



Order No. 2019-06-019

**AN ORDER OF THE COUNCIL OF THE CITY OF NOGALES APPROVING A ONE YEAR EXTENSION ON THE CURRENT AGREEMENT WITH THE NOGALES POLICE OFFICERS ASSOCIATION (NPOA).**

**WHEREAS**, the City of Nogales recognizes its intent in the development of harmonious and cooperative relations with its employees; and

**WHEREAS**, the City of Nogales's City Manager is recommending a one year extension to the current NPOA agreement; and

**WHEREAS**, the extension is in the best interest of the City of Nogales.

**NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF NOGALES** that:

1. The extended agreement attached hereto as Exhibit "A", is hereby adopted and approved.
2. That article 11-6 Uniform Allowance is noted as an area of dispute and submitted to Mayor and Council for consideration.
3. The City Manager is authorized and directed to execute the referenced agreement; staff is authorized and directed to take all appropriate steps and actions necessary to effectuate this agreement.

**PASSED, ADOPTED, AND APPROVED** by the Council of the City of Nogales, Arizona, this 03rd day of July, 2019.

  
Arturo R. Garino, Mayor

**ATTEST:**

  
Leticia Robinson, City Clerk

**APPROVED AS TO FORM:**

  
Michael Masee, Interim City Attorney

**STAFF SUMMARY**

**SUBJECT:** Employment Agreement with Nogales Police Officers Association

**BACKGROUND:** The Nogales Police Officers Association and the Chief of Police have not submitted their negotiate contract to the City Manager, and the City Manager is requesting that the current contract be granted a one year extension.

The City Manager has submitted the following changes to the NPOA contract, which have been rejected.

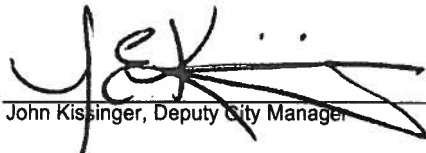
**Submitted** 11-6 Officers shall be paid a monthly uniform allowance of \$127.50.

**Proposed (rejected)** 11-6 The Nogales Police Department shall have a line item budget of \$92,893 annually for the purchase and maintenance of member's uniforms. This budget line item cannot be increased or exceeded during the fiscal year. Members will be responsible for maintaining their uniforms to present a professional image.

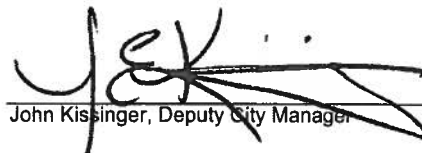
**STAFF RECOMMENDATION:** Extend the contract with the aforementioned proposed changes to Article 11-6.

**SUGGESTED MOTION:**

"I move to approve Order No: 2019-06-019" with the City Managers proposed changes to Article 11-6 (Uniform Allowance).

  
John Kissinger, Deputy City Manager

6/3/2019

  
John Kissinger, Deputy City Manager

6/3/2019

Agreement  
Between  
Nogales Police Officers Association  
and the  
City of Nogales

Effective  
July 01, 2019  
Through  
June 30, 2020

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## **PREAMBLE**

The following Agreement by and between the City of Nogales, Arizona, hereinafter referred to as the City, and the Nogales Police Officers Association, hereinafter referred to as the Association is recorded with the City of Nogales. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of Meet and Confer with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its Police Officers. Therefore, this Agreement is intended to be in all respects in and for the interest of the citizens of the City of Nogales.

## ARTICLE 1 DEFINITIONS

### SECTION 1-1

- A. "Association" and/or "NPOA" shall mean the Nogales Police Officers Association
- B. "Board of Directors" shall mean those members of the Association who are duly elected or appointed and serve as members of the Board of Directors of the organization pursuant to the By-laws of the Association. The Board of Directors shall include those members of the Executive Board as defined.
- C. "Calendar days" shall mean each day inclusive of weekends and holidays
- D. "Calendar week" shall mean the period of a month that runs from Monday to Sunday for a period of seven (7) days
- E. "Chief" or "Chief of Police" shall mean the Chief of Police of the City of Nogales, or his/her authorized designee
- F. "City" shall mean the City of Nogales, Arizona
- G. "City Manager" or "Manager" shall mean the City Manager of the City of Nogales or his/her authorized designee
- H. "Commission" shall mean the City of Nogales Appeals Commission
- I. "Department" shall mean the Nogales Police Department
- J. "Employee" shall mean a paid police officer, and/or detective, and/or corporal/sergeant of the Nogales Police Department and who is a member of the NPOA.
- K. "Executive Board" shall mean members of the Association who are elected, or appointed to fill the offices of President, Vice President, Secretary and Treasurer.
- L. "Gender" shall mean any reference throughout this Agreement where gender might be mentioned shall refer to and have equal force towards both male and female gender.
- M. "Grievance" shall mean any and all disputes arising under the Grievance Procedure in this Agreement
- N. "Grievance Representative" shall mean any Officer who is trained and appointed by the Association to assist Officers of this Department in the Grievance Procedures as set forth by this Contract.
- O. "Longevity" shall mean unbroken time in service in the Department from the date the employee became a Police Officer with the City of Nogales
- P. "May" shall mean that it is permissive
- Q. "Member" shall mean a Department employee who is a member of the NPOA
- R. "Officer" shall mean any non-probationary sworn Police Officer and/or Detective employed in the Police Department.
- S. Vacated
- T. "Shall" means mandatory
- U. "Off duty employment" shall mean any assignment where an officer provides a police related function that is not compensated directly or indirectly by the City of Nogales.

ARTICLE 2  
TERMS & CONDITIONS OF AGREEMENT

- 2-1 The interpretation or intent of any provision of this Agreement cannot be modified without prior consent and approval by the City Manager or designee, and final approval and consent by the City.
- 2-2 This agreement shall become effective on July 1, 2019 (subject to the approval of NPOA and the City) and shall remain in effect through June 30, 2020.
- 2-3 By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing and shall contain a detailed statement of the changes desired and reasons for them. The first meeting for negotiating the amendment will be scheduled within a reasonable period of time not to exceed 30 days after mutual consent to reopen. No changes shall be considered other than those directly related to the subject of requested amendments and agreement shall be in writing, signed and adopted by both parties. Such agreement shall become effective upon adoption and will remain in effect until the amended Agreement expires.

**ARTICLE 3  
SEVERABILITY**

- 3.1 If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this agreement, but the remainder shall remain in full force and effect.
  
- 3.2 Should any change be made in any State Law, Civil Service Rule or Regulation, City Charter or Code provision, or by order of a court of competent jurisdiction, which would be applicable and contrary to any provision contained in this Agreement, then such provision shall be automatically terminated. The remainder of this Agreement shall remain in full force and effect.



**ARTICLE 4  
RIGHTS OF REPRESENTATION**

- 4-1 The Association shall not take any action or any member of the Association in the bargaining unit, which constitutes discrimination under Title VII of the Civil Rights Act or of the City of Nogales Personnel Manual governing discrimination. The provisions of this Agreement shall be applied equally to all officers covered by this Agreement.
  
- 4-2 The Association shall not cause or attempt to cause an officer to discriminate against another officer because of the officer's membership or non-membership in any employee organization; or discriminate against any officer because he/she has signed or filed an affidavit, petition or complaint, or given any information or testimony alleging violations of this Agreement.

## ARTICLE 5 NPOA RIGHTS

5-1 The City and the Association shall agree that the Association can appoint Grievance Representatives. All the names of the Representatives shall be submitted in writing to the Human Resources Department, and the City Manager, in conformance with the provisions of this Agreement, before recognition of any Grievance Representative by the City Manager, and the Police Chief. The Human Resources Director is responsible to notify the Police Chief of duly assigned Grievance Representatives.

If the Association has not registered a Grievance Representative within the Police Department, wherein eligible members require representation, or the Representative is not available to represent a grievance, then the City Manager, or the Police Chief shall recognize a duly authorized Representative who has been appointed by the President of the Association.

5-2 Subject to staffing requirements as determined by the City Manager, and authorization from their immediate supervisor, representatives may be allowed leave from their regularly scheduled assigned duties, and consider this time as Union time, to represent a member of this bargaining unit in a grievance hearing, as authorized under this Agreement. Representatives may also be released from their regularly scheduled assigned duties to attend meeting between the Union, grieving employees and the City.

5-3 At the time this Agreement is executed, names of Association representatives shall be registered in writing with the Human Resources Director and the City Manager. In the event of personnel changes, the Association shall immediately notify Human Resources, and the City Manager, in writing. Association personnel may be granted on a case by case basis, access to work areas and/or Department facilities by the Chief of Police, or designee.

5-4 The Association and the Chief of Police may mutually agree that, subject to operational requirements as determined by the Chief of Police, the work assignment and scheduled of the President of the Association may be adjusted to facilitate the coordination aspect in relation to this Agreement.

5-6 Special Ad-hoc Committees may be established from time to time by the City Manager and the Association to discuss matters of mutual concern. Such committees shall in no way be construed as bargaining committees, nor shall they be empowered to modify in any way the terms and conditions of this agreement.

5-7 An employee of the Department shall have the liberty of being involved in political action outside of his/her work hours provided his/her work hours are in accordance with existing City Personnel Manual.

**ARTICLE 6  
PAYROLL DEDUCTIONS**

**6-1 ASSOCIATION DUES**

The City agrees to deduct, by payroll deduction, Association dues from the salaries of all Association members covered by this Agreement, and to remit the same, bi-weekly to the Arizona Conference of Police and Sheriffs, Local 7077 under rules agreed upon between the Association and the City. Furthermore, no such deduction shall be made except upon written authorization of each employee. Such authorized deduction shall remain in effect until notice of termination is given in writing by the employee to the City. A copy of the notice to separate from shall be forwarded within seven (7) days to the President of the Association by the Human Resources Director.

The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all legal costs 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 and forwarded as dues as defined in this Article, the Association shall refund directly to the employee such deducted amount.

**6-2 POLITICAL ACTION COMMITTEE DUES**

The City agrees to deduct PAC (Political Action Committee) dues from the salaries of all Association members covered by this Agreement by payroll deduction, and to remit the same, bi-weekly to the Association under the rules agreed upon between the Association and the City. However, no such deduction shall be made except upon written authorization of each employee. Such authorized deduction shall remain in effect until notice of termination in writing is given by the employee to the City.

The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all legal costs 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 and forwarded as dues as defined in this Article, the Association shall refund directly to the employee such deducted amount.

**ARTICLE 7**  
**TIME OFF FOR ASSOCIATION BUSINESS**

- 7-1 Employees identified by the Association as representatives in contract negotiations with the City may be granted leave from their regularly scheduled duties, and consider this time as Union time, to attend these negotiation sessions, to be conducted as mutually agreeable times.
- 7-2 The City may grant Grievance Representatives leave from their regularly scheduled duties, and consider this time as Union time to represent bargaining unit members in grievance hearing, subject to operational requirements. The Association agrees that there will be no more than one (1) Grievance Representatives at any given time.
- 7-3 The Association and the City may mutually agree that the Association shall make all requests for excused absences for Association activities as far in advance as possible.
- 7-4 In the event there exists insufficient hours in the leave bank established pursuant to 7-9 association members wishing to attend Association related business shall be allowed to request donation of vacation hours from fellow members as needed. The Association President shall make all requests for such leave in writing to the Police Chief.
- 7-5 All officers requesting leave or time off as part of this agreement shall also be responsible to follow the "Authorized use of Vacation Time", as stated in the current City of Nogales' Personnel Manual.
- 7-6 No leave or time off shall be allowed as part of this agreement that would place the City of Nogales or the members of the Nogales Police Department in jeopardy of providing basic police services. All leave or time off may be canceled during an emergency and the Association shall insure the immediate response by its members.
- 7-7 Executive Board members of the NPOA may be allowed "Release Time", paid at the employee(s) hourly rate, while on duty to attend NPOA and Management meetings held on matters pertaining to the administration of this Agreement, or the relationship between the City and NPOA. Paid time for attending said meetings shall be considered actual Union time.
- 7-8 City Police uniforms shall not be worn during association activities or undertakings without the express written permission of the Chief of Police.
- 7-9 The City shall deduct two (2) hours of vacation leave time from all Association members the beginning of each fiscal year and credit the time to the "Association Leave Bank." Association members wishing to attend Association related business shall be able to use vacation time from the Association Leave Bank. The Association President shall make all requests for the use of this leave in writing to the Chief of Police.

## ARTICLE 8 BULLETIN BOARD

- 8-1 The City agrees the Association may maintain one (1) three by three (3x3) bulletin board at the Nogales Police Department, in the Departments Squad Room, strictly for Association Business and shall not be construed as a Community Board and shall not have postings not dealing with Association Business.
- 8-2 The Associations Bulletin Board shall be used for the following notices:
- Recreation and Social Affairs of the Association
  - Association Meetings
  - Association Elections
  - Reports of Association Committees
  - Rulings, Policies, and information from the State or National Association
  - Legislative Enactment's and Judicial Decisions Affecting Public Employee Labor Relations
  - Notices to members from Executive Board Members dealing with Association business
  - Notices that the President and/or Vice President feel are informational to the rank and file of the Nogales Police Department
  - Official reports of NPOA committees or the Executive Board
  - NPOA newsletter
- 8-3 Prior to posting of materials, all materials shall be initialed by the President and/or Vice President of the Association and the Chief of Police or Chief's designee. Material containing inflammatory/derogatory statements, or cartoons, directed towards the City of Nogales, City Employees, or elected or appointed officials shall be rejected for posting. Notices or announcements shall not contain anything political in nature. No City Employee (including any member of the Nogales Police Department) shall tamper with the contents of an Association Bulletin Board nor post anything on it without the express permission of the Association President and it has been initialed by the Association President and/or Vice President.

**ARTICLE 9  
ON CALL COMPENSATION**

9-1 On call Duty and Compensation shall be governed in accordance with the existing City of Nogales Personnel Manual.

**ARTICLE 10**  
**SECOND HANDGUN AUTHORIZATION**

10-1 The Association and the City mutually agree that Police Officers With the prior written approval of the Chief of Police, Officers may be permitted to carry a second handgun, which shall be a Glock .40 caliber. The weapon should be used in an ankle holster or other concealed holster. An Officer shall not carry a backup handgun, unless the Officer has received subject to prior approval by of the Chief of Police. The Officer wishing to carry a second hand gun shall pass the Nogales Police Departments certified firearms course. The Officer shall be required to qualify with his/her concealed on-duty backup weapon. The Officer shall furnish his/her own ammunition for the purpose of qualifying with their backup handgun. Failure to re-qualify with the second handgun shall result in the suspension of privileges until such officer shows proficiency and qualifies at which time their privilege may be re-instated.

10-2 Ammunition for backup weapons, while on duty, shall be Department issued.

## ARTICLE 11 UNIFORM AND EQUIPMENT

- 11-1 The Chief of Police reserves the right to order a "Uniform of the Day" for special functions or events.
- 11-2 Officers may purchase and wear ball caps during their normal shift and while working off duty assignments. Ball caps shall be Navy Blue in color and shall contain the word "POLICE" or logo as decided by the NPD uniform committee. Logo or wording may be centered above the bill of the cap.
- 11-3 Officers may purchase, and wear at their cost, nylon gear belts and accessory holders. Officers shall not mix leather and nylon equipment on their gun belts. Officers shall maintain a complete set of leather uniform gear. Wearing leather or nylon gear, officers shall follow Standard Operating Procedures as it relates to wearing leather and special equipment.
- 11-4 On a normal workday, officers may wear either long sleeve or short sleeve shirts while on duty, during the calendar year, at their discretion. Wearing of either a long sleeve or short sleeve shirt shall be with a black or white crew neck collar T-shirt. Wearing of turtlenecks or mock turtlenecks shall be as approved by the NPD uniform committee and only worn with long sleeve uniform shirts.
- 11-5 The Association and the City may mutually agree that the City shall furnish to newly hired Police Officers, two (2) complete uniform to include; Two (2) summer and winter uniform shirts; two (2) pair of uniform pants; one (1) bullet proof vest (as defined in Section 12-8); one (1) 40 caliber service weapon; one-(1) leather gun belt with accessory holders and accessories; one (1) winter jacket. Officers who resign from the Department, prior to completing probation, shall reimburse the Department for the cost of the shirts and pants, and shall return all other issued City Property and Equipment.
- 11-6 Officers shall be paid a monthly uniform allowance of \$127.50.
- 11-7 The Association and the City may mutually agree that the City shall provide to all officers a bulletproof vest with a minimum standard of Threat Level II. Vests shall be provided to all new officers prior to the start of their first field week of training. Vests shall be replaced every five (5) years by the Officer making a proper request to the officer's immediate supervisor, who shall forward such request to the Chief of Police through the Chain of Command or at any time when obvious damage to the vest requires replacement.



**ARTICLE12  
GRIEVANCES**

- 12-1 Grievances shall be governed in accordance with existing City of Nogales Personnel Manual.

**ARTICLE 13  
HOURS OF WORK**

- 13-1 The hours of work for employees covered by this Agreement shall be forty (40) hours in a work week.
- 13-2 The work schedule of uniformed patrol officers and communication dispatchers shall consist of an eight (8) hour work day as scheduled by the department director.
- 13-3 In lieu of an unpaid one (1) hour meal period and two (2) fifteen-minute personnel rest periods as provided in the general policy governing City employees, uniformed patrol officers and communications dispatchers may, at the discretion of the department director, be provided one (1) paid thirty-minute meal break during their scheduled shifts; the meal period shall be as scheduled by the department director.

**ARTICLE 14**  
**OFF DUTY EMPLOYMENT**

- 14-1 Officers may hold outside non-police employment beyond their normal workday, which has no impact upon the employee's job performance and/or function or integrity of the Nogales Police Department. Complete information regarding off duty work schedules and nature of employment and shall be approved by the Chief of Police.
- 14-2 All off-duty police related employment shall follow NPD Off-duty employment policies as enacted by written departmental policies and shall conform to existing City Personnel Manual.
- 14-3 Officers having less than one (1) year of law enforcement experience may not hold outside police related employment.

**ARTICLE 15  
TRAINING**

- 15-1 The City and the Association may mutually agree that the Nogales Police Department shall maintain a fair and impartial advance-training program. A combination of seniority and performance shall be considered in all training requests. Command staff shall monitor the advance-training program to ensure fairness and compliance.

**ARTICLE 16  
RIDE ALONG PROGRAM**

- 16-1 The Ride Along program shall be administered in accordance with Department policy, as amended during the life of this Agreement. The parties may meet to consider methods to enhance the effectiveness of this program.
- 16-2 Officers are obligated, at the discretion of the Chief of Police, to participate in the Ride-Along program.

**ARTICLE 17**  
**SERVICE BADGE AND RETIREMENT IDENTIFICATION CARD**  
**UPON RETIREMENT**

- 17-1 The City shall present to each retiring officer, his/her service badge mounted on a plaque, a flat badge and holder with his badge number, the word Retired in the place where Officer or Patrolman is posted, and a Retired Nogales Police Officer Identification Card signed by the Chief not to exceed the cost of \$150.00.
- 17-2 If an officer has used the same badge number for his/her twenty years of employment with the City, his/her badge number shall be retired and not be re-assigned again.
- 17-3 If an officer serves twenty (20) years of continuous service with the City, the City shall pay for the officer's class ring at the officer's 20-year anniversary. Cost of ring not to exceed five hundred dollars (\$500).

## ARTICLE 18 EMPLOYEE BILL OF RIGHTS

- 18-1 It is recognized that allegations of misconduct against employees, including citizen complaints of a non-criminal nature, must be investigated to preserve the integrity of the police profession and the confidence of the public in its police department. Investigations of misconduct will be carried out in an expeditious and professional manner. Investigations will be conducted with full regard for the employee's reputation and legal right.
- 18-2 Internal and administrative investigations and interviews shall be conducted in accordance with A. R. S. 38-1101.
- 18-3 Officers may request to have a Representative present during the interview. The officer shall select a representative who is available on reasonable notice so that the interview is not reasonably delayed. The representative selected shall be an employee of the Nogales Police Department and not directly or indirectly involved in the Internal Investigation. The representative shall be at no cost to the city unless agreed upon by the Chief of Police. The representative shall only participate in the interview as an observer. The officer shall be permitted reasonable breaks of five (5) minutes duration during the interview for telephonic, or in person, consultations with others, including an attorney, who are immediately available. However, the officers cannot consult with any person who is known to him to be part of the internal investigation.

This section does not apply to:

- In the normal course of duty, counseling or instruction or an informal verbal admonishment by, or other routine or unplanned contact with a supervisor or any other law enforcement officer.
  - Preliminary questioning to determine the scope of the allegations or if an investigation is necessary. Conducted in the course of a Criminal Investigation.
- 18-4 Officers who are being investigated by Internal Affairs shall be afforded, upon request of their immediate supervisors, bi-weekly updates as to the status of the investigation.
- 18-5 It shall be the policy of the City of Nogales and the police Department to fully and completely investigate all citizen complaints against police officers.
- In all instances where a knowing and intentional false report is made to the Police Department, it is the policy of the Nogales Police Department to pursue criminal prosecution.
- 18-6 Employees shall have access to his/her disciplinary file and copies of said file upon written request.

**ARTICLE 19  
WAGES AND COMPENSATIONS**

- 19-1 The City and the Association shall agree that officers, while off duty, who are subpoenaed to court as a direct result of their duties or ordered to appear in any type of hearing, shall be paid at the rate of one and a half (1 ½) times of the officers normal salary rate per hour. In no case, shall an officer who responds be compensated for less than three (3) hours at the established rate.
- 19-2 Canine officers shall be afforded 60 minutes of each shift day for the kennel maintenance duties in lieu of additional pay compensation.
- 19-3 Each employee will have three (3) Personal Days paid that may be taken in increments of a minimum of one (1) hour a day at a time. These days have to be taken within the fiscal year.
- 19-4 Employees shall be entitled to an additional one (1) vacation day per year.



**ARTICLE 20**  
**SALARY INCREASES**

- 20-1 The Nogales Police Officers Association is respectfully requesting that all full time and probationary employees shall receive a reasonable salary adjustment for the following fiscal year.
- 20-2 Members shall have, on their own hiring anniversary date, the following salary step-increases:
- A. 1 year anniversary – 4% increase from current salary
  - B. 3 year anniversary – 4% increase from current salary
  - C. 5 year anniversary – 4% increase from current salary

**ARTICLE 21**  
**GRANT REIMBURSABLE OVERTIME**

21-1 Overtime shall be governed by currently existing City of Nogales Personnel Manual.

**ARTICLE 22**

## COMPENSATORY TIME

- 22-1 Compensatory time shall be governed in accordance with currently existing City of Nogales Personnel Manual.

**ARTICLE 23  
LEAVE**

- 23-1 Employee's requesting the use of vacation or holiday leave shall make a written request to their supervisor. The employee's leave request shall be granted wherever possible. The employee's leave request shall be granted provided operation of the Department will not be unduly disrupted.

**ARTICLE 24  
FUNERAL EXPENSES**

24-1 The Police Department Director shall assist designated family members of a deceased employee with any death benefits available through local, state and Federal sources.

Benefits may include the following depending upon the circumstances of an employee death:

- A. Current City of Nogales employee insurance death benefit as provided by the City of Nogales.
- B. Federal death benefit for line-of-duty death:
  - (1) \$250,000.00
  - (2) Free State University Tuition for children
- C. 100 Club of Arizona- \$5,000.00
- D. Arizona Concerns of Police Survivors
- E. Fraternal Order of Police
- F. Local bank account for survivor benefit.

**ARTICLE 25**  
**SHIFT DIFFERENTIAL COMPENSATION**

- 25-1 The Association and the City shall agree to compensate employees shift differential pay in the amount of \$.50 per hour. This compensation shall only be applied to employees who are scheduled and actually work swing shift (14:00 to 22:00 hours) and graveyard shift (22:00 to 06:00 hours) and shall exclude all other additional hours worked, such as but not limited to, special details, overtime, temporary work assignments, and on call.

**ARTICLE 26**  
**WEAPON RETENTION COMPENSATION**

26-1 City will provide necessary ammunition and related cleaning gear necessary for officer training and maintenance of required firearm proficiency.

ARTICLE 27  
TAKE HOME VEHICLES

27-1 Officers currently assigned twenty-four (24) hour use of take home vehicles shall be allowed the continued use of such vehicles in accordance with the terms and conditions governing their use as set forth in the City's Use Police adopted in Order 2013-05-048. In accordance with the said order parties acknowledge that the continued use of the vehicles may be rescinded anytime by the City Manager.



\_\_\_\_\_  
Victor Hetherington  
President  
Nogales Police Officer's Association

7-3-19

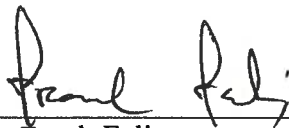
Date



\_\_\_\_\_  
Nicolas Acevedo  
Vice President  
Nogales Police Officer's Association

7-3-19

Date



\_\_\_\_\_  
Dr. Frank Felix  
City Manager  
City of Nogales

7-3-19

Date





John Kissinger <jkissinger@nogalesaz.gov>

**Re: City Managers Proposal to Contract**

1 message

John Kissinger <jkissinger@nogalesaz.gov>

Wed, Jun 19, 2019 at 11:04 AM

To: Victor Hetherington <vhetherington@nogalesaz.gov>

Cc: Roy Bermudez <rbermudez@nogalesaz.gov>, Carlos Jimenez <cjimenez@nogalesaz.gov>, Nicholas Acevedo <nacevedo@nogalesaz.gov>, Frank Felix <ffelix@nogalesaz.gov>, Frank Dillon <fdillon@nogalesaz.gov>, Jeanette Parrales <jparrales@nogalesaz.gov>

I will include your comments on the staff summary during the July meeting and note that you disagree with the City Managers proposal as it relates to Uniform Allowance. Section 11\_6.

Thank you for your response.

On Wed, Jun 19, 2019 at 10:48 AM <vhetherington@nogalesaz.gov> wrote:

Thank you for the information but at this time the Nogales Police Officers Association will have to decline the offer. We will agree to another one year extension of our existing contract.

This might be something we could consider in future negotiations with the city when we begin our next negotiations.

Victor Hetherington

Sent from my iPhone

On Jun 18, 2019, at 15:40, John Kissinger <jkissinger@nogalesaz.gov> wrote:

Mayor and Council are requesting more accountability concerning the uniform allowance. The City Managers Office is offering the following change..... your written comments are welcomed and will included during the July meeting.

**Nogales Police Department**

**CURRENT**

11-6 Officers shall be paid a monthly uniform allowance of \$127.50.

**PROPOSED BY MANAGER**

11-6 The Nogales Police Department shall have a line item budget of \$92,893 annually for the purchase and maintenance of member's uniforms. This budget line item cannot be increased or exceeded during the fiscal year. Members will be responsible for maintaining their uniforms to present a professional image.

John E. Kissinger | Deputy City Manager | City of Nogales, AZ | phone: 520-287-6571 fax: 520-287-9159 | 777 N. Grand Avenue, Nogales, AZ 85621 | www.nogalesaz.gov  
Office hours: Monday – Friday, 8 a.m. – 5 p.m.

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6/19/2019

nogalesaz.gov Mail - Re: City Managers Proposal to Contract

E-mails generated by council members, members of City commissions and committees or by staff and that pertain to City business are public records. Therefore, the e-mails must be preserved according to the City's records retention schedule and generally be made available for public inspection. E-mail correspondence is regularly reviewed by members of the public and other interested parties, including media outlets and reporters. To ensure compliance with the Open Meeting Law, members of the City Council, and of City commissions and committees should not forward e-mail correspondence to other members of the Council, board or commission. Members of the Council and other public bodies may reply to this message, but should not copy other members of the public body. Any questions should be directed to the City of Nogales' City Attorney: (520) 287-6571.

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