representatives will be permitted reasonable time to attend scheduled annual PCDA training, which will be considered PCDA days subject to reimbursement from the Leave Bank. Grievance processing on duty will not be considered PCDA days subject to reimbursement from the Leave Bank.

The PCDA President or designee will be the primary contact with the Sheriff's Office administrative staff and will coordinate the activity of the PCDA grievance representatives.

F. Where excused leave or duty time is permitted subject to the approval of the Sheriff and pursuant to this Agreement, permission for its use shall not be unreasonably denied.

G. The County agrees to deduct PCDA membership dues from the salaries of all County Employees who are PCDA Members and to remit such dues biweekly to the PCDA,

less \$.02 per Member per pay period to defray costs incurred processing the deduction. The authorizations will be processed in the same manner as all other payroll deposits. Such deduction shall be made upon written authorization of each Member. The authorization for Employee Group members shall remain in effect unless notice of its termination is given in writing as prescribed on the authorization card maintained by the Human Resources Department of the County. The County shall not make dues deductions for any other public safety organization representing Employees covered by this Agreement during its term. The PCDA shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs incurred by the County as a result of or by reason of action taken or not taken by the County in compliance with the provisions of this Agreement. If an improper deduction is made, the PCDA shall refund any such amount directly to the Member.

H. The PCDA shall be permitted to present information concerning this Agreement and the organization to new Eligible Employees. A one-hour presentation will be made during post-academy training prior to assignment to field training or any other training periods involving new Eligible Employees. Any new Eligible Employee may leave prior to or during the presentation if they desire.

I. When an Employee is involved in a major incident such as a shooting or serious accident and a notification/call is initiated per Pinal County Sheriff's Office procedures, the PCDA President or designee shall also be notified. The affected Employee shall also be given a specific opportunity to contact his or her Employee Organization representative.

J. LABOR MANAGEMENT MEETINGS

Sheriff's Office Labor Management meetings shall be held upon request of either the PCDA or the County. The purpose of these meetings shall be to facilitate improved labor management relationships by providing a forum for free and informal discussion of

concerns and problems. A maximum of four representatives from Sheriff's Office management and four representatives from PCDA shall attend these meetings. Arrangements for the meeting shall be mutually agreed upon by all parties. Both the PCDA and the Sheriff's Office shall notify each other in writing of the subject they wish to discuss two weeks in advance of the meeting.

VIII. GRIEVANCE/ARBITRATION/LABOR MANAGEMENT

A. GRIEVANCE PROCEDURE

1. Informal Resolution
 - a. As a matter of good labor-management relations, the parties encourage an Employee who believes that he has a bona fide grievance to discuss and attempt to resolve it with his immediate non-involved supervisor.
 - b. If the informal discussion is held and does not resolve the grievance, the Employee may file a formal grievance in accordance with Section VIII of this Agreement.
2. Formal Grievance:
 - a. A Grievance is a written allegation by an Employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Agreement for which there is no Employee Merit System Commission or Law Enforcement Merit Council appeal or other specific method of review provided by Federal or State law.

3. Procedure

- a. **Step 1:**

The Employee shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the County and submits it to his immediate

supervisor within ten (10) business days 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 ten (10) business days of receiving the written grievance, submit his response in writing to the grievant. The grievant may move the grievance to Step 2 of the grievance procedure if the matter does not resolve.

b. **Step 2:**

If the response at the first level of review does not resolve the matter, the grievant may appeal the grievance by signing and completing the County form and presenting it to his next highest level supervisor within ten (10) business days of the grievant's receipt of the supervisor's response. The supervisor shall review submitted documentation and may investigate the grievance and set a meeting with the grievant, the grievant's designated representative, and such other personnel as he deems appropriate to consider the grievance. Within ten (10) business days of the receipt of the grievance, or after the grievance meeting, the supervisor shall submit his response to the grievant.

c. **Step 3:**

(i) If the response at the second level of review does not resolve the matter, the grievant may appeal the grievance by signing and completing the County form and presenting it to the Sheriff within ten (10) business days of the grievant's receipt of the Step 2 response.

(ii) The Sheriff shall hold a meeting within ten (10) working days after receipt of the grievance at which time the grievant shall be afforded the opportunity to fully present his position. Within ten (10) working days of the hearing, the Sheriff or his designee shall submit his response to the grievant and the grievant's representative if any.

d. **Step 4:**

(i) If the response of the Sheriff does not resolve the grievance, the grievant may, within ten (10) business days of the Step 3 response, appeal the grievance by signing and completing the County form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

Chairman – County Manager or his designee

Secretary – Human Resources Director

Member – PCDA President or designee

Member—Board of Supervisor member

Attorney—Attorney for the relevant Employee Merit System Commission or the Law Enforcement Merit Council.

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

5. In lieu of such hearing before the Grievance Committee, where the grievant and the PCDA agree in writing, within the ten (10) business day time limit, 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 with experience in the public sector. The parties shall, within ten (10) business days of receiving the list, select the arbitrator by alternately striking names from the list until only one name remains. That person shall become the arbitrator and shall schedule a hearing regarding the grievance at which both parties shall be afforded the opportunity to fully present his position and to be represented.. The

arbitrator shall also hold the hearing as soon as possible at a time and place convenient for the parties, and shall be bound by the following:

- a. The arbitrator shall be bound by the terms of this Agreement and departmental rules and regulations when considering any issue property before him; and
 - b. The arbitrator shall expressly confine himself to the precise issue submitted to him and shall have no authority to consider any other issue not so submitted to him; and
 - c. The arbitrator shall be bound by applicable Federal and State law.
 - d. The Grievance Committee or the arbitrator shall submit findings and advisory recommendations to the grievant, his designated representative and the County Manager. The cost of the arbitrator and any other mutually incurred costs shall be split equally by the parties.
6. The County Manager shall, within ten (10) business days of receiving the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

7. Time Limits

Failure of County management representatives to comply with time limits specified herein shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with stated time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance of the stated deadline.

8. The PCDA may, in its own name, file a grievance that alleges violation by the County of the rights accorded to the PCDA by the specific terms of this Agreement. The PCDA shall file such grievance at Step 3 of the Procedure. The grievance must be filed and

signed by the grievant. Grievances involving three (3) or more grievants may be filed as a group grievance by the PCDA.

9. County grievances, should they occur as a result of the activities or actions of the PCDA, including the failure to act as required under this agreement, will be presented directly to the PCDA President within ten (10) business days of the occurrence prompting the grievance. The PCDA President or designee shall in each case provide a written answer within ten (10) business days from receipt of the grievance.

B. LABOR-MANAGEMENT COMMITTEE

1. There shall be a Labor-Management Committee consisting of four (4) representatives of the Employee Organization and four (4) representatives of the County and the Human Resources Director who shall be the Chairperson. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.

2. The Committee shall meet, when necessary, at mutually agreed upon times.

C. COPIES OF MEMORANDUM

1. Within sixty (60) days of the date that this Agreement is adopted the Board of Supervisors, the PCDA will arrange for printing of jointly-approved copies of it for furnishing one copy to every Employee, supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the PCDA and the County.

D. TERMS AND CONDITIONS

1. This Agreement constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

2. The County's rules and regulations, administrative directives and the Sheriff's Office departmental rules and regulations, and work place practices shall govern

Employee relations unless there is a specific conflict with a memorandum of understanding approved by the Board of Supervisors pursuant to the MCO. Where a specific conflict exists, this Agreement shall govern.

3. This Agreement cannot contradict the Meet and Confer Ordinance.

IX. BENEFITS

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

All full-time Employees are entitled to the following benefits:

- Vacation leave;
- Sabbatical leave;
- Sick leave;
- Tuition Reimbursement;
- Ten (10) paid holidays;
- Compensatory Time;
- Paid Overtime;
- Annual Uniform Allowance; and,
- Issuance of a Take-Home Vehicle.

All of the foregoing benefits are subject to the provisions of the relevant Pinal County Policies and Procedures and Sheriff's Office policy. Future amendments to the above-listed benefits governed by Pinal County Policy and Procedure may be made by Board of Supervisor action; however, this Agreement provides the PCDA a reasonable opportunity to address the Board of Supervisors before any final actions are taken to the Pinal County Policy and Procedure that affect such benefits.

Additionally, all full-time Employees are entitled to:

- Retirement Contributions;
- Participation in Deferred Compensation Plan;
- Participation in Medical, Dental and Vision Plans;
- Participation in Flexible Spending Accounts ("FSA's"); and,
- Access to Employee Assistance Program ("EAP").

The aforementioned benefits and contribution rates are subject to the provisions of the relevant Pinal County Policies, Board of Supervisors, and the Pinal County Employee Benefit Trust ("PCEBT"). The PCDA shall be permitted a reasonable opportunity to address the relevant deciding Board, prior to any future changes to these current benefits.

X. HOLIDAYS

A. All regular full-time Employees, regardless of assigned schedule, are entitled to 80 hours of paid holidays in accordance with Pinal County Policy and Procedure 7.20.

B. ALTERNATIVE WORK SCHEDULES

If an Employee works an Alternative Work Schedule as defined in Pinal County Policy and Procedure 3.51, and a holiday falls on an Employee's flex-day, the Employee maybe given another day off during the pay period. This holiday is always an eight (8)

hour day. Where the Employee is not provided a day off during the pay period, the Employee will receive eight (8) hours of compensatory time.

C. EMPLOYEES WHO WORK THE HOLIDAY

If an Employee is required to work on a holiday the Employee will be paid for all hours worked. Additionally the Employee will receive one hour of compensatory time for each hour worked up to a maximum of eight (8) hours.

XI. LEAVES; DUTY ASSIGNMENTS; ISSUES AFFECTING PAY/ REIMBURSEMENT

A. LEAVES

1. Employees requesting the use of vacation or a holiday on an alternate work day as provided in Pinal County Policy and Procedure 7.20, shall make a written request to their immediate supervisor. The Employee's leave request shall be granted wherever possible.

2. Employees requesting the use of accumulated compensatory time shall make a written request to their immediate supervisor. The Employee's leave request shall be granted provided operation of the Sheriff's Office will not be unreasonably disrupted.

3. If it is necessary to limit the number of Employees of any rank on vacation or a holiday on an alternate work day as provided in Pinal County Policy and Procedure 7.20 at any time or period of time, then Employees with greater consecutive seniority within that rank at the Sheriff's Office shall be given priority, if possible, in the selection of leave periods.

4. When an Employee's leave request must be denied due to staffing levels, the Employee may request permission to trade shifts with any other fully qualified Employee, subject to the approval of the supervisor(s) of both Employees. When trading shifts, the

County will incur no liability for overtime except for extended shifts. The County reserves the right to deny shift trading if it creates an additional expense for the County.

5. Employees who are members of the National Guard or any branch of the Armed Forces may, with the approval of their supervisor, switch days off or use shift trades to accommodate weekend military duty.

6. Subject to the terms of Pinal County Policy 7.45, Employees shall be allowed three (3) working days of bereavement leave in order to attend the in-state funeral and not to exceed forty (40) hours to attend the out-of-state funeral, with pay not to be deducted from sick leave, vacation leave, or compensatory leave, for the death of an immediate family member. Immediate family member is defined for this purpose as a spouse, domestic partner, natural child, adopted child, foster child, step-child, natural parent, step-parent, adoptive parent, one who functioned "in loco parentis", grandparent, step-grandparent, grandchild, step-grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent-in-law, niece or nephew.

7. Employees shall accrue sick leave subject to the terms of Pinal County Policy and Procedure 7.50, and accrue vacation leave subject to the terms of Pinal County Policy and Procedure 7.30. Pursuant to PCPP 7.50, an Employee who uses no sick leave during the full twelve-month period from October 1 through September 30 may have up to five days automatically deducted from his sick leave balance and transferred to vacation leave at the end of the pay period in which September 30 falls.

B. ASSIGNMENTS

1. Subject to the approval of the Board of Supervisors in the annual compensation plan, an Employee assigned by the Sheriff to a position that qualifies for assignment pay under PCSO policy will receive a five percent (5%) assignment pay increase for the duration of the qualifying assignment. A qualifying assignment for the purposes of this Agreement includes Detectives and Field Training Officers and 287G

positions. If an Employee holds more than one qualifying position, only one assignment pay increase shall be made.

2. It is not the Parties' intent to contradict "temporary assignments" as defined under Merit System Rule 9 or Law Enforcement Merit Council Rule 7

3. The Sheriff may unilaterally suspend assignment pay in any fiscal year. However, in any year where assignment pay is suspended, the PCDA President or designee shall have the right to reopen Meet and Confer negotiations on the existing Agreement for the purpose of addressing assignment pay and related issues. The PCDA President or designee must provide the Sheriff written notice of its intent to reopen negotiations no later than June 30th of the fiscal year in which assignment pay is to be suspended.

4. Deputies who live within the boundary of Pinal County or within twenty (20) linear miles from any Pinal County boundary may use their assigned vehicle for travel between their home and duty assignment, subject to the terms and conditions of the Pinal County Sheriff's Office Assigned Vehicle Policy.

C. ALLOWANCES

1. Training courses required by the Sheriff shall be attended on duty time as long as the operation of the Sheriff's Office is not unreasonably disrupted and shall be provided by the County at no cost to the Employee.

D. SHIFT DIFFERENTIAL PAY

Employees will have their base hourly pay rate increased \$.610 an hour for regularly assigned hour(s) worked between 1800 and 0600.

E. HOURS OF WORK

1. The regular hours of work for Employees covered by this Agreement shall include 30 minutes each work day for a meal break.

2. The regularly-scheduled working hours and/or days off of any Employee other than those assigned to Patrol Bureau may be reasonably adjusted to meet any special responsibilities, including training, of their assignments, except that days off will always be

consecutive. Exceptions may be granted with the permission of the unit supervisor or above. .

3. No Employee shall be made to work in excess of 16 (sixteen) consecutive hours in any 24 hour period, except under extreme conditions and without the approval of a supervisor ranked Lieutenant or above.

4. A minimum of eight (8) hours' time off will be afforded to any Employee between regularly scheduled shifts, including off duty contract work, excepting unforeseen circumstances or call out. Every effort should be made to allow Employees sufficient time off between shifts to ensure for the health and safety of the Employee.

5. The working hours of Employees may be adjusted to cover special events, which are defined as foreseeable events requiring additional traffic and/or crowd control. The Sheriff's Office shall make every effort to give the affected Employee(s) 14 calendar days' written notice of the schedule change. The written notice to the affected Employee(s) shall include the current work schedule and the new schedule indicating the specific time and date change. This minimum notice shall not apply in cases where the event could not have been foreseen (such as dignitary visits, etc.). In these cases, as much notice as possible will be given to affected Employees.

If this notice is not provided, the days or hours changed will be rescheduled to allow for the notice period, except in emergency situations. If the notice is not possible and it is not an emergency, non-exempt Employees will work the altered schedule while being compensated at one and one-half times regular hourly rate in the event that overtime is accrued. Both the Employee and his immediate supervisor may waive the 14 calendar days' written minimum notice requirement.

6. When an Employee is temporarily recalled to duty from out-of-state by order of the Sheriff while on an authorized vacation, that Employee shall be reimbursed for necessary and provable transportation expenses as determined by the Sheriff.

7. The Sheriff's Office may establish pilot projects for defined periods for the purpose of addressing special situations. Any Employee may be assigned to such a project and the working hours and/or days off of these Employees may be reasonably adjusted to meet the special responsibilities of the project during its necessary duration.

8. Employees who are on modified-duty status may have their hours shifted to meet the needs of the Sheriff's Office. Any change in hours will still provide consecutive days off.

8. Employees whose days off are changed to cover a special event that is later canceled will be notified as soon as practical of the cancellation and may remain on the adjusted schedule or return to their regular schedule, subject to the approval of their immediate supervisor, with full consideration given for the staffing needs of the Sheriff's Office. These time frames may be waived by mutual agreement of the affected parties.

F. OVERTIME

1. For the purposes of this Agreement, overtime shall be defined as all hours worked in excess of a work week as defined under A.R.S. § 23-392.

2. Paid leave time (including vacation, holidays, and sick leave) will not be considered part of an Employee's normal work week for the calculation of overtime.

3. Overtime shall be compensated at either 1.5 times the Employee's regular rate of pay in cash or 1.5 hours of compensatory time for each hour worked, at the Employee's option, subject to the following conditions:

At no time shall the Employee's total accumulation of compensatory time exceed 80 hours. Should an employee reach an accumulated balance of 80 hours, all additional overtime hours worked will be paid.

4. Employees who request the use of compensatory time shall follow the procedure in this Agreement.

5. Employees shall be compensated for overtime when, due to a change in work schedule associated with a Sheriff's Office-wide shift change, less than eight hours elapse between the end of one shift and the start of the next. Overtime shall be paid only for those hours that fall within eight hours of the former shift.

6. Requests for Approval

Employees must obtain advanced supervisor approval prior to working overtime, EXCEPT for the following incidents:

- a. When responding to a criminal subpoena arising from regular police duties and/or when an emergency precludes advanced approval;
- b. When necessary to successfully complete a preliminary investigation;
- c. To continue processing a traffic accident;
- d. To complete an essential phase of an investigation when delay would adversely affect the investigation;
- e. When an Employee must remain on duty until relieved by competent authority;
- f. When assignment involves the safety of persons or property, such as a fire, accident, or other disaster; and
- g. When working any other authorized assignment.

7. An Employee will not be permitted to work over 16 hours in any consecutive 24-hour time period without supervisor approval:

- a. A 24-hour time period begins at the time an Employee reports to duty after a minimum of eight consecutive hours off duty.

- b. An Employee will not report for duty or remain on duty after the conclusion of a 24-hour time period without having a minimum of eight consecutive hours off duty unless approved by a supervisor.
- c. Work shall include regularly scheduled work time, overtime, and extra duty time.

G. JUDICIAL PROCEEDINGS

1. For the purpose of this Agreement, "judicial proceedings" are defined as civil or criminal trials and pretrial hearings. An Employee covered by this Agreement required to attend any judicial proceeding to carry out the Employee's duty as a police officer during hours other than the Employee's regular hours and/or days of work, shall be compensated by two hours of overtime or the actual time spent in attendance, whichever is greater. Employees must appear at the court or hearing site to be compensated. There will be no compensation for officers waiting at home or any other off-duty site. Employees must verify need for appearance with the court as directed on the subpoena 24 hours prior to the time set for hearing/trial.

2. An Employee covered by this Agreement required to attend outside of normal duty hours any pretrial conference with defense or prosecuting attorneys required by the Arizona Rules of Criminal Procedure, or a deposition, attorney interviews, Motor Vehicle Division Office of Transportation driver's license hearing, or other Administrative Hearings, shall be compensated by two hours of overtime or the actual time spent in attendance, whichever is greater. Where a pretrial conference is possible and conducted by telephone outside of normal duty hours, such a conference shall be compensated by one hour of overtime or the actual time of the conference, whichever is greater. To the extent possible, all parties will make reasonable efforts to schedule such appearances during normal or approved duty hours.

3. An Employee called to attend a proceeding defined in items 1 and 2 herein, within 60 minutes of their regular tour of duty shall be compensated for overtime for time of actual attendance, including the period of time between the appearance and their regular tour of duty, not subject to the minimum provisions of items 1 or 2 herein. Employees who are called to attend a second proceeding in one day shall not receive a second minimum unless the second appearance is required more than 60 minutes from the end of the first two hour period or release from the first case, whichever is later. If called within 60 minutes, compensation shall include the interim period.

4. It shall be the duty of all Employees to attend court at times and places as required and to remain in attendance until discharged by the court or, with the court's permission, by the party summoning the Employee.

5. Employees requested to attend any proceeding in items 1 and 2 herein to carry out their duty as a peace officer when outside of Pinal County but within the State of Arizona, shall obtain Sheriff's Office approval. Transportation will be furnished by the County to the place of such attendance and time spent in transit to and from the place of attendance will be included in attendance time in determining pay.

H. CALL-OUT

1. All Employees covered by this Agreement who are called back to work during an off-duty period to perform unscheduled duties which are in excess of their regular hours of work, shall receive a minimum of two hours straight time each time called out, or the actual overtime hours worked whichever is greater.

2. An Employee called out within 60 minutes of their regular tour of duty shall be compensated for overtime for the actual time performing call-out duties, including the period of time between the call and their regular tour of duty not subject to the two-hour minimum and in compliance with the A.R.S. § 23-392..

3. Whenever call-out duty exceeds four hours, a meal break will be included if circumstances permit. Supervisors shall make every effort to provide food and breaks for those in remote locations or assigned to details that do not have a relief in these circumstances.

4. Travel shall not apply when an Employee is working overtime planned in advance.

5. Callouts cancelled prior to deployment are compensated; however, officers are required to have made a valid effort to respond to the call out (i.e., arranging for child care, driving to the incident, altering a schedule)

I. ON-CALL

On-Call Pay: Instituted to provide 24-hour coverage by various specialty units.

- a. Personnel scheduled on "on-call" receive one and one-half (1.50) hours of regular pay per day.
- b. If called out, they will receive overtime from the time they are called out in addition to the two hours on-callpay.

J. CLOTHING AND EQUIPMENT

The County shall provide a uniform allowance in accordance with Sheriff's Office Policy.

K. TRAINING

1. All training will be conducted on duty, if possible. Days off and duty hours may be re-scheduled or adjusted to accommodate on-duty training during an Employee's work week.

2. Off-duty training time is paid as cash overtime if schedule cannot be changed.

3. The Sheriff must approve any off-duty training in advance.

XII. SEVERABILITY

A. 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.

B. The County and the PCDA shall meet as soon as practical for the purpose of replacing any such terminated provision.

XIII. MISCELLANEOUS ISSUES

A. Compensation System and Medical and Dental Benefits

1. **The PCDA shall be permitted a reasonable opportunity to address** any consultant employed by the County for the purpose of studying and/or recommending changes to the County's classification and compensation system. Notice shall be provided to the PCDA President or designee.

2. **The PCDA shall be permitted a reasonable opportunity to participate in** any group or committee which includes any County employee, formed for the purpose of discussing changes to the County's classification or compensation system. Notice shall be provided to the PCDA President or designee.

3. **The PCDA shall be permitted a reasonable opportunity to address** any consultant employed by the County for the purpose of studying and/or recommending changes to the County's existing Medical and Dental Benefits Plans. Notice shall be provided to the PCDA President or designee.

B. Accrued Sick Leave

An Employee who has accrued 1000 hours or more of unused sick leave as a Sheriff's Office Employee may elect to convert additional sick leave the Employee accrues

into salary to be paid on a monthly basis. Once an Employee exercises this benefit, the employee must accept salary in lieu of sick leave for three (3) consecutive years. The accrual of 1000 hours of sick leave is a one-time eligibility requirement and an Employee's use of sick leave that results in an Employee having fewer than 1400 accrued hours shall not impact an Employee's right to convert newly-accrued sick leave into salary under this Section.

C. FUNDING

During each annual budget cycle, the Board of Supervisors will determine whether the funding for this Agreement is provided in the Sheriff's Office adopted budget or whether additional funding is needed to provide for the provisions of this Agreement.

Benjamin Cook
Pinal County Deputies Association

Approved as to form:

Pinal County Attorney

Anthony Smith, Chairman
Pinal County Board of Supervisors

ATTEST:

Clerk of the Board