



# Agenda

## City Council Formal Meeting

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Wednesday, April 19, 2023

2:30 PM

phoenix.gov

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**\*\*\*REVISED April 18, 2023\*\*\***  
**Items Added: 107, 108**

### OPTIONS TO ACCESS THIS MEETING

#### Virtual Request to speak at a meeting:

- **Register online** by visiting the City Council Meetings page on phoenix.gov at least 2 hours prior to the start of this meeting. Then, click on this link at the time of the meeting and join the Webex to speak: <https://phoenixcitycouncil.webex.com/phoenixcitycouncil/onstage/g.php?MTID=e150303b3c6d542a117703c159278e776>

- **Register via telephone** at 602-262-6001 at least 2 hours prior to the start of this meeting, noting the item number. Then, use the Call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

#### In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive 1 hour prior to the start of this meeting. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

#### At the time of the meeting:

- **Watch** the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- **Call-in** to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2551 194 8644# (for English) or 2550 300 1218# (for Spanish). Press # again when prompted for attendee ID.

- **Watch** the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.

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**Para nuestros residentes de habla hispana:**

- **Para registrarse para hablar en español**, llame al 602-262-6001 **al menos 2 horas antes del inicio de esta reunión** e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2550 300 1218#. El intérprete le indicará cuando sea su turno de hablar.

- **Para solamente escuchar la reunión en español**, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 2550 300 1218#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- **Para asistir a la reunión en persona**, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.

**CALL TO ORDER AND ROLL CALL**

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- 4 Liquor License - Wineot District 2 - Page 22
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- 7 Liquor License - Special Event - Laveen Youth Football Association District 5 - Page 37
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**March 15, 2023, Planning Hearing Officer Action -  
PHO-1-23--Z-136-05-8 - Northwest Corner of 16th Street  
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- 103 **Remove/Replace Zoning District - I-17 and Deer Hollow Lane - Annexation 522 - Approximately 1,250 Feet North of the Northeast Corner of Circle Mountain Road and I-17 (Ordinance G-7104)** District 1 - Page 498
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**\*\*\*REQUEST TO ADD-ON\*\*\***
- \*108 **Repeal of the Prevailing Wage Ordinance and Request an Eight-Hour Rule to Research the Legality of a Prevailing Wage Ordinance** Citywide - Page 526  
**\*\*\*REQUEST TO ADD-ON\*\*\***

### **REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

### **000 CITIZEN COMMENTS**

### **ADJOURN**

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## City Council Formal Meeting



City of Phoenix

### Report

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**Agenda Date: 4/19/2023, Item No. 1**

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## **Mayor and Council Appointments to Boards and Commissions**

### **Summary**

This item transmits recommendations from the Mayor and Council for appointment or reappointment to City Boards and Commissions.

### **Responsible Department**

This item is submitted by the Mayor's Office.

ATTACHMENT A



**City of Phoenix**

**To:** City Council  
**From:** Mayor Kate Gallego

**Date:** April 19, 2023

**Subject:** BOARDS AND COMMISSIONS – APPOINTEES

The purpose of this memo is to provide recommendations for appointments to the following Boards and Commissions:

**Phoenix Deferred Compensation Board/Post Employment Healthcare Plan Board**

City Manager Jeffrey Barton and I recommend the following for appointment:

Inger Erickson

Deputy City Manager Inger Erickson will replace Karen Peters as Chair and fulfill a partial term to expire September 30, 2024.

**Public Safety Personnel Retirement System Local Fire Pension Board/Public Safety Personnel Retirement System Local Police Board**

I recommend the following for appointment:

Scott Steventon

Mr. Steventon is the City of Phoenix Retirement Program Administrator. He will serve in an ex-officio position for a term to expire June 30, 2026.



## Liquor License - Crazy Girls Cabaret

Request for a liquor license. Arizona State License Application 06070604.

### Summary

#### Applicant

Jeffrey Oursland, Agent

#### License Type

Series 6 - Bar

#### Location

1926 W. Deer Valley Road  
Zoning Classification: C-3 DVAO  
Council District: 1

This request is for an acquisition of control of an existing liquor license for a topless bar. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is April 25, 2023.

Pursuant to A.R.S. 4-203, consideration should be given only to the applicant's personal qualifications.

#### Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Rush Gentlemen's (Series 6)  
910 N. McClintock Drive, Tempe  
Calls for police service: N/A - not in Phoenix

Liquor license violations: In May 2021, a fine of \$1,500 was paid for failing to comply with Title IV.

Dirty's Topless Bar & Patio (Series 6)

3308 Grand Ave., Phoenix

Calls for police service: 22

Liquor license violations: In October 2020, a fine of \$7,500 was paid for failing to comply with the Governor's Executive Orders related to COVID-19 to cease and desist licensed activity.

### Public Opinion

No protest or support letters were received within the 20-day public comment period.

### Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "I was born in Phoenix in 1966. I graduated from Brophy College Preparatory in 1984. I graduated from Northern Arizona University in 1989 with a Finance degree. I worked for the government as a FDIC Bank Examiner for approximately one year after graduating from NAU. After which, I worked for myself buying and selling Real Estate for my personal Investment portfolio. To date, I have accumulated over 50 rental properties that I self manage in Phoenix, Mesa and Tempe. I work with many of the low income housing programs offered through the City of Phoenix and Tempe by helping families qualify to rent my properties. In November of 2010, I purchased a 16.5 percent interest in the Candy Store. I was found to be capable, reliable and qualified to be added as an owner to the Candy Store's Liquor license. I was also vetted by the City Council members and Liquor Department at the time. The Candy Store has a very clean record with no liquor violations in the past 10 years. I also currently have over 10 years of Adult Use experience helping the other owners manage the Candy Store. In March of 2017, I purchased 25 percent of Centerfolds Cabaret. Centerfolds Cabaret also has Adult use, but does not currently have an active liquor license. I am one of two Co-managing members that operate Centerfolds Cabaret. We have been open for over three years with no violations. In addition, I have had three more years of Adult Use managing this business. In February of 2021, I received approval for a new liquor license at Crazy Girls Cabaret located 1926 W. Deer Valley Road, Phoenix, AZ 85027. Crazy Girls Cabaret has a very clean record with no liquor violations. In June of 2022, I received approval for a new liquor license at Rush Gentlemen's Club located at 910 North McClintock Drive Tempe, AZ 85281. I am active in neighborhood and civil events



and consider myself a good citizen of Phoenix. I am a responsible business man. I am capable, reliable and qualified to be on another liquor license. I have completed both Basic and Management Title 4 Training. Crazy Girls Cabaret is an established business. This change is strictly to remove one member and add on a new member. Business operations will remain the same.”

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



## Liquor License - Streets of New York #31

Request for a liquor license. Arizona State License Application 233075.

### Summary

#### Applicant

Theresa Morse, Agent

#### License Type

Series 12 - Restaurant

#### Location

1985 W. Happy Valley Road, Ste. 105

Zoning Classification: Approved C-2 DVAO

Council District: 1

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is April 28, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"I am the owner of numerous Streets of New York store that sell alcoholic beverages. I ensure there is a manager on premise who is trained in Arizona Liquor Law to prevent sales to underage and obviously intoxicated customers."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"The location on Happy Valley Road had a liquor license however, I took over the location under the Corporation as opposed to a franchise. Therefore, this location has already been serving food and alcoholic beverages to the community. As a corporate store, our policies and procedures will be more strict. I am looking forward to serving residents in another Phoenix location."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Streets of New York #31

Liquor License Map - Streets of New York #31

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: STREETS OF NEW YORK #31

## Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	1
Wholesaler	4	1	0
Bar	6	1	0
Beer and Wine Bar	7	3	2
Liquor Store	9	3	2
Beer and Wine Store	10	4	0
Hotel	11	3	1
Restaurant	12	22	2

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.23	57.59	51.06
Violent Crimes	11.14	2.83	4.24

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	51	5
Total Violations	90	13

## Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6123001	2199	54	6	5
Average	0	61	13	19





## Liquor License - Wineot

Request for a liquor license. Arizona State License Application 07070748.

### Summary

#### Applicant

Terry Gardona, Agent

#### License Type

Series 7 - Beer and Wine Bar

#### Location

30835 N. Cave Creek Road, Ste. 125

Zoning Classification: C-1 PCD

Council District: 2

This request is for an ownership and location transfer of a liquor license for a beer and wine bar. This location was previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is April 23, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"Of our prior experience and training, in addition to successfully completing basic and Management Title 4 liquor training. We have hired former DLLC detective Keith Turner to assist in our application."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"There was a previous business in this location which was of the same license type and business model. Our new business will be operated professionally and by the owners, therefore being able to better facilitate the highest quality of service and enforcement of the city and state laws and rules."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Liquor License Data - Wineot

Liquor License Map - Wineot

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: WINEOT

## Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	1	1
Bar	6	1	1
Beer and Wine Bar	7	2	1
Liquor Store	9	4	0
Beer and Wine Store	10	3	1
Restaurant	12	7	5
Craft Distiller	18	1	1

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.23	6.92	8.91
Violent Crimes	11.14	0.47	1.06

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	51	4
Total Violations	90	9

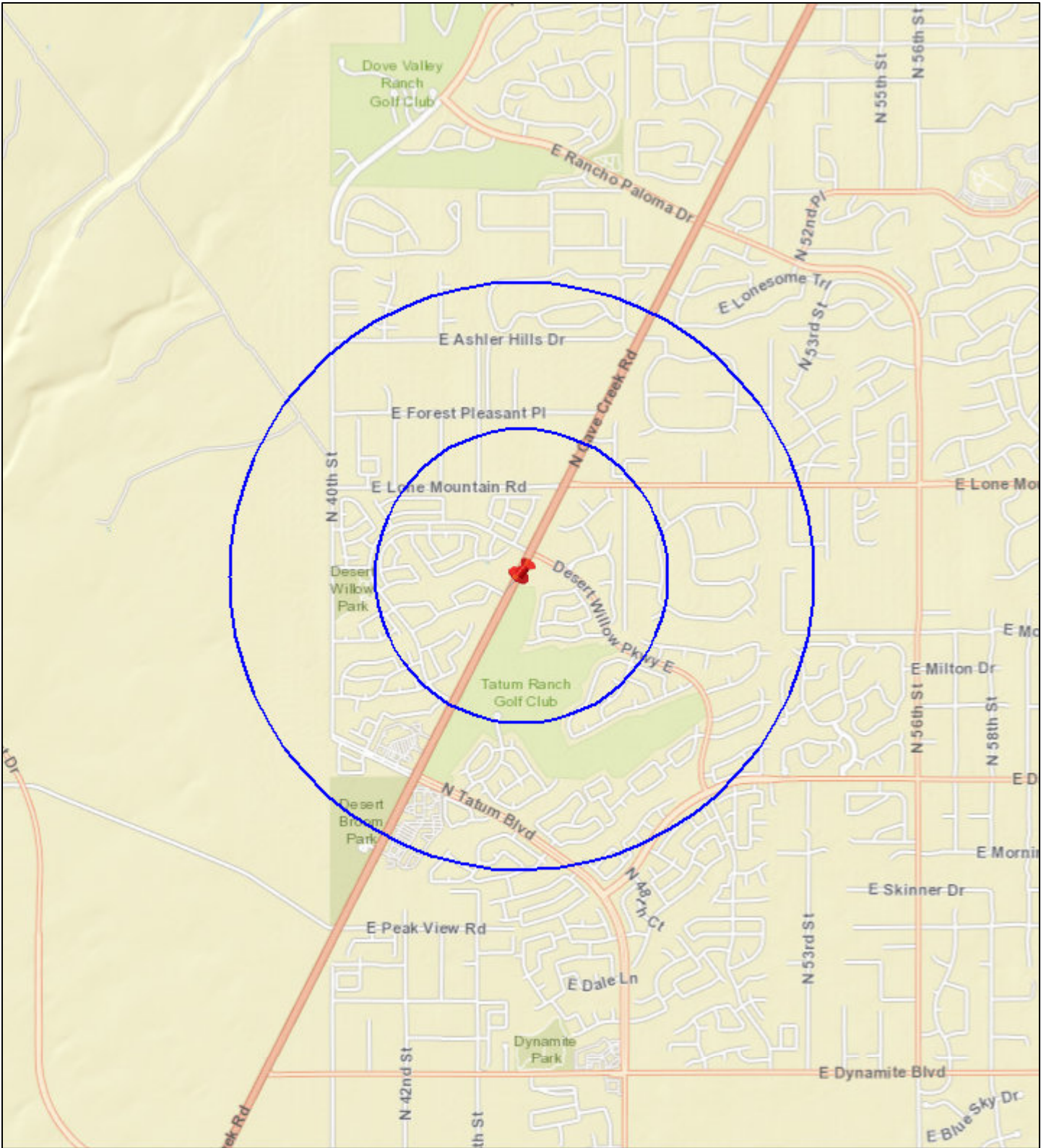


### Census 2010 Data 1/2 Mile Radius

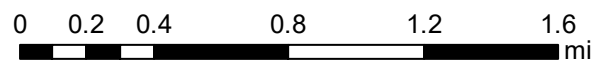
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6125001	1635	92	5	11
6126001	802	85	34	6
6126002	1050	94	23	3
6127001	1486	95	3	8
6127002	966	93	10	0
6130002	1447	94	3	0
Average	0	61	13	19

# Liquor License Map: WINEOT

30835 N CAVE CREEK RD



Date: 2/27/2023





## Liquor License - Lovcraft Beer Shop and Ale House

Request for a liquor license. Arizona State License Application 232579.

### Summary

#### Applicant

Rebecca Golden, Agent

#### License Type

Series 12 - Restaurant

#### Location

3128 E. Cactus Road

Zoning Classification: C-2

Council District: 3

This request is for a new liquor license for a restaurant. This location is currently licensed for liquor sales with a Series 6 liquor license and does not have an interim permit.

The 60-day limit for processing this application is April 25, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

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State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Lovecraft Beer Shop and Ale House (Series 6)

3128 E. Cactus Road, Phoenix

Calls for police service: 10

Liquor license violations: In February 2019, a fine of \$2,500 was paid for failure to request ID from an underage buyer and for selling, giving or furnishing an underage person with alcohol.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"I have held several Arizona liquor licenses from 2011 to date without any incident. I am Title 4 Manager certified and understand the responsibility of a liquor license."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"Lovecraft currently operates as a restaurant, and will continue to provide an upscale dining location to an up and coming neighborhood."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Lovecraft Beer Shop and Ale House

Liquor License Map - Lovecraft Beer Shop and Ale House

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: LOVECRAFT BEER SHOP AND ALE HOUSE

## Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	4	4
Beer and Wine Bar	7	2	1
Liquor Store	9	5	1
Beer and Wine Store	10	7	5
Restaurant	12	6	2

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.75	102.07	75.26
Violent Crimes	11.25	11.09	9.23

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	51	89
Total Violations	90	122

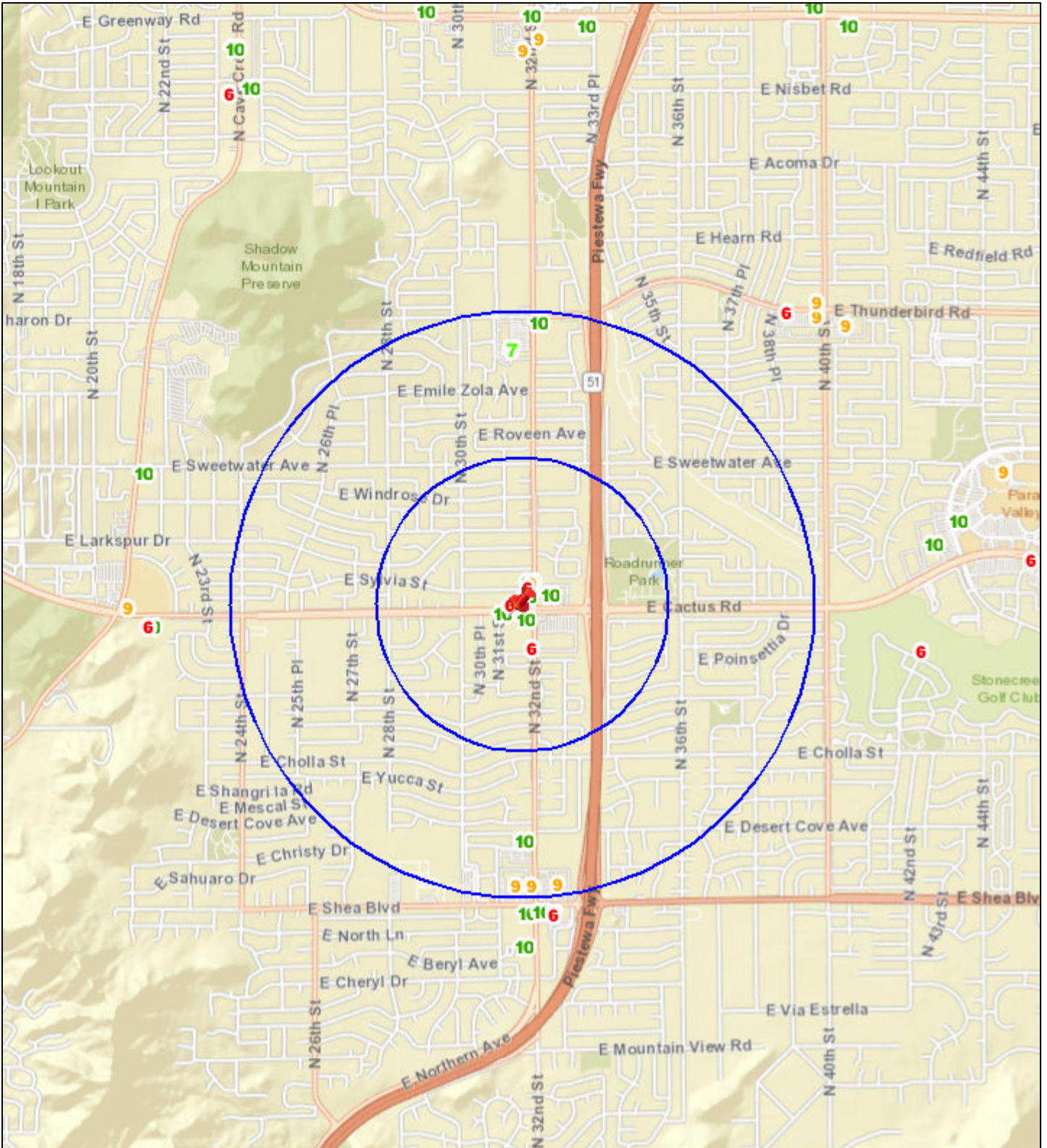
### Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1034001	1544	82	0	6
1035021	1498	61	5	10
1035023	1511	71	2	17
1035025	1744	70	0	4
1048021	941	84	0	4
1048022	1874	40	0	8
1049003	2131	84	6	2
Average	0	61	13	19

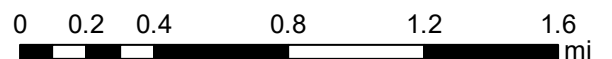


# Liquor License Map: LOVECRAFT BEER SHOP AND ALE HOUSE

3128 E CACTUS RD



Date: 3/7/2023





## Liquor License - Lovecraft Beer Shop and Ale House

Request for a liquor license. Arizona State License Application 232582.

### Summary

#### Applicant

Rebecca Golden, Agent

#### License Type

Series 7 - Beer and Wine Bar

#### Location

3128 E. Cactus Road

Zoning Classification: C-2

Council District: 3

This request is for a new liquor license for a beer and wine bar. This location is currently licensed for liquor sales with a Series 6 liquor license and does not have an interim permit.

The 60-day limit for processing this application is April 25, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

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State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Lovecraft Beer Shop and Ale House (Series 6)

3128 E. Cactus Road, Phoenix

Calls for police service: 10

Liquor license violations: In February 2019, a fine of \$2,500 was paid for failure to request ID from an underage buyer and for selling, giving or furnishing an underage person with alcohol.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"I have held several Arizona liquor licenses from 2011 to date without any incident. I am Title 4 Manager certified and understand the responsibility of a liquor license."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"Lovecraft currently operates as a restaurant, and will continue to provide an upscale dining location to an up and coming neighborhood."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Lovecraft Beer Shop and Ale House

Liquor License Map - Lovecraft Beer Shop and Ale House

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: LOVECRAFT BEER SHOP AND ALE HOUSE

## Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	4	4
Beer and Wine Bar	7	2	1
Liquor Store	9	5	1
Beer and Wine Store	10	7	5
Restaurant	12	6	2

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.75	102.07	75.26
Violent Crimes	11.25	11.09	9.23

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	51	89
Total Violations	90	122

### Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1034001	1544	82	0	6
1035021	1498	61	5	10
1035023	1511	71	2	17
1035025	1744	70	0	4
1048021	941	84	0	4
1048022	1874	40	0	8
1049003	2131	84	6	2
Average	0	61	13	19





## **Liquor License - Special Event - Laveen Youth Football Association**

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

### **Summary**

#### Applicant

Richard Lewis-Goodall

#### Location

4344 W. Indian School Road, Ste. 100  
Council District: 5

#### Function

Concert and Dance

#### Date(s) - Time(s) / Expected Attendance

June 9, 2023 - 8 p.m. to 2 a.m. / 700 attendees

June 10, 2023 - 8 p.m. to 2 a.m. / 700 attendees

#### Staff Recommendation

Staff recommends approval of this application.

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



**Liquor License - Special Event - Madison Camelview Parent Teacher Organization, Inc. (PTO)**

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

**Summary**

Applicant

Margaret Dodd

Location

5601 N. 16th St.  
Council District: 6

Function

Silent Auction

Date(s) - Time(s) / Expected Attendance

April 29, 2023 - 6 p.m. to 10:15 p.m. / 350 attendees

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



## Liquor License - Ajo Al's Mexican Cafe

Request for a liquor license. Arizona State License Application 233590.

### Summary

#### Applicant

Patrick Dains, Agent

#### License Type

Series 12 - Restaurant

#### Location

5101 N. 16th St.

Zoning Classification: C-2

Council District: 6

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 2, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

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Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"We have operated the business for the last 28 years with a liquor license."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"We will employ multiple people to the business and have a full service restaurant for people to eat and drink at."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Ajo Al's Mexican Cafe

Liquor License Map - Ajo Al's Mexican Cafe

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



# Liquor License Data: AJO AL'S MEXICAN CAFE

## Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	2	2
Bar	6	4	1
Beer and Wine Bar	7	7	2
Liquor Store	9	5	3
Beer and Wine Store	10	13	4
Hotel	11	1	0
Restaurant	12	44	12

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.75	16.26	2.65
Violent Crimes	11.25	3.21	2.01

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

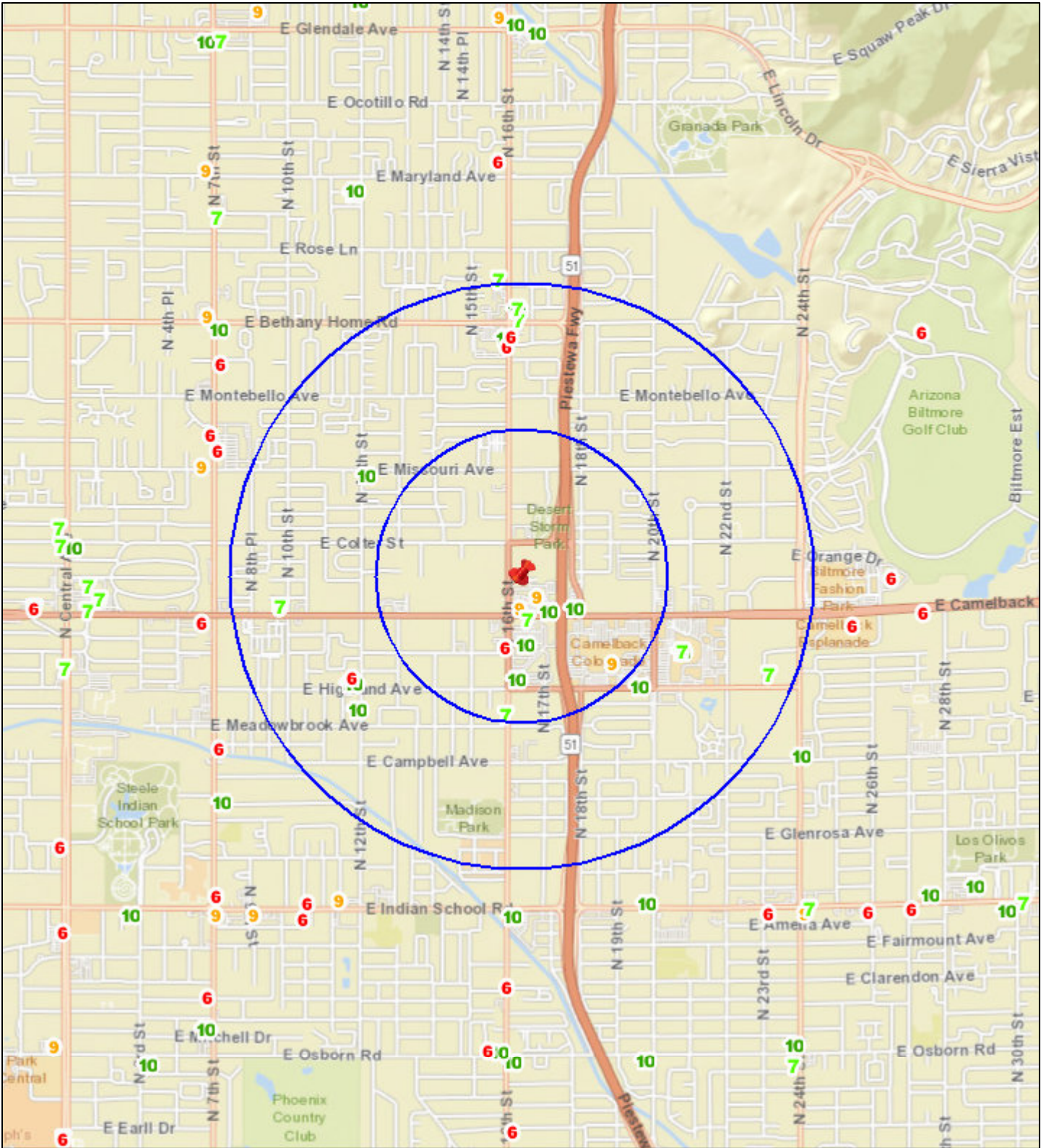
Description	Average	1/2 Mile Average
Parcels w/Violations	51	49
Total Violations	90	87

### Census 2010 Data 1/2 Mile Radius

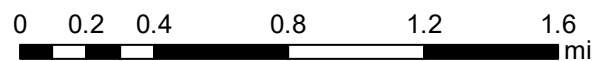
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1076021	1311	82	0	6
1076022	1734	54	18	3
1077002	738	57	10	8
1077003	457	26	26	16
1077004	526	77	27	21
1077005	736	14	6	4
1085011	1023	33	6	13
1085012	1416	74	21	4
1085024	549	43	31	15
1086021	790	37	38	22
Average	0	61	13	19

# Liquor License Map: AJO AL'S MEXICAN CAFE

5101 N 16TH ST



Date: 3/7/2023





## Liquor License - Little O's On Central

Request for a liquor license. Arizona State License Application 232498.

### Summary

#### Applicant

Jeffrey Miller, Agent

#### License Type

Series 12 - Restaurant

#### Location

8525 N. Central Ave.

Zoning Classification: R1-6 HCRO

Council District: 6

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and does not have an interim permit. This business is currently under construction with plans to open in May 2023.

The 60-day limit for processing this application is April 24, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the

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State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Little O's (Series 12)  
521 W. McDowell Road, Phoenix  
Calls for police service: 11  
Liquor license violations: None

#### Public Opinion

No protest or support letters were received within the 20-day public comment period.

#### Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:  
"Currently own another successful location in Phoenix. Will continue to ensure our employees are Title 4 liquor law trained."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"This is a laid back casual restaurant with flavorful food. A place to bring the neighborhood together."

#### Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

#### Attachments

Liquor License Data - Little O's On Central  
Liquor License Map - Little O's On Central

#### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: LITTLE O'S ON CENTRAL

## Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	3	0
Beer and Wine Bar	7	2	1
Liquor Store	9	3	1
Beer and Wine Store	10	8	3
Restaurant	12	8	4
Club	14	1	0

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.23	106.42	119.42
Violent Crimes	11.14	20.48	27.7

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	51	47
Total Violations	90	88

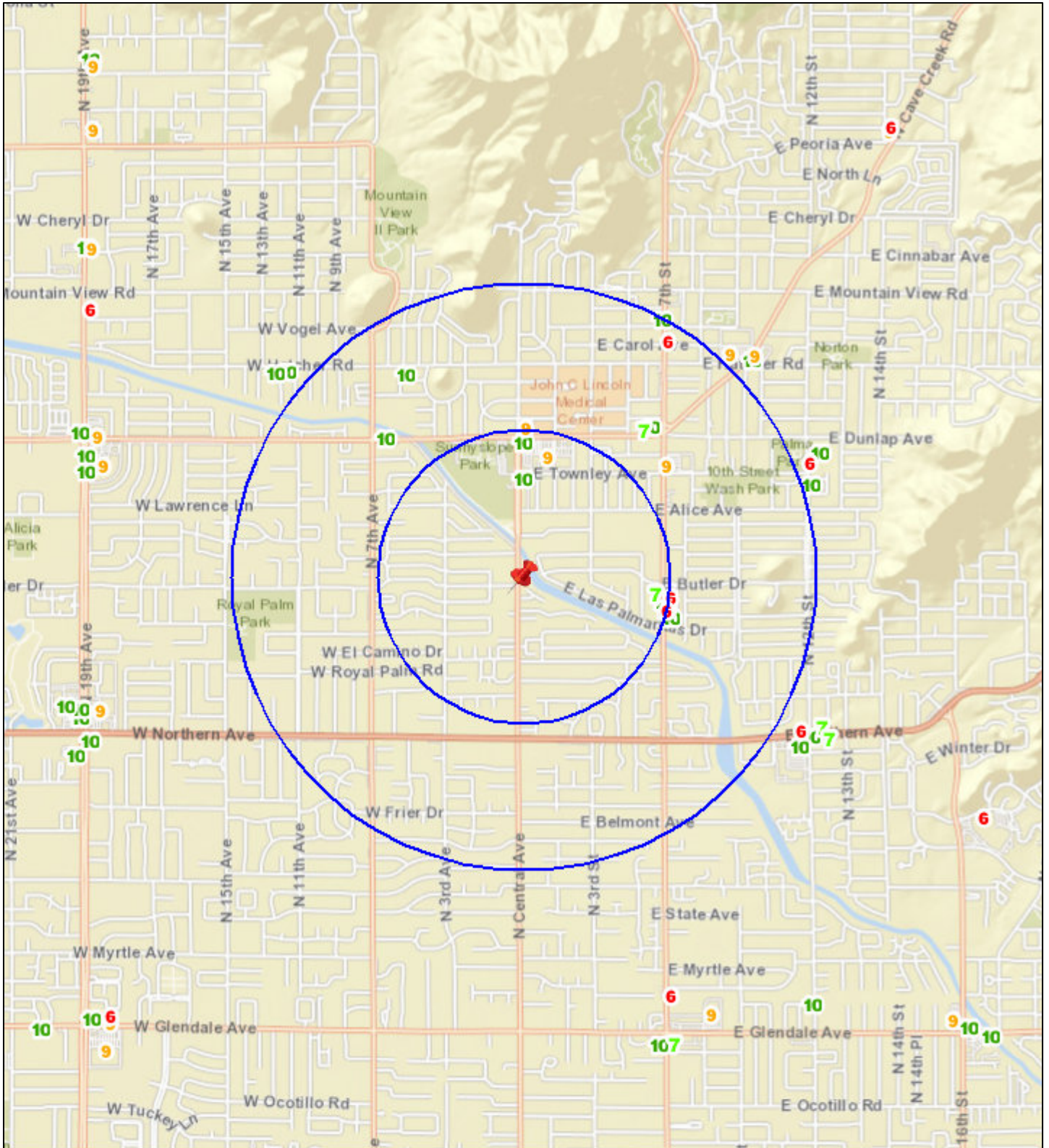
### Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1046002	1676	20	20	39
1046003	1165	68	20	35
1052002	1702	63	7	23
1052003	1140	66	15	17
1053001	1959	84	11	9
1053002	1704	34	25	42
1053003	1205	96	9	0
Average	0	61	13	19

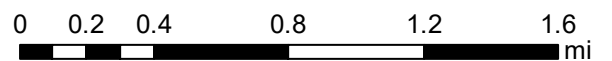


# Liquor License Map: LITTLE O'S ON CENTRAL

8525 N CENTRAL AVE



Date: 2/27/2023







## Liquor License - Pizza Hut #41008

Request for a liquor license. Arizona State License Application 232617.

### Summary

#### Applicant

Theresa Morse, Agent

#### License Type

Series 10 - Beer and Wine Store

#### Location

3220 E. Baseline Road, Ste. 126

Zoning Classification: C-1 BAOD

Council District: 8

This request is for a new liquor license for a beer and wine store. This location was not previously licensed for liquor sales and does not have an interim permit. This business has plans to open in May 2023.

The 60-day limit for processing this application is April 24, 2023.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

#### Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the

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applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "The owners have extensive experience owning and managing liquor licensed establishment in AZ and other states. All employees and owners are familiar with current liquor laws and are required to take liquor law classes. The owners primary purpose is to provide a safe environment for families whether dining in or simply take-out pizza. The owners have area coaches to provide oversight to all establishments and will comply with all city, county and state laws"

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"This business a beer and wine store with restaurant food to go which will service the local community for pick up or delivery of orders through trained employees. The company policy is very strict to ensure no person underage or obviously intoxicated is sold any alcoholic beverage. There will not be any consumption of alcohol on site or on an adjacent property to conform with Arizona Liquor Law."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Pizza Hut #41008

Liquor License Map - Pizza Hut #41008

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

## Liquor License Data: PIZZA HUT #41008

### Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	3	1
Liquor Store	9	1	0
Restaurant	12	5	2

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	58.23	35.35	60.82
Violent Crimes	11.14	5.14	8.06

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

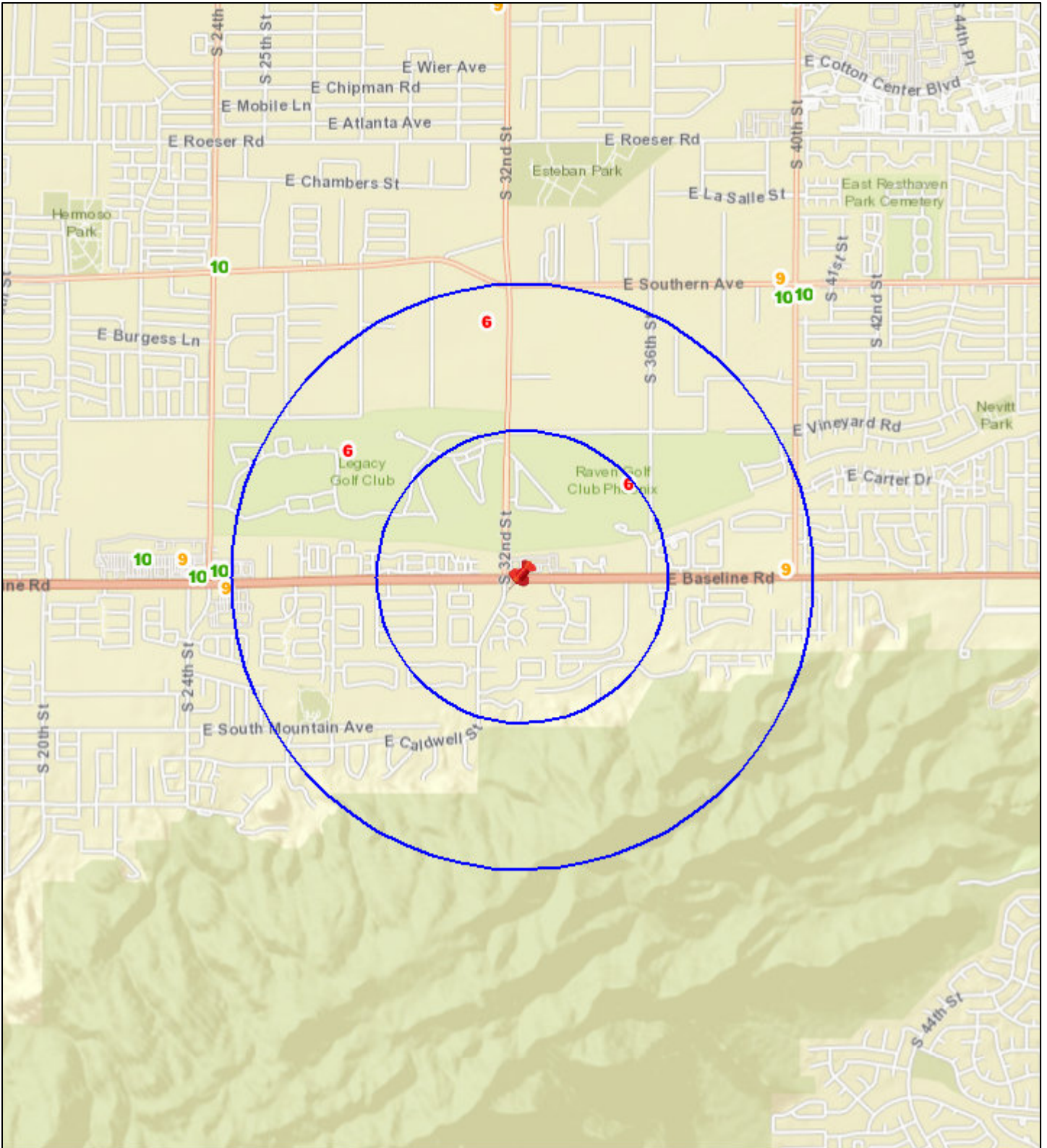
Description	Average	1/2 Mile Average
Parcels w/Violations	51	7
Total Violations	90	9

### Census 2010 Data 1/2 Mile Radius

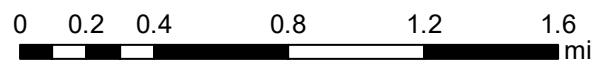
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1162032	2507	37	28	11
1162033	1381	79	23	5
1167041	2046	35	19	4
1167042	2012	71	13	9
1167331	388	71	0	0
Average	0	61	13	19

# Liquor License Map: PIZZA HUT #41008

3220 E BASELINE RD



Date: 2/27/2023





### **PAYMENT ORDINANCE (Ordinance S-49567) (Items 12-21)**

*Ordinance S-49567 is a request to authorize the City Controller to disburse funds, up to amounts indicated below, for the purpose of paying vendors, contractors, claimants and others, and providing additional payment authority under certain existing city contracts. This section also requests continuing payment authority, up to amounts indicated below, for the following contracts, contract extensions and/or bids awarded. As indicated below, some items below require payment pursuant to Phoenix City Code Section 42-13.*

#### **12 Angels on Patrol**

For \$25,000 in payment authority to support the Angels on Patrol Program. The program provides direct and immediate aid to crime victims and residents who are experiencing crisis situations, upon recommendation by an on-duty police officer. The program is unique in that it provides immediate response, often within two hours of request, and has been proven effective at providing added stability to Phoenix residents. Funding will be provided by the City Council District 6 Office.

#### **13 Public Safety Personnel Retirement System**

For \$89,350 in annual payment authority to purchase the Fiscal Year 2023-24 employer cost of the Firefighter and Peace Officer Cancer Insurance Policy program for the Fire Department.

#### **14 United Phoenix Firefighters Association**

For \$300,000 in annual payment authority for the Employee Wellness and Assistance program for Fiscal Year 2023-24 for the Fire Department. The program provides employee assistance and professional services to Fire employees and their family members, and is part of the Memorandum of Understanding.

**15 Industrial Commission of Arizona**

For \$97,230 in payment authority for the Human Resources Department to pay taxes to the Industrial Commission of Arizona for Workers Compensation injuries. The City of Phoenix has been self-insured for Workers Compensation injuries since 2003 and taxes are due quarterly based on premiums that would have been paid by an employer if the employer had been fully insured by a Workers Compensation insurance carrier.

**16 American Society of Composers, Authors and Publishers dba ASCAP**

For \$55,000 in payment authority to purchase annual music licenses for the Parks and Recreation Department. The license allows copyrighted music to be played at all City parks and facilities. The payment authority is for calendar years 2023 through 2027.

**17 Active Network, LLC**

For \$12,125 in payment authority for the Parks and Recreation Department to purchase 25 total Honeywell Genesis 7680G Scanners to scan membership card barcodes. Scanning membership cards allows for tracking the number of visitors in centers for reporting purposes. Currently, seven of the existing 19 scanners are not working and are irreparable. All scanners must be replaced because the existing older scanners and the new scanners will not work on the same upgraded technology.

**18 Global Music Rights, LLC**

For \$55,000 in payment authority to purchase annual music licenses for the Parks and Recreation Department. The license allows copyrighted music to be played at all City parks and facilities. The payment authority is for calendar years 2023 through 2027. The license will be renewed and paid annually.

**19 Ghaster Painting & Coating Inc.**

For \$13,015 in payment authority for the purchase of exterior painting services for the Parks and Recreation Department for the Phoenix Center for the Arts. The Parks and Recreation Department has an operating agreement with the Phoenix Center for the Arts for the management and operation of the facility, located at 1202 N. 3rd St. Ghaster Painting &

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Coating Inc. was hired by the Phoenix Center for the Arts to perform the exterior painting of the City-owned facility.

20 **Grate Solutions Company Inc. and Neenah Foundry Company**

For \$75,000 in payment authority for two new contracts with Grate Solutions Company Inc. and Neenah Foundry Company, entered on or about June 1, 2023, for a term of two years for storm drain/catch basin grates and frames for the Street Transportation Department. The Street Maintenance Division is responsible for maintaining the City's roadways, including flooded streets, clogged storm drains, and wash maintenance. Replacement storm drain grates and frames are needed to repair various storm sewer inlets throughout the City due to damage and/or wear and tear. Each contract will have \$37,500 in payment authority and capacity.

21 **Settlement of Claim(s) Vannan v. City of Phoenix**

To make payment of up to \$75,000 in settlement of claim(s) in *Vannan v. City of Phoenix*, 21-0974-001, GL, BI, for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving a dog bite incident with the Police Department on Dec. 13, 2021.



**Public Comment on Proposed MOU Between City of Phoenix and Laborers' International Union of North America, LIUNA Local 777 (Unit 1)**

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the Laborers' International Union of North America, LIUNA Local 777 (Unit 1).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.



**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**BETWEEN**

**LABORERS' INTERNATIONAL UNION**

**OF NORTH AMERICA,**

**LOCAL 777, AFL-CIO**

**AND**

**CITY OF PHOENIX**

**REPRESENTING FIELD UNIT I EMPLOYEES**

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## PREAMBLE

Whereas the well-being and morale of employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours and working conditions of their employment; and

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter "Memorandum") are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the charter or ordinances of the City except as expressly and lawfully modified herein; and

Whereas the parties agree that the Phoenix Employment Relations Board (PERB) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this Memorandum; and

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit I; and

Whereas it is understood by the parties that any hours or fractions of hours spent outside the employee's work shift in pursuit of rights and benefits provided by this Memorandum, shall not be counted as hours or time worked for the purpose of calculating and paying overtime;

Now therefore, the City of Phoenix, hereinafter referred to as the "City" and Laborers' International Union of North America, Local 777, AFL-CIO, hereinafter referred to as the "Union", having reached this complete agreement concerning wages, hours and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that the body resolve to adopt its terms.

# ARTICLE 1: RIGHTS

## Section 1-1. Purpose

It is the purpose of this Memorandum of Understanding (hereinafter "MOU") to continue and maintain harmonious relations, cooperation and understanding between the City and its employees; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding wages, hours, terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council.

## Section 1-2. Recognition

The City of Phoenix recognizes Laborers' International Union of North America, Local 777, AFL-CIO, (hereinafter "Union") as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance for all regular employees in positions as certified or hereafter certified by the Phoenix Employment Relations Board (PERB) as constituting Field Unit I. This includes the following positions in Unit I:

All regular full-time and part-time field employees employed by the following City of Phoenix Departments: (1) City Clerk – Mail Room, (2) Human Services – Laborers, (3) Parks & Recreation – Division Operations, Sports and Turf Management, Specialized Maintenance, and Aquatics Division, (4) Public Transit – Minibus Operators, (5) Public Works – Solid Waste Collections and Disposal Divisions, Landfill Operations and Transfer Stations, and (6) Street Transportation – Street Maintenance Division, Sign Manufacturing, Street Marking and Parking Meter Sections.

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

The City will notify the Union, in writing, 30 calendar days in advance before any new position or classification is placed permanently within Unit 1. The parties agree to consult on the inclusion or exclusion of new classification(s) in Unit I and will thereafter refer any such matter to PERB for appropriate action.

If any conflict exists between the language in the Administrative Regulations or employment/department rule and the language of this MOU, the MOU shall prevail.

### **Section 1-3. City and Department Rights**

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the sole and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects except as expressly modified by this MOU.
- B. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU, and such decision making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this MOU to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under the Meet and Confer Ordinance.

### **Section 1-4: Union Rights**

- A. No employee shall suffer reprisal for the exercise of rights granted by this MOU.
- B. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and LIUNA Local 777 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit employees; serving on City and departmental task forces and committees; facilitating

effective communication between City and Department management and unit employees; assisting unit employees in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

## 1. Full-Time Release Positions

Three (3) persons designated as official full-time release Union representative for the unit shall be allowed up to 2,080 work hours for each representative per MOU year to engage in lawful Union activities pursuant to and consistent with this MOU. The full-time release positions agree to be bound by all City rules and regulations. Time used for this purpose in excess of 2,080 hours for each representative shall be at the expense of the Union and the Union shall reimburse the City at the employee's hourly rate of pay. The City will pay the employee's full-time fringe benefits.

The Union shall notify Labor Relations and the appropriate Human Resources Liaison 5 working days in advance when requesting release time for the above official designated Union representatives.

The Union will submit quarterly reports to the Labor Relations Division documenting the regular work schedules of the release positions and any leave used during the quarter.

Upon return from full-time release, the official Union representative shall be reinstated to their original location/yard and schedule. If the previous location is no longer available, then the employee will have their choice of location/yard and schedule based on availability and operational need as determined by the department. Once at the location/yard the employee will, if applicable, receive an available assignment of route, truck and partner. They will then have an opportunity to participate in the next future transfer process in accordance with the department's transfer policy. In addition, any approved leave time the employee had scheduled prior to their return to their department shall be honored by the department.

The City will provide 3 parking cards to the Union.

## 2. Union Stewards

The Union may designate 45 Union members as stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from

amongst Union members regularly working at the job sites within the proximate geographic area where they are intended to provide representation. The Union shall endeavor to be equitable in the distribution of its stewards.

- a) One such representative from the Grievant's home department may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1-A), when the Union is designated by a Grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. Paid release time used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation shall be charged against the bank of Union release hours (Section 1-4 D).
- b) City employees who are on duty and are, either witnesses, charging parties, appellants or grievants and the shop steward representing any such employee from the employee's home department, may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and department Accident Review Board meetings on City time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisors approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances the group will be allowed to select no more than two non-witness grievant representatives to attend the proceeding. These do not have to be the same group grievant representative for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.
- c) Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of assisting in the adjustment of grievances and other official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the operational and safety regulations and procedures as directed by the supervisor.



### 3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and 4 working days advance request in each instance, a unit total of 4,287.25 hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Union include:

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations.
- For stewards to provide representation when a steward from the employee's home department or a full-time release employee is unavailable.
- For a second representative to attend a grievance or investigative meeting.
- For authorized representatives to attend Union conferences, meetings, seminars, training classes and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- For authorized representatives to research and prepare for grievance meetings and disciplinary hearings.
- For authorized representatives to educate and communicate with unit employees in support of City policies and programs, and participate in City partnerships.

Only one representative may be released from the same work group at the same time. No representative will be permitted to use more than 420 hours of release time from the bank of hours in any one MOU year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the LIUNA Local 777 Lead Business Manager. The number of hours used in excess of the allowable Union release hours at the end of the contract term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 7500 hours.

- a) The Union shall be allowed up to \$20,000 per MOU year to be used towards LIUNA Local 777-City of Phoenix Apprenticeship Programs to purchase training

materials, uniforms, promotional outreach materials, instructional activities such as schools and workshops, and any other activity approved by the Human Resources Director or his/her designee for Unit employees approved to participate in the Apprenticeship Programs. These monies are to be paid to the Union in one lump sum in the first pay period of each MOU year. The Union will document the nature of the expenditures made for each Unit employee approved to participate in the Apprenticeship Programs. The City Auditor Department may conduct an audit of the funds designated for the Apprenticeship Programs-periodically. Any payments not adequately supported by the documentation of expenses, or payments made for activities outside the scope of this agreement, will be returned to the City by the Union.

At the end of each fiscal year, any money not expended on the Apprenticeship Programs will be carried over to the next year for continued use in these programs. The funds set aside for the Apprenticeship Programs will not exceed \$30,000 and the City and the Union will discuss appropriate measures to ensure the Union receives the appropriate economic value.

- b) In recognition of the mutual benefit provided to the City and the Union by the full-time release positions, the City agrees to pay the Lead Business Agent of the Unit two hundred and eight overtime hours each MOU year. The two full time Union Representatives will be paid 80 hours overtime each MOU year. The overtime will be paid on the last paycheck of July upon request of the Union. The Union shall make such request no later than June 1.

The Union agrees to reimburse the City of Phoenix for the equivalent salary costs plus fringe benefits on or before the last day of July each MOU year.

- C. Unit employees may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion consistent with this MOU.
- D. There shall be no use of official time for unit-related activities except as has been expressly authorized under this MOU. The City reserves the right to deny approval of request for use of official time for activities not expressly authorized under this MOU. The City shall not arbitrarily deny requests for use of official time for union activities.

#### E. Payroll Deductions

- 1) The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits pursuant to the City's deduction authorization form duly completed and

signed by the employee and transmit such deductions monthly to the Union no later than the 14th day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deductions herein shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it, consistent with the PERB Ordinance Section 2-214.

If it is determined by a final decision by a court of competent jurisdiction that "Fair Share" does not violate Arizona State law or the Arizona State Constitution, the Union and City shall open up this contract to bargain in good faith over the "Fair Share" issue.

- 2) The City shall not make dues deductions for unit employees on behalf of any other employee organization as defined in the Meet and Confer Ordinance, during the term of this MOU.
- 3) The City assumes no liability on account of any actions taken pursuant to this section. The City shall, however, as promptly as technically possible, implement changes brought to its attention. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of deduction hereunder for the general membership, provided cost for implementing such changes shall be reimbursed by the Union. This charge shall not apply to submission of new individual authorization cards or revocations or individual status changes.

#### F. Facilities and Services

- 1) The Union may distribute material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's operation. Materials may be posted or distributed on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided both the employee distributing and the employee receiving such material are on their own time.
- 2) The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations. All bulletin boards will be kept updated with material that is current and up to date.

- 3) The Union shall have the right to meet with new unit employees for the purpose of informing each such employee of the Union and of that employee's right to have Union dues deducted from his/her pay warrant. The Human Resources Department will notify the Union when orientation sessions involving new unit employees are scheduled.

Such opportunity shall be afforded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Department Orientation Program (PWOP), and Parks & Recreation Department New Employee Orientation (Parks & Recreation NEO), Streets Transportation Department New Employee Orientation (Streets Transportation NEO), Aviation Department New Employee Orientation (Aviation NEO).

The speaker cannot be defamatory against the City or specific departments or individuals.

#### G. List of Unit Employees

Upon the Union's filing of a Third-Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit employees which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, **and a monthly list of employees added that month to Unit 1.**

Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with unit employees, other legitimate union purposes, and shall not be shared with any other individual or organization.

- H. Upon written request from the Union, the City will provide specific information from an employee's personnel files pertinent to a written grievance, arbitration case or civil service appeal. The City will also provide all pertinent collective bargaining information requested by the Union. The information will be supplied to the Union at no charge.
- I. In accordance with the City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.
- J. For a unit employee whose regular shift is other than day shift, there will be flexibility in changing his, her or their normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee. There shall be a 48-hour notice to the affected Department to ensure proper coverage.

## K. City Email

The City shall send union-requested communication using the City Email System using the following procedures:

### Processing Guidelines

- Requests for email distribution must be submitted by the LIUNA Local 777 Business Manager or their designee from the labor group to the Labor Relations email address (labor.relations@phoenix.gov).
- Labor Relations will review the email content to ensure compliance with the guidelines noted below.
- Labor Relations will distribute compliant emails to unit members within 5 business days.
- A limit of one email per month, per labor group will be distributed. Exceptions will be reviewed by Labor Relations.
- Emails will only be distributed to the corresponding unit members.
- Emails will be sent to unit members via blind copy.
- The standard City notice not to reply will be included on all emails.

### Email Content Guidelines

The following is a list of acceptable types of communication. This is not an all-inclusive list:

- Labor benefit fairs/ meet-and-greets.
- Union Open House's.
- City program/policy changes.
- Open Enrollment.
- Promoting City/union-sponsored training, committees, safety programs or initiatives.
- City/union/association-sponsored charitable events or community projects.

### Other Guidelines/Information

- Communication cannot violate City policies.
- Communication cannot reflect negatively on the City organization, City staff, elected officials, or residents.
- Communication cannot negatively impact our residents' perception of the City.

- All distributed emails are subject to the City's public records policy (reference AR 1.60, Public Records Request Processing).
- Changes may be made to these procedures at any time.
- Changes will be communicated with labor groups prior to implementation.

## **Section 1-5. Rights of Unit Employees**

### **A. Non-Discrimination**

All unit employees have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union.

### **B. Grievance Representation**

All unit employees have the right to present their own grievance, in person or by legal counsel in accordance with Article 2, Section 2-1. A copy of all MOU grievances, filed by anyone other than a designated official Union representative, shall be sent to the Union office. There shall be no cost incurred to the Union.

### **C. Disciplinary Investigations / NOI Representation**

A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.

B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will immediately stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

#### Time limit for investigations

- D. If the City elects to issue written questions to the employee, the following shall apply:
  - I. If an NOI is being issued and there is no active questioning, representation is not required. Employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
  - II. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
- E. If the City elects to conduct an investigatory interview, the following shall apply:
  - I. Prior to the employee being interviewed, the unit employee shall be advised of their right to a representative.
    - A. Prior to the employee being interviewed, the employee shall be advised of their right to a representative and given up to 48 hours to secure representation. The 48-hour time period may not apply in emergency situations.
    - B. A unit employee identified solely as a witness will not be prevented from contacting the union on their own time to consult with a union representative prior to their interview.
  - II. The NOI form will be issued at the meeting.
  - III. The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.

- IV. The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe. At any time either party requests a caucus the party shall inform the other party of an estimate of what time they shall return.
  - V. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The employee will be given the opportunity to clarify their answer after the caucus.
  - VI. Neither party will behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  - VII. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement for no more than 5 minutes.
  - VIII. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.
  - IX. The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
- I. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the employee's family, the employee's attorney, the employee's clergy, the investigator, or chain-of-command.
  - II. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
  - III. The member shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].



IV. A unit member shall receive a copy of any statement that they are asked to sign.

V. Every 60 days, a unit employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.

G. Misc.

No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. An employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the employee.

J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer 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 Article.

D. Personnel Files

1) Any unit employee covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Human Resources Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.

2) No unit employee shall have any adverse statements entered in to their personnel file without having a discussion about the action.

- 3) Unit employee may, at their discretion, attach no more than a 1-page rebuttal statement to any material contained in their personnel file which may be of a derogatory nature within 7 business days.

#### E. Fair & Impartial Treatment

All unit employees have the right to be treated equally and in a manner, which is fair and impartial in any matter associated with the rights of unit employees under the terms of this MOU.

#### F. Coaching / Supervisory Counseling

A coaching is a verbal discussion with an employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's files for both positive and negative incidences. A coaching is to be one-on-one. When 2 or more supervisors are present at the coaching, the employee shall be advised of their right to representation. An employee may receive more than 1 coaching for a similar matter.

A supervisory counseling is a warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee. If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and an above the line statement of "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

**Sustained** discipline of **40-hour** suspension or **greater** of the following types:

- The employee has been abusive or threatening in **attitude**, language, or conduct towards fellow employees, **customers of the City, or the public.**

- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
  - **The** employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite<sup>1</sup>, **unless such employee is a police officer.**
- <sup>1</sup>(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).**
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
  - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
  - The employee is under the influence of alcohol or illegal drugs on the job.
  - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
  - The employee committed a violation of the City's Ethics Policy.
  - **The employee's actions meet the elements of a felony.**
  - The employee committed an act of dishonesty.

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands		<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

### G. Performance Evaluation

Although the terms “coaching” or “supervisory counseling” will not be used, the employee’s behavior or performance which resulted in the “coaching” or “supervisory counseling” can, along with any other behavior or performance, be discussed in the performance evaluation.

If an employee is not given their performance evaluation by the annual review date, the employee’s merit increase shall be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date. (If an overall “met”).

### H. Departmental Policies

The City will notify employees and Unit 1 of new or revised written City or Departmental policies affecting unit employees as soon after release as possible. The City shall post on their bulletin boards any new policies and/or revisions in City or written department policies and procedures affecting Unit I employees. Notice shall

remain posted for no less than 21 calendar days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate and practical to do so.

## **Section 1-6. Prohibition of Strikes and Lockouts**

- A. The provisions of the Meet and Confer Ordinance are expressly incorporated herein.
- B. The City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

## **Section 1-7. New Positions / Classifications**

### **A. Classification and Compensation Studies**

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

### **B. New Classifications**

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

### **C. Position Management**

The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

### **D. Union Requested Job Classification Studies**

The Union may submit written requests for job classification studies to the Human Resources Department. Requests from the Union will be prioritized with other standing requests.

- 1) All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
  - a) A full description of the new duties and responsibilities.
  - b) A full explanation of why the Union feels the position(s) should be reclassified.
  - c) A list of comparative positions/ classifications that led to the Union's request.
  - d) Such other information as is normally considered relevant to a classification review.
- 2) The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures.
- 3) The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least one request by the Union shall be completed by the Human Resources Department in order of their ranking if the City Manager has authorized the HR Department to conduct studies.

## **ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT**

### **Section 2-1. Grievance Procedure**

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

#### **A. Informal Resolution**

1. As a matter of good labor-management relations the parties encourage unit employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit employee may file a formal grievance in accordance with the following procedure.

## B. Definition of Grievance

1. A grievance is a written allegation by a unit employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

## C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

### 1. Step 1

The unit employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed

appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 1 and proceed to Step 2 of the grievance procedure.

## 2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 2 and proceed to Step 2.5 or Step 3 of the grievance procedure.

## 3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievance and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

## 4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present their position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

Member – A City function head on a rotating schedule.



Member – An individual mutually agreed upon between the City Manager, or his designee, and LIUNA Local 777.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and their designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
  - i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
  - ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
  - iii. The arbitrator shall be bound by applicable State and City law.
  - iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

#### D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the

grievance; except however, that the parties may extend time limits by mutual written agreement in advance of the deadline.

#### E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-4 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

#### F. Group Grievance

When more than one unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named grievants. Each unit employee that is a party Grievant must be named and must sign such group grievance.

#### G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

#### H. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step 2 that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

### **Section 2-2. Labor-Management Committee**

The benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall

count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

- A. There shall be a Labor-Management Committee consisting of the three Union Authorized Representatives, one LIUNA staff member, and four representatives from management that are agreed upon by the LIUNA staff member and the Labor Relations Administrator. The Labor-Management Committee shall be facilitated by Labor Relations staff. The purpose of the Committee shall be to facilitate improved relations, provide a forum for open and informal discussion, and make recommendations for operational or other rules changes that are of mutual benefit.
- B. The Committee shall meet, at least once a month per MOU year, or more often by mutual agreement, at mutually agreed upon times. The Committee will meet to discuss matters to be of a mutual benefit including, but not limited to, methods of improving the level of productivity when needed. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- C. Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.
- D. If the representative of the Union is a unit employee, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.
- E. During this Memorandum of Understanding, the City and the Union will establish a Labor-Management Committee dedicated to the discussion of cost analysis for potential contracted work presently performed by Unit employees, the reduction in force process and any other matters deemed relevant by the Committee.
- F. During this Memorandum of Understanding, the City and the Union will discuss the following topics at the Labor Management Committee Meetings
  - The City's disciplinary process

### **Section 2-3. Bargaining Unit Work**

- A. **Contracting Out Work – The City will notify the Union, in writing, of the City's intent to contract with a private agency for planned or emergency work that is currently being performed by unit employees. The Union may, within 5 business**

**days of this notification, request a meeting for the purpose of discussing the contracted work.** The meeting will occur prior to any final recommendation to the City Council.

**In cases of an emergency when Unit 1 employees are unavailable to perform the work, for example, a staffing shortage or specialty work, the City will notify LIUNA as soon as possible via phone or email. The intent is to provide the Union the opportunity to discuss, but does not prevent the City from contracting the work in an emergency situation.**

Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU.

- B. The Management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU.
- C. The City agrees that it will not assign work currently performed by LIUNA represented employees to non-represented City employees or to employees in any other City of Phoenix bargaining unit, for a period up to 90 days.

The exception will be when individuals are being placed in an effort to comply with federal law, in which case the Union will be notified.

By mutual consent, the City and the Union may agree to a time period longer than 90 days.

## **Section 2-4. Health and Safety Committee**

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

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This Committee shall be composed of 2 unit

employees appointed by the Union and 2 City representatives as designated by the City Manager. The Chairmanship shall rotate among the members.

- C. The Committee shall meet quarterly at mutually scheduled times or more frequently by mutual agreement to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the Committee shall be submitted to the Department Head concerned and to the City Manager.

- D. The Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

#### Incident Review Board

An Incident Review Board is an effective management tool to minimize injuries and protect property. The function of an Incident Review Board is to determine if a vehicular or operational incident is preventable or non-preventable. The City shall establish an Incident Review Board in each Unit One represented department. Each Incident Review Board shall have the same rules, and all rules shall be applied in the same manner in each department.

### **Section 2-5. Public Outreach & Public/Employee Safety Cross Training**

It is understood that bargaining unit employees are frequently required to address social service needs and problems as well as threats to public health and public/employee safety posed in our streets and parks.

To ensure that bargaining unit employees are trained adequately to safely deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit employees shall be cross-trained with public outreach and public/employee safety skills in accordance with department needs.

## **Section 2-6. Laborers' Apprenticeship Projects**

### **A. Gardener Apprenticeship Project**

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Gardener classification in the City of Phoenix, entitled "Phoenix Gardener Apprenticeship Program".

The Phoenix Gardener Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Parks and Recreation Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

The Phoenix Gardener Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix Gardener Apprenticeship Program.

### **B. SWEO Apprenticeship Project**

The Union and the City shall establish a continue the Joint Pilot Apprentice Program as needed and when positions are available for the Solid Waste Equipment Operator classification in the City of Phoenix, entitled "Phoenix SWEO Apprenticeship Program".

The Phoenix SWEO Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Public Works Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

The Phoenix SWEO Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix SWEO Apprenticeship Program.

### C. Street Maintenance Worker I Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Street Maintenance Worker classification in the City of Phoenix, entitled "Phoenix Street Maintenance Worker Apprenticeship Program".

The Phoenix Street Maintenance Worker Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Streets Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

The Phoenix Street Maintenance Worker Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix Street Maintenance Worker Apprenticeship Program.

## ARTICLE 3: COMPENSATION / WAGES

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit employee have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### Section 3-1. Wages

A. **The** economic value of ongoing total compensation increases will equal **4.5%**. This will be paid as follows:

1. **5.67%** base wage increase, effective the first full pay period in July **2023**.

B. **Additionally, Unit 1 employees will receive a non-continuous payment of \$2,655.00 for each full-time employee and \$200.00 for each part-time employee to be paid out on the first full pay period in August of 2023.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- C. During the term of this MOU the City will provide an annual budget presentation to the LIUNA Local 777 Chapter Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.
- D. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- E. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council Action in the Pay and Compensation Ordinance.

### **Section 3-2. Productivity Enhancement Pay**

In recognition of continuous service and overall performance, the City agrees to the following productivity enhancement pay formula for unit employees.

#### **A. Pay Benefit:**

In November **2023**, and **June 2024**, unit employees who meet the additional qualifications of this section shall qualify for \$50.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,400.00 at 19 years.

In November **2023**, and **June 2024**, unit employees who have completed at least 20 years of full-time service and who meet the additional qualifications of this section shall qualify for \$65.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,820.00.

#### **B. Qualifications:**

- 1) An employee must have completed at least 1 year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of



assignment positions. As well, Productivity Enhancement pay will not be affected by movements to positions within the same pay range.

- 2) An employee must have received a performance rating of overall "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date. For employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall "Not Met" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is an overall "Met", he, she, they will be eligible to start receiving Productivity Enhancement pay the first paycheck for the first full pay period after the next qualifying date. A unit employee who receives an overall "Not Met" rating may appeal by memo through his chain of command to the Department Head.
- 3) An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

#### C. Terms of Payment:

- 1) The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit employee's regular paycheck.
- 2) When a position is reclassified to a higher classification, or when classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that total amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, and the incumbent is receiving Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

### **Section 3-3. Overtime**

- A. As a regular practice, overtime shall not be used. The parties agree that at times the City may require overtime work outside of an employee's regularly-scheduled shift.

- B. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hours per week.
- C. Except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek. Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

The employee's appropriate leave bank will be charged only for the difference between the scheduled daily work shift and the hours actually worked that day.

- D. Overtime shall be worked and shall be allowed if assigned by the non-unit supervisor or other authorized representative of the City. The City shall endeavor to be equitable in the distribution of voluntary overtime amongst qualified employees or crews of employees within the same classification, function, work location, and shift. Seniority may be used as a factor in determining the assignment of overtime work. Other factors include skill level, assigned equipment, etc. The City will make available to the Union upon request reports of overtime worked by unit employees on a quarterly basis. The City reserves the right to assign overtime in the event insufficient employees volunteer, to avoid inadequate staffing, to insure timely service delivery or to conduct mandatory training.

Employees may be required to work on scheduled holidays and/or non-work days during the holiday week in order to provide City services on weeks containing holidays.

Rotational overtime work lists ranked by seniority shall be posted on city bulletin boards and updated each time it is worked.

- E. Compensation for overtime work as defined in Section B. above will be as follows: 1-½ times the regular rate. The regular rate shall include, if applicable, night shift differential, stand-by pay, and out-of-class pay. Overtime will be compensated after the first 7 minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section B, calculated to the nearest 1/4 hour. There shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under the Fair Labor Standards Act.
- F. There shall be a minimum of 12 hours off between shifts. If this is not possible and the unit employee is not receiving overtime pay for the additional hours worked (the unit employee is not entitled to both overtime and 12-Hour Rule time), the unit

employee shall receive 12-Hour Rule compensation (1-1/2 times the regular rate) for each full hour worked within the described 12 hour period. This language only applies to employees who work 2 full shifts.

Example #1:

Monday	Tuesday	Wed – Fri	Total for Week
6a.m. – 5:30 p.m.	3:30 a.m. – 1p.m.	6a.m. – 2:30 p.m.	44 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	40 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule		4 hrs. Paid at 1-1/2 (OT)

*In example #1, the 12-Hour Rule time is not paid for the two hours worked within the 12-Hour Rule because overtime was earned for the additional hours worked.*

Example #2:

Monday	Tuesday	Wed – Thurs	Friday	Total for Week
6 a.m. – 5:30 p.m.	3:30 a.m. – 1 p.m.	6 a.m. – 2:30 p.m.	6 a.m. – 10 a.m.	40 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	4 hrs. Worked	38 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule			2 hrs. Paid at 1-1/2 (12-Hour Rule)

In example #2, the 12-Hour Rule time is paid for the two hours worked within the 12-Hour Rule because overtime was not earned for the additional hours worked.

- G. In lieu of cash payment, a unit employee may request compensatory time credits up to a maximum accumulation of 210 hours. The request for compensatory credit must be made at the time the overtime is worked. Use of compensatory time off within the work period shall be subject to departmental approval and scheduling.

Accumulated compensatory time in excess of 210 hours must be paid in cash.

Effective July 2009, 210 hours is increased to 215 hours.

### Section 3-4. Call-Out Pay

- A. A unit employee called out for work after going home from a shift or called out for overtime work while on stand-by pay shall be entitled to a minimum of 3 hours pay at 1 ½ times the employee's regular rate of pay.

- B. Travel time shall be included in the minimum call-out guarantee and shall be paid only if the total work and allowed travel time exceed the 3 hour minimum. The total travel time compensated for round trip travel to and from the job site shall be 45 minutes.
- C. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked at the job site.
- D. Once called out, Standby Pay will stop.

### **Section 3-5. Out-Of-Class Pay**

A unit employee temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

- A. To be eligible for the additional compensation, the unit employee must first accumulate 10 regular working shifts of assignment in the higher class within any 24 month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive.

The days of out-of-class will be credited to the qualifying period. Once this qualification is satisfied, no additional re-qualification will be required.

- B. Temporary assignments out-of-class shall be recorded only in full-shift units. A unit employee working out-of-class for 4 hours in an 8 hour shift or 5 hours in a 10 hour shift or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than 4 or 5 hours in any given shift.
- C. To qualify for out-of-class pay, a unit employee must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis. However, eligibility for out-of-class compensation shall take place when an

employee becomes responsible on a regular basis, for the full range of duties normally assigned to the higher class.

- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
- E. A unit employee who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit employees.
- G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

### **Section 3-6. Pesticide Applicator Differential**

Licensed Pesticide Applicators shall receive \$1.00 in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.

### **Section 3-7. Shift Differential Pay**

Unit employees shall receive \$1.00 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 9:00 p.m. and before midnight, and \$1.50 per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:30 a.m.

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

Employees participating in a 4/10 work schedule shall receive \$1.00 per hour in addition to their hourly rate of pay when working a regular night shift which ends between 10:00 p.m. and 3:30 a.m., inclusive, and \$1.50 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:30 a.m. Night shift differential shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift.

### **Section 3-8. Weekend Shift Differential Pay**

A unit employee shall receive \$0.45 per hour added to his base hourly rate of pay and any other shift differential or any other premium pay he, she, they may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m. on Sunday.

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

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

### **Section 3-9. Stand-By Pay**

When a unit employee is required and assigned to be available for emergency call back, outside of his regular daily or weekly work schedule, the employee shall be compensated for such stand-by hours that he, she, they remained available at \$3.25 per hour. Unit employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

### **Section 3-10. Show-Up Time**

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself/herself for work as scheduled, shall be paid for at least 4 hours at the hourly rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute

work. Where there is substitute work readily available, the opportunity for such work will not be arbitrarily denied.

In the event scheduled work is interrupted due to conditions beyond the City's control, and substitute work is not available to be assigned, affected employees shall be paid for 4 hours at the hourly rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first. An employee shall have the option of using either vacation or comp time. If there is no other leave available, unit employee shall be able to use unpaid leave for the balance of the regular shift in compliance with the personnel rules.

Employees released hereunder prior to the end of their scheduled shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-9 hereof). Employees called back to work shall be entitled to their hourly rate of pay only and not any guaranteed minimums for work performed during the balance of their regularly scheduled shift.

### **Section 3-11. Jury Duty Pay**

A unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated his/her regular pay and jury or witness pay for work absences necessarily caused by such jury or witness duty. To be eligible for such pay, an employee must present verification of the call to jury or witness duty.

A unit employee required by the Court to call in for jury duty the morning of his/her scheduled daily work shift may elect to take the day off on vacation or compensatory time. Such leave request shall not be denied. Should the unit employee be required by the Court to report for jury duty, the vacation or compensatory time will be restored from the actual time of reporting required by the Court through the end of the scheduled work shift. To be eligible for such leave restoration, the unit employee must present verification of the jury service.

Unit employees subpoenaed to appear as a witness in court as a result of their official duties on their status as a City employee shall return all fees tendered for such service to the City.

Paid Jury Duty leave shall not be allowed when the unit employee is the defendant, plaintiff, or voluntary character witness in a court action.

## **Section 3-12. Deferred Compensation Program**

The current percentage of base pay for deferred compensation is .45 %.

## **Section 3-13. Sick Leave Conversion at Retirement**

### **A. Sick Leave Cash Out Formula**

A unit employee who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be paid an amount of compensation equal to 25% of his base hourly rate for all hours in excess of 250 hours.

### **B. Final Average Salary**

The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Salary upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A.

Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Salary.

The portion of accrued and unused sick leave that is not included in the Final Average Salary upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A.

The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Salary upon retirement will be limited to the number of vacation leave hours in the employee's bank on June 30, 2014, not to exceed 450 hours.

## **ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS**

### **Section 4-1. Hours of Work**

The City, in collaboration with the Union, may approve flextime schedules when all the following conditions are met:



1. Approval of Department Head
2. Approval of LIUNA Local 777 Business Manager or their Designee
3. Mutually agreed schedule between Unit Employee and Supervisor
4. The City, the Union and the affected employee(s) shall sign a written agreement.

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-3.

B. Work Week Defined

The regular work week for regular full-time unit employees shall consist of 5 consecutive work days in a 7 day pre-established work period, except as provided in Article 4, Section 4-1-F and except in those departments performing normal services regularly on Saturday and/or Sunday and except in those operations utilizing a different work week, such as a 4 day work week.

C. Work Day Defined

The work day for regular full-time unit employees shall consist of 8 hours of work within any 24 hours in a pre-established work schedule, exclusive of unpaid time allotted for meals except in those operations utilizing a different workday schedule such as a 10 hour work day.

D. Work Schedule Changes

Except for emergency situations, permanent regular work schedules shall not be changed without notice by the Department of at least 14 days to the affected employee(s) and to the Union. Exceptions for more or less than the 14 days notice mentioned above may be mutually agreed to by labor and management on a case by case non-precedent basis.

When temporary work schedule changes are necessary, the Department will try to give affected employees at least 2 calendar days notice or, if less notice, it will be considered an emergency.

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules, prior to implementation. Overtime work or stand-by, before or after the normal work day or work week, does not constitute a change in the work schedule. A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).

#### E. Summer Work Schedules

Summer hours may begin no later than the first Monday in April, and may terminate no earlier than the second Monday in October whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier or terminated later in the year than specified in this section. Summer work schedules in the Streets Department and Parks Department may begin at 5:00 a.m.

It shall be within the Department Head's discretion to determine starting times for summer hours based on such operational considerations as dividing and/or rotating crew starting times to facilitate safety to the public, employees and equipment, to guarantee a high level of convenient service to the public, to preclude negative impact on traffic flow, and similar factors.

#### F. SWEO Schedule

The City may implement a 10 hour workday, 4 workdays per week schedule in all functions of the Solid Waste Management Division.

Except for Solid Waste Collections and Disposal, the regular work-week for regular full-time unit employees working a "four/ten" work schedule shall consist of 4 consecutive work days in a 7 day pre-established work period.

### **Section 4-2. Rest and Lunch Periods**

- A. Existing workday schedules spanning 9 elapsed hours shall continue to include a 60 minute unpaid meal period. Existing workday schedules of 8-1/2 hours and 10-1/2 hours shall continue to include a 30 minute unpaid meal period. Workday schedules of 8 and 10 consecutive hours shall include a paid straight time meal period of up to 1/2 hour on the job. Two (2) non-work periods of up to 15 minutes during a regular daily shift shall be permitted by supervision to promote the health, safety, and efficiency of employees on the job. Emergency situations may make this impossible in rare situations. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.
- B. When a unit employee does not receive a paid meal period, his/her meal period shall be uninterrupted and duty-free.

### **Section 4-3. Clean-Up Time**

Employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean-up.

Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

The intent of the above provision has always been to allow field employees who need personal clean-up prior to rest or lunch periods a reasonable amount of time to do so. Clean-up material should be supplied on an as needed basis to field employees. If the field supervisors and employees act reasonably in addressing the issue, everyone will have a healthier and safer work environment.

### **Section 4-4. Seniority**

- A. The City shall provide the Union with a list of unit employees showing each unit employee's employment date and class date.
- B. Seniority shall be by length of service within a class. If seniority within a class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules, and in the determination of layoffs.

Department policies for work assignment selection and vacation scheduling will be discussed with the Union at least 30 days prior to implementation.

### **Section 4-5. Transfer Program**

The City and the Union acknowledge mutual interest in the success of the present program of minimizing layoffs of employees by seeking to place such employees in other positions, consistent with Civil Service Rules on seniority. The Union agrees to provide positive counseling to unit employees so affected to ease the transition to other positions. The City agrees to make available, on request, job counseling in order to provide training assistance to the employee during the first 30 days of the new work assignment.

Although not required to honor a request for a voluntary transfer for an employee having documented extraordinary personal hardship beyond his/her control, the City will try to

honor the request. In such a case, factors such as, but not limited to, the employee's shift, seniority, and work record may be considered.

To every extent practicable, a transferred unit employee will be allowed to maintain his previous vacation schedule.

## **Section 4-6. CDL Renewal**

Employees will be allowed City time to renew their CDL license and or related endorsements and will be reimbursed for such renewal fees which will include the HAZMAT background screening fee.

# **ARTICLE 5: BENEFITS**

## **Section 5-1: Employee Assistance**

The City Employee Assistance Program, will provide confidential, individual and family counseling to all employees and their household members. These services will be furnished by an independent contract agency to be chosen by the City.

## **Section 5-2: Health and Dental Insurance**

- A. The City shall maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. The City agrees to the continuation of a Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce shall include representatives of the City and Union.
- C. The City shall retain the dental insurance plan for unit employees and their qualified dependents. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall pay the premium costs for single unit employees for employees enrolled in the base dental

HMO or PPO plan (employee only coverage), and 75% of the premium costs for unit employees and their qualified dependents (family coverage).

The City shall maintain the current dental premium split. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage for employees enrolled in the base dental HMO or PPO plan. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

- D. The City agrees to continue the formalized complaint procedure with respect to the service under all plans.
- E. Unit employees retiring on or after July 1, 2006, who meet all other MERP eligibility requirements and enroll in either single or family City of Phoenix health insurance, shall receive an additional \$100.00 per month to help defray the cost of health insurance.

Unit employees retiring after August 1, 2022, who meet eligibility requirements, shall receive the \$150 month allowance for Post Employment Health Plan accounts (PEHP).

### **Section 5-3: Life Insurance**

The City will provide regular full-time unit employees the existing off-the-job and on-the-job life and dismemberment insurance coverage. The face value of the policy being \$15,000; in addition the City will pay \$75,000 for death in-the-line-of-duty insurance.

The designated beneficiary of a unit employee will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit employee and payment will be based upon the unit employee's current base hourly rate. The beneficiary shall be designated in the eCHRIS Benefits portal for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit employees a \$200,000 death benefit covering the unit employee's commutation to and from their City work location. The current City Life Insurance carrier will cover the unit employee's commute for up to two hours before their shift begins, and two hours after their shift concludes. The Union will only pay the cost of their benefit the first year of the MOU.

In the event of the death of a unit employee while commuting to or from their work location, for a period of two hours each way, the City will continue to pay the full monthly health

insurance premium for the spouse and all eligible dependents. The current City Life Insurance carrier for the payment of a supplementary commutation life insurance policy for each unit employee. The Union will pay the cost of this benefit, if any, the first year of each new MOU period.

## **Section 5-4. Long Term Disability Insurance**

Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66-2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This coverage will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to apply for long term disability coverage for no more than 30 months.

## **Section 5-5. Holidays, Vacation Pay, Family Leave, and Leave Donations**

### **A. Holidays / Personal Days**

The City agrees to incorporate into the MOU the benefits provided under A.R. 2.11 modified to indicate the following holidays.

Employees, except those on hourly paid status, shall, when possible without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	January 1
Martin Luther King's Birthday	January, Third Monday
President's Day	February, Third Monday
Cesar Chavez Birthday	March 31
Memorial Day	May, Last Monday
Independence Day	July 4
Labor Day	September, First Monday
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving

Christmas Eve	Half an employee's paid regular shift on December 24
Christmas Day	December 25
Two Personal Leave Days	After completion of six months of full-time employment.

When a holiday named in this regulation falls on Sunday, it shall be observed on the following Monday. When a holiday named in this regulation falls on Saturday, it shall be observed on the preceding Friday except that in the case of 6 day operations such holidays may be observed on Saturday. This paragraph shall not apply to Christmas Eve, which shall only be granted when it falls on the employees' regular scheduled workday. In the case of continuous 24 hour, 7 day operations and 7 day non-continuous operations, holidays shall be observed only on the calendar days on which they actually fall.

The Personal Leave Days are added to an employee's vacation leave bank and may be taken on any day of the employee's choosing after completion of six months of full-time employment, subject to operational and scheduling factors and the limitations of A.R. 2.11. This time does not alter the maximum carryover of vacation hours outlined in A.R. 2.18.

If a full-time unit employee's regularly scheduled day off falls on a holiday to which he, she, they are entitled under this Article, 1st consideration shall be given to allowing 3 consecutive days off, but if this is not feasible, a substitute day off of 8 hours with pay shall be given at straight time on a day designated by the Department Head. Unit employees who work a 4/10 schedule, whose regularly scheduled day off falls on one of the holidays listed in paragraph C of this Article, shall receive 10 hours of compensatory time. An employee shall not be paid in cash in lieu of a substitute holiday except that in extraordinary circumstances the City Manager's office may approve payment in cash at a straight-time rate. The substitute holiday shall not be granted when an employee is on paid industrial leave.

A unit employee whose regular scheduled day-off falls on a holiday specified in this Article, and who is called in to work a regular shift on such holiday and scheduled day off, shall be compensated at 1-1/2 the regular rate for each hour assigned and worked in addition to the substitute holiday provided above.

## B. Vacation Accumulation

Vacation accrual and carryover shall be governed according to the following table:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>MAXIMUM PAYOUT</u>
0-5 years	8 hours	192 hours	290 hours
6-10 years	10 hours	240 hours	350 hours
11-15 years	11 hours	264 hours	380 hours
16-20 years	13 hours	312 hours	440 hours
21+ years	15 hours	360 hours	500 hours

- C. The parties agree that on all holidays, unit employees whose regularly assigned work week consists of 4 10 shifts, shall not be required to submit documentation for 2 hours of paid leave.

Unit employees shall be allowed a vacation buyout twice per calendar year, by notifying the Department payroll staff in writing of such intent during the month of either October or April, to be paid on the last paycheck of November and May. The total annual buyout is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 175 hours and has used 40 hours of vacation/comp-time during the calendar year.

D. Parental/Family Leave

The City will, as a matter of general policy, and subject to operational needs, authorize up to 3 months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit employee who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.

- E. An employee may use up to 10 hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. This will be marked as "BO" on leave slips. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to 5 days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g). This will be marked as "BN" on leave slips.

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use



unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of 5 incidents not to exceed a total of 40 hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave management program, up to a maximum total of 7 incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. A child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. A brother, sister, grandparent, or in-law who is living with the employee under his/her care is also defined as an immediate family member.

#### F. Leave Donations

Unit employees may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness or injury of an employee or their immediate family member. An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father, or child. A child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. A brother, sister, grandparent, or in-law who is living with the employee under his/her care is also defined as an immediate family member. Requests to receive such leave contributions will require a completed doctor's certification.

### **Section 5-6. Tuition Reimbursement**

A. Unit Employees who participate in the Tuition Reimbursement Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. The maximum sum reimbursable to unit employees each MOU year shall be \$6,500.
2. To be eligible for any reimbursement, unit employees must have successfully completed academic or training courses approved by the department and the Human Resources Director as provided in existing Administrative Regulations.

- B. Tuition Reimbursement, in accordance with this Article, shall be made in the event an employee's approved course of instruction is terminated by the educational institution. Tuition reimbursement shall not occur in the event of any voluntary termination of employment by the employee.
- C. The City will reimburse unit employees for expenses incurred as a result of requiring and maintaining certification required by the City. The City will not reimburse unit employees for classes the City provides at no cost, or for classes the City identifies for unit employees to be taken at no cost.
- D. Unit employees shall be allowed to utilize up to \$150 to attend one-day, in-state, City-related seminars/training.

## **ARTICLE 6: MISCELLANEOUS**

### **Section 6-1. Saving Clause**

- A. If any article or section of this MOU should be held invalid by operations of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby.

### **Section 6-2. Copies of MOU**

- A. Within 60 days after this MOU is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel. The costs of such duplication and distribution will be borne equally by the Union and the City.
- B. Printing vendors secured by the Union shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

### **Section 6-3. Aid to Construction of Provisions of MOU**

- A. The provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, and other

City boards and officials, and these provisions shall be interpreted and applied in such manner.

- B. The lawful provisions of this MOU are binding upon the parties for the term thereof, it being understood that the Union is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

### **Section 6-4. Part-Time Employees**

Hourly paid unit employees, excluding seasonal and temporary employees, who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits for authorized work on holidays as received by regular full-time unit employees. In addition, such employees shall receive vacation credits prorated for the number of hours worked after the qualifying period is satisfied. Vacation credits shall be calculated and paid in cash in December and June. These hourly-paid employees shall be considered for advancement from Pay Step 1 to Pay Step 2 after completing 1,040 hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working 2,080 hours in Pay Step 2.

Hourly paid unit employees who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits as received by regular full-time unit employees. Members that meet these requirements shall be eligible for participation in the City's Health, Life, and Dental insurance programs. The City's premium participation will be the same as that provided for full-time employees. Continuation of participation under these plans will be determined by reviewing the average hours worked in the prior 12-month period every calendar year on October 1. This qualifying period will be determined for the following benefit year effective January 1. If the employee separates from City employment, the participation will cease.

Part-time employees are allowed an hours reduction of up to 2 weeks in one pay period in the (26 week qualifying period and each period thereafter, without impacting their eligibility to participate in the part-time employees' benefit programs.

### **Section 6-5. Term and Effect of MOU**

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2023**, up to the beginning of the first regular pay

period commencing in July **2024**. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or before December 1, **2023**, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.

- B. Except as expressly provided in this MOU, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. The provisions of this MOU shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. All side agreements executed during this MOU contract period will expire on or before the contract end date unless incorporated into the MOU or extended by mutual agreement. Any supplement, amendments, or modifications to this MOU which are mutually agreed upon must be reduced to writing and signed by both parties.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ of May, 2023

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Wendell Llopis, LIUNA Local 777 Representative

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Greg Carmichael, Assistant Human Resources Director, City of Phoenix

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Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

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Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

---

City Attorney, City of Phoenix

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Lorraine Rodriguez, Human Resources (Scribe)



**Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2384 (Unit 2)**

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the American Federation of State, County and Municipal Employees, AFSCME Local 2384 (Unit 2).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**CITY OF PHOENIX**

**AND**

**AMERICAN FEDERATION**

**OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**LOCAL 2384, AFL-CIO**

**REPRESENTING FIELD UNIT II EMPLOYEES**

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## PREAMBLE

WHEREAS the well-being dignity, respect, and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours, and working conditions of their employment; and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter Memorandum or M.O.U.) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully modified herein; and

WHEREAS the parties agree that the Phoenix Employment Relations Board (P.E.R.B.) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this Memorandum; and

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit II;

NOW therefore, the City of Phoenix, hereinafter referred to as "the City," and Local 2384, as an affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

# ARTICLE 1: Rights

## Section 1-1: Gender

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

## Section 1-1A: Recognition

- A. The City recognizes the Union as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all employees in positions constituting Field Unit II, as certified or as may be modified by the Phoenix Employment Relations Board (P.E.R.B.).

## Section 1-2: City and Department Rights

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this Memorandum.
- B. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of the Meet and Confer Ordinance.

## Section 1-3: Union Rights

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City 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 Article. The City 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 Article.

### A. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2384 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation detailed in this agreement.

#### 1. Full-Time Release Positions

Four full-time release positions, designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. There will be a deduction of hours from the Union's release bank for the fourth full-time release positions. The full-time release positions agree to comply with all City rules and regulations. Full-time release positions are subject to all City Personnel Rules and Administrative Regulations. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to their regular city duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor - Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to pay the President of the Union two hundred eight (208) hours of straight time in his/her compensatory time bank. Each of the other three full-time Union release positions will receive eighty (80) hours of straight time in each of their compensatory time banks each MOU year.

The Union, subject to departmental operation and scheduling factors and reasonable advance notice, shall be allowed a total of one hundred and fifty (150) hours of paid leave to attend Union seminars, lectures, and conventions.

In addition, the Union shall be allowed fourteen thousand dollars (\$14,000) reimbursable to the Union by the City each M.O.U. year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used in the first year of the M.O.U. the balance will carry over into the second year not to exceed twenty-eight thousand (\$28,000) during the term of this M.O.U. Funds not used by the end of the M.O.U. will expire.

As a result of the COVID-19 pandemic, the Union was not able to attend trainings in 2020. Due to this, the parties agree to hold over the funds in Article 3, Section 1-3.A.1 until June 30, 2022.

## 2. Union Stewards

The Union may designate up to fifty-five (55) site stewards, twenty-six (26) chief stewards, and seventeen (17) lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief Stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A."

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or

addition of stewards in the event of reorganization or expansion of Unit II departments.

- a. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.
- b. There shall be no obligations on the City, nor shall the City change or modify employees' permanent regular work schedules or assignments solely as a result of such designations.
- c. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives without loss of pay or benefits. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.
- d. City employees who are on duty, either witnesses or grievants and the shop steward representing an employee, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time.
- e. The Union will be allowed subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one day of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.
- f. Union Stewards are subject to all City Personnel Rules and Administrative Regulations.

### 3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and seventy two (72) hours advance notice in each instance, a unit total of three thousand one hundred eighty three (3,183) hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld.

With the exception of the ten elected union officials, only one representative may be released from the same work group/shop at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld. No representative (with the exception of the ten elected union officials), will be permitted to use more than 420 hours of release time from the bank of hours in any one M.O.U. year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the AFSCME Local 2384 President. The number of hours used in excess of the allowable Union release hours at the end of the contract term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 8,325 hours.

B. Unpaid Release Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis at the unrestricted discretion of the City Manager or designee consistent with the purpose of this Memorandum.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

C. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the M.O.U. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment. This time shall be considered *de minimus* time.

D. Prior to the termination of the current Memorandum and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to facilitate the familiarization of the terms of the successor Memorandum.

E. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.

F. International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. Non-City personnel will be identified to the department director or designee prior to entering restricted City areas.

#### G. Payroll Deduction

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.
4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this agreement make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

#### H. Facilities and Services

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.



2. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.
3. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.
4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
5. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, address, job classification, department number, and/or a seniority list by job classification.
6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

#### I. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure 5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

The City will provide the union, upon request, with a listing in electronic format of unit employees' name, home address, date of employment, and department. The City will also provide mailing information of all Unit 2 employees at the request of the Union.

The City shall provide the Union a list of all Unit 2 vacancies monthly.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

## Section 1-4: Rights of Unit Employees

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City 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 Article. The City 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 Article.

- A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
- B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.
- An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.
- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
- D. If the City elects to issue written questions to the employee, the following shall apply:
1. If an NOI is being issued and there is no active questioning, representation is not required.
  2. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
- E. If the City elects to conduct an investigatory interview, the following shall apply:

1. Prior to the employee being interviewed, the employee shall be advised of their right to a representative.
  2. The NOI form will be issued at the meeting.
  3. The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
  4. The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.
  5. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.
  6. The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  7. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.
  8. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.
  9. The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
  10. Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation. Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
4. A unit member shall receive a copy of any statement that they are asked to sign.
5. An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.

G. Misc.

1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.
2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.
3. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called from home.

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

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

provided by this Article unless otherwise specified in this MOU. The employer 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 Article.

- K. Unit employees have the right to present their own grievance, in person or by legal counsel.
1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.
  2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.
  3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature. The attachments must be no more than 4 pages.
- L. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- M. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of a 40-hour suspension or greater discipline of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite, unless such employee is a police officer. (A worksite includes not only

City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)

- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.
- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.
- The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).

- N. The City shall post on employee bulletin boards for employee review any new policies and/or revision in City or written department policies and procedures affecting Unit II employees **and provide a copy to the Union**. Notice shall remain posted for not less than thirty (30) calendar days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

- O. A coaching is a verbal discussion with an employee. A coaching is not disciplinary nor shall it be considered a first offense for purpose of progressive discipline. Employees will be advised that they are receiving a coaching at the time it is given. A written record of a coaching may be placed in the supervisor's file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The

memo will contain a line for the employee's signature and above the line the statement: "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline as discussed in section 1-4.M.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

The official discipline record is maintained in the Personnel File. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

- P. If an employee is not given his/her PMG by the annual review date, the employee's merit increase will be processed within twenty-one (21) calendar days following the

above due date and be retroactive to the PMG annual review date. (If PMG is an overall "met").

Employees will be notified of performance issues as they occur or are discovered.

- Q. All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under specific terms of this Memorandum of Understanding.

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working compressed workweek, the remaining hours of the workday would be accounted at the sole discretion of management.

### **Section 1-5: Prohibition of Strike and Lockouts**

- A. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.
- B. There shall be no "lockout" by the City during the term hereof.

### **Section 1-6: New Positions/Classifications**

- A. The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness



and grade and salary levels. At least two requests by the Union shall be started by the Human Resources Department in order of their ranking per contract year.

## **ARTICLE 2: Grievance/Arbitration/Labor Management**

### **Section 2-1: Grievance Procedure**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City 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 Article. The City 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 Article.

#### **A. Informal Resolution**

1. The parties agree that the first attempt to resolve employee complaints arising under this M.O.U. will be an informal discussion between the employee and his immediate non-unit supervisor only.
2. It is the responsibility of Unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate non-unit supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
3. If such informal discussion does not resolve the problem to the Unit member's satisfaction, and if the complaint constitutes a grievance herein defined, the Unit member may file a formal grievance in accordance with the following procedure.

#### **B. Definition of Grievance**

1. A "grievance" is a written allegation by a Unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.
2. The City continues to retain the format used for the grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

#### **C. Procedure**

In processing a formal grievance, the following procedure shall apply:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

#### Step 1

The unit employee shall reduce the grievance to writing by completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fourteen (14) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. The City will assign a grievance number within fourteen (14) calendar days. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within fourteen (14) calendar days of having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the Grievant and the Grievant's representative, if any. The parties by written mutual agreement may skip from Step 1 to Step 2 of the grievance procedure.

#### Step 2

If the written response of Step 1 does not result in resolution of the grievance, the grievant may appeal the grievance by completing the City form and presenting it to the second Step of review, the Department Head or his designee, within fourteen (14) calendar days of the grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within fourteen (14) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any. The parties by written mutual agreement may skip from Step 2 to Step 3 of the grievance procedure.

#### Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee/Arbitrator, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within fourteen (14) calendar days of receipt of the Step 2 response. Labor Relations shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the department head, or designees, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within

fourteen (14) calendar days of the meeting.

### Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the grievant and Union may, within fourteen (14) calendar days of having received the Step 2 response, appeal the grievance by completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

The Grievance Committee will consist of:

Chairman: A member of the City Manager's Office designated by the City Manager.

Member: A mutually agreed upon neutral member.

Member: The President or the President's designee of another civilian union/association, other than the Grievant's, representing employees with the City.

At the beginning of each contract year, the Union and the City will each select five Department Directors to serve as Grievance Committee members. No selected Department Director will serve as a committee member when the grievance involves his/her department. Staff support to the Grievance Committee will be provided by the Human Resources Department. The Labor Relations Administrator and/or Department Director in Labor Relations will serve as an advisor to the committee.

The Grievance Committee shall, within fourteen (14) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. The Grievance Committee shall, within fourteen (14) calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

- b. In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within fourteen (14) calendar days of having received the Step 2 response. If the grievant and the Union so elect in writing within the above time

limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within fourteen (14) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall neither add to, detract from, nor modify the language of the Memorandum or of Departmental rules and regulations in considering any issue properly before him/her.
- ii. The arbitrator shall be expressly confined him/her to the precise issues submitted to him/her and shall have no authority to consider any other issue not submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

#### D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1, Section 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by Unit employees subject to the provisions of this Article.

#### E. Group Grievance

When more than one Unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such employees. Such group grievances shall be filed at the step of this procedure which provides the lowest level of common supervision

having authority over all named grievants. Each Unit employee that is a party grievant must be named and must sign such group grievance. The Union may sign a group grievance on behalf of employees, however, in such instance, the grievance must be amended within fourteen (14) days naming each Unit employee who is a party grievant and containing his signature.

F. Time Limits

Failure of the City Management representatives to comply with time limits specified in Section 2-1 C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

G. Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances where the Union has not been designated as the grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this Memorandum.

The City will ensure that a copy of every M.O.U. grievance filed by a Unit member, including the response from management, is forwarded to the Union at each step of the process.

H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.

I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within fourteen (14) calendar days of the occurrence prompting the grievance, or within fourteen (14) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within fourteen (14) calendar days from receipt of the grievance

Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein; provided that the employer shall bear the cost of the services of the arbitrator.

J. The Union and the City agree to meet at regular intervals (as defined in Article 2 Section 2-2 Labor/Management Committee) to find ways to improve the grievance procedures.

## Section 2-2: Arbitration

### A. Independent Arbitrator

Any Unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 2-1 C below.

### B. Appeal

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion, or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union, on behalf of the employee, shall also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

### C. Selection of Arbitrator

If the request for an independent arbitrator to be appointed as a hearing officer is approved by the Civil Service Board, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the employee shall agree on an independent arbitrator within ten (10) calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said ten (10) calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of seven (7) arbitrators with public sector experience. In requesting such lists, the parties shall stipulate that arbitrators should be from within Arizona.

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one-name remains. The remaining name

shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties shall either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another independent arbitrator from the original list. The independent arbitrator chosen shall be designated as the hearing officer appointed by the Civil Service Board for the appeal.

#### D. Time for Hearing

When possible the hearing date shall be set within thirty (30) calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, shall automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

#### E. Hearing Procedures

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer shall not be bound by the technical rules of evidence, nor shall informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule, or regulation made or approved by the Civil Service Board.

#### F. Witnesses

An employee appellant, or an employee subpoenaed as a witness, shall be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator shall order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

#### G. Proposed Findings; Objections to Report

Either party may file with the hearing officer written proposed findings of fact and conclusions within seven (7) calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions shall be served on the other party at the same time as filing with the hearing officer.

No later than two (2) calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections shall be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence shall be submitted.

#### H. Requirements

The independent arbitrator selected by the parties and appointed by the Civil Service Board pursuant to this article shall be bound by the following:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this Memorandum of Understanding.
2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. The independent arbitrator shall be bound by applicable Federal, State, and City laws.

#### I. Report

Within two (2) weeks of the conclusion of the hearing, the hearing officer shall forward all records and the report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer may recommend to the Civil Service Board the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

#### J. Costs

The cost of the independent arbitrator and other costs related to obtaining said arbitrator shall be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

#### K. Civil Service Board

It is expressly understood that this article shall not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

#### L. Representation



The parties agree that for the purpose of this article the City will be represented by the Labor Relations Administrator for the City of Phoenix or designee and the employee will be represented by the President of AFSCME, Local 2384 or designee.

### **Section 2-3: Labor-Management Committee**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City 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 Article. The City 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 Article.

- A. There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention. Participants will agree to meet quarterly.
- B. During the term of this M.O.U., the Union and the City shall establish an Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.
- C. The Committee shall meet monthly or at other mutually scheduled times.
- D. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- E. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this Memorandum.

The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2 Section 2-1) of this Memorandum.

- F. Any signed/dated written Labor/Management agreements with the signatures of both parties and the Chairperson will be binding on the parties for the remaining term of this M.O.U.

## Section 2-4: Health and Safety Committee

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

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.

The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards, this includes voucher for boots on an as needed basis.

A Unit employee may file, without fear of discipline, retaliation, or discrimination, a grievance (Article 2 Section 2-1) when, in his best judgment, the City has failed to comply with specific safety and health standards promulgated by local, state, and federal regulations.

- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This committee shall be composed of two (2) Unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The chair shall rotate among the members.
- C. The committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the committee shall be submitted to the Department Head concerned and to the City Manager.

- D. In the discharge of its function, the committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

## ARTICLE 3: Compensation/Wages

Various sections of this M.O.U. contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### Section 3-1: Wages

- A. **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:**
  - 1. A **5.55%** base wage increase, effective the first full pay period in July **2023**.
- B. **Additionally, Unit 2 employees will receive a non-continuous payment equal to the economic value of 5.0% of their base wage to be paid out on the first full pay period in August of 2023.**
- C. **The City will complete a classification and compensation study before December 31, 2023.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- D. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.
- E. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.
- F. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents (\$.20) in addition to their base hourly rate. This pay is not applicable to all positions in

classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.

- G. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.
- H. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

#### Unpaid "Floating" Holidays

Unpaid "floating" holidays must be designated and approved by their supervisor by August 1 of each fiscal year. If not all unpaid "floating" holidays are designated by the deadline, the holidays will be designated by the department by September 1. The unpaid "floating" holiday furlough may be taken in at least a one (1) hour increment. Per state law, New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas must be paid holiday; and therefore, cannot be designated unpaid "floating" holidays.

Administration and approval of unpaid "floating" holidays are not subject to the grievance procedure.

The unpaid holiday requirement will be phased out by Year Two of the 2016-19 MOU.

### **Section 3-1A: Productivity Enhancement Pay**

#### Productivity Enhancement Pay

In recognition of continuous service and overall performance, the City agrees to the following Productivity Enhancement pay formula for Unit II employees.

##### A. Pay Benefit:

In November of each calendar year, and June of each calendar year, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred and three dollars (\$103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars (\$3,502) at the completion of 22 years of continuous full time service.

In November of each calendar year, and June of each calendar year, unit members who have completed twenty three (23) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for

one hundred thirty-eight dollars and eighty-nine cents (\$138.89) for the completion of each year of continuous full-time service in excess of five (5) years, up to annual maximum of six thousand one hundred twelve dollars (\$6,112) at the completion of twenty-seven (27) years.

B. Qualifications:

1. An employee must have completed at least one year of continuous full-time service at the top step in his classification.

Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movement to positions within the same pay range.

When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds to the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change results in only a maximum possible one-range increase and the incumbent is receiving Productivity Enhancement pay, he/she will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

2. An employee must have completed six (6) years of continuous full-time service.
3. An employee must have received an overall performance rating of "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date.
4. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member's regular paycheck.

## Section 3-2: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled workweek or daily work shift; it being understood that overtime for Unit members who

normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period, or eight (8) hours per daily shift including paid meal periods. In addition, when an employee is assigned and works two (2) eight (8) hour shifts, and/or two (2) ten (10) hour shifts, or any combination of the two shifts, the second of which commences less than twelve (12) hours after the regularly scheduled conclusion of the first, that amount of time falling within said twelve (12) hour period is deemed overtime for purposes of Section 3-2 D below, except, however, that such twelve (12) hour rule does not apply to regular shift change situations, relief positions, and positions in the classification of Event Services Worker at the Phoenix Convention Center. The twelve (12) hour rule also does not apply if an employee works less than a full shift either before or after his/her regular shift.

- B. For the 2019 – 2021 M.O.U. contract, except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

The employee's appropriate leave bank will be charged only for the difference between the scheduled daily work shift and the hours actually worked that day.

- C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.
- D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.
- E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and fifteen (215) hours. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.
- F. Compensatory Time Conversion

Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per M.O.U. year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.

- G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

Records of overtime worked by employees shall be provided to the designated Union Steward, to be posted on a quarterly basis on Union bulletin boards. In areas where no Steward is available, the list will be sent electronically to the Union Hall general email address: [afscme2384@afscme2384.com](mailto:afscme2384@afscme2384.com). In addition, records of overtime worked by Unit members shall be made available for inspection by an authorized representative of the Union upon advance request and at reasonable times.

- H. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to ensure service delivery, or to conduct mandatory training.
- I. Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

### **Section 3-2A: Call Out Pay**

The eight (8) hour period before the start of a Unit employee's regular shift is to be called "rest time." If an employee is called out during this time, the employee shall be allowed to adjust their work hours up to 4 hours (flex time) to allow the employee to have proper rest before the start of the employee's shift, whenever possible at the supervisor's discretion. Example: An employee starts at 6 am, and is allowed to start at up to 10 am to 8 pm.

An employee shall have a minimum of three (3) hours' pay at overtime rates when called out for work after going home from a shift, or when called out for overtime work while on standby pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. These forty-five (45) minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum.

Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

Remote Access Support

Employees on Stand by called to perform work by remote access, such as VPN, shall receive a minimum of thirty (30) minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. Remote access overtime shall be paid even when more than one call out is made provided these calls are separated by more than thirty (30) minutes. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

#### Telephone Support

Employees on Stand by called to perform work by means of telephone support shall receive fifteen (15) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when more than one call out is made provided these calls are separated by more than fifteen (15) minutes. Calls placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

### **Section 3-3: Out-of-Class Pay**

A Unit employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

- A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.
- C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.



- E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher classification.

### **Section 3-4: Sick Leave Conversion at Retirement**

#### **A. Sick Leave Cash Out Formula**

Effective July 8, 2002, the following benefits shall apply:

Upon retirement, bargaining Unit employees with a minimum of 750 hours of accrued and unused sick leave, excluding the first 250 hours, will be paid for 25% of the remaining hours as base hourly wage.

Additional language of this Section 3-4 is contained in Attachments B and C.

#### **Section 3-4A: Sick Leave Payout**

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

### **Section 3-5: Shift Differential Pay**

Unit employees shall receive ninety cents (\$0.90) per hour in addition to their regular rate of pay when working a night shift which ends at or after 9:00 p.m., and before midnight, and one dollar and twenty-five cents (\$1.25) per hour in addition to their regular rate of pay when working a night shift which includes work during the period after midnight to 4:00 a.m.

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Shift premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999, night shift premium pay applies to regular part-time employees.

### **Section 3-5A: Weekend Shift Differential Pay**

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Effective July 10, 2006, a Unit member shall receive forty cents (\$0.40) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday.

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

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

### **Section 3-6: Stand-By Pay**

When a Unit member is required to be available for call-out outside the employee's regular work schedule, the member shall be compensated for such assigned stand-by hours at two dollars (\$2.00) per hour. Starting in the first pay period in July 2007, stand by pay shall increase to two dollars and fifty cents (\$2.50) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

### **Section 3-7: Show-Up Time**

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least four (4) hours at the applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute work. In the event scheduled work is interrupted due to conditions beyond the City's control and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the regular rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first.

Except in emergencies, an employee who is scheduled to report to work for overtime, has not been notified to the contrary, and presents himself for work as scheduled shall be paid for at least four (4) hours at the applicable rate of pay. An employee who is entitled to four (4) hours of pay due to cancellation in whole or in part of their shift will not receive

pay for travel time to and from the worksite for this shift. Employees are not entitled to submit vacation or compensation time for the remainder of an overtime shift.

An employee will only be paid at the overtime rate for hours "actually worked" and will be paid at the otherwise applicable rate of pay for the remainder of the four (4) hours. "Actually worked" is defined as the time the employee is scheduled and available to perform work or performing job duties, prior to being released by a supervisor because that work has ended.

Employees released hereunder prior to the end of their scheduled shift may be required to stand by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-6, "Stand-By Pay" hereof). An employee shall have the option of using either vacation time or compensatory time for the balance of his regular shift. Employees called back to work shall be entitled to their regular pay only and not any premium for work performed during the balance of their regularly scheduled shift.

### **Section 3-8: Jury Duty**

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses, retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the Unit employee is the defendant or plaintiff in a court action.

### **Section 3-9: Deferred Compensation Program**

The City will contribute 3.62% of the base wage to a 401(a) Deferred Compensation Plan (DCP) for each Unit employee for each year.

## **ARTICLE 4: Hours of Work/Working Conditions**

### **Section 4-1: Hours of Work**

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.

The City, in collaboration with the Union, may experiment with flextime schedules when the following conditions are met:

- a. Approval of Department Head
  - b. Approval of Union President
  - c. Mutually agreed schedule between Unit Member and Supervisor
  - d. Signed Wavier
- B. The work week shall only consist of a schedule of consecutive work days in a seven (7) calendar day pre-established work period, except in the Equipment Management Division of Public Works Department. Any changes to the consecutive workday schedule will be made by mutual agreement between AFSCME 2384 and the City on the 4 day, 10 hour work shift.
- C. Within a five (5) day work schedule, the work day will consist of eight (8) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions. Within a four (4) day work schedule, the work day will consist of ten (10) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions.

The City and the Union recognize that no regularly scheduled shift lengths, other than those outlined in Article 4, shall be observed in Field Unit II.

D. Relief Crews

At the 91st Avenue and 23rd Avenue Wastewater Treatment Plants, there may be one (1), but no more than one (1), relief crew per plant as determined by management.

- E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.
- F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

In emergency situations, temporary work schedules may be adopted without the fourteen (14) calendar days notice to the affected employees. "Emergency" shall mean unforeseen operational circumstances.

Employees have the option to waive their fourteen (14) calendar day notice and begin their new schedule with the City and Union's written approval.

- G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.
- H. The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

**Section 4-2: Rest and Lunch Periods**

Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK	MEAL PERIOD
8 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
8-1/2 hours	No less than 30 minutes, unpaid.
9 hours	No less than 60 minutes, unpaid.
4 DAY WORK WEEK	MEAL PERIOD
10 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
10 1/2 hours	No less than 30 minutes, unpaid.
11 hours	No less than 60 minutes, unpaid.

Two (2) non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety, and efficiency of employees on the job. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

When work demands permit, with a supervisor’s approval, a Unit member may combine their thirty (30) minute meal period with one of his fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period. This paid leave time counts as hours worked.

When a unit member works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional

two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall a unit member be entitled to more than one such break for every eight (8) consecutive hours of overtime.

Employees shall be allowed reasonable time, as necessary, for personal clean up prior to the commencement of the lunch and break periods.

### **Section 4-3: Clean-Up Time**

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

### **Section 4-4: Seniority**

- A. The City shall provide the Union with a list of Unit members showing each Unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of training, work assignments, vacation schedules, and in the determination of layoffs.

### **Section 4-5: Bump/Bid Procedure Equipment Management Division**

Policy: To provide an equitable system for employee selection of shift, days off, and area location, the Union and the City recommend that departments considering the implementation of a bump/bid policy for a designated group of Unit II employees use this article as a guideline in the development of their policy.

#### **A. General Guidelines**

##### **1. Annual Bump/Bid**

There will be a full Bump/Bid each fiscal year, in December, which will become effective the first pay period in January.

##### **2. Interim Bump/Bid**

A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation, or retirement will be filled subject to the in-class Bump/Bid. This means that any time positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

### 3. Exceptions

a. The specialties listed below will be exempt from the general Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

- 1) Motorcycle Mechanics
- 2) Heavy Equipment Mechanics in the following assignments:
  - Fire shop
  - Off-road equipment
  - Aerial equipment
  - 91st Ave. Treatment Plant
  - Landfills
- 3) Police substations-
  - Auto Technicians (master)
  - Fire Shop Auto Technicians
  - Equipment Service Worker II
- 4) Leads
- 5) Temporary, new hire and promoted employees\*
- 6) Rovers
- 7) Make-ready shop (all personnel)
- 8) Service writers
- 9) Auto Parts Clerk III (annual bump for this class will be effective after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91<sup>st</sup> Ave. Treatment Plant

\* Management reserves the right to place new employees on any shift and location for a six (6) month period for training and evaluation purposes. These employees become subject to the Bump/Bid procedure upon completion of six (6) months' employment. The day after the due date shown on their six (6) month performance rating will be the effective date.

At the end of the six (6) months, the position occupied by the temporary, new, or promoted employee will become available to the most senior employee who has signed up within the class. The two employees will then "switch" positions until the next Bump/Bid.

b. Positions of employees who have been on long-term industrial leave or light duty, or personal illness, for at least one hundred (100) days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full-time employment, management will assign the employee to an available shift and location until the next Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

#### 4. Annual Bump/Bid Completion

All personnel shall be frozen into the position selected, except to bid for openings created as outlined in Section 4-5 A (2) "Interim Bump/Bid."

#### 5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing a proxy form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry. The Proxy form will be created in Labor Management with the City and Unit II in efforts to create one universal document. The Labor Management committee will also identify procedures of distribution, request process, process to submit, deadlines and any other concerns regarding this form.

#### 6. Official Notification

The annual bump/bid will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all Equipment Management Division Facilities.

### B. Seniority

Seniority within classification will be the principal factor for bumping and/or bidding.

#### 1. Determination of Seniority

Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury, or military service) shall have the greater amount of seniority.

#### 2. Dispute Resolution of Seniority



Any disputes concerning the calculation of seniority length will be resolved by the Public Works Department Human Resources Officer using the guidelines identified in the above "Determination of Seniority."

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance and Employee Assistance**

The City will continue to offer health insurance plans for Unit members.

#### **A. Medical and Dental Insurance**

1. Effective August 1, 2004, the City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.
2. It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about January 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

#### **B. Employee Assistance Program**

The City will continue the Employee Assistance Program, which will provide confidential individual and family counseling to all Unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

#### **C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.**

#### **D. The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).**

### **Section 5-2: Dental Insurance**

The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a

rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

The City agrees to contribute 100% of the cost to provide dental insurance for employees enrolled in the base HMO or PPO plan for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four thousand dollars (\$4,000) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

### **Section 5-3: Life Insurance**

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base salary rounded up to the next one thousand dollars (\$1,000.00) or twenty-five thousand dollars (\$25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of seventy-five thousand dollars (\$75,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a Unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit member, and payment will be based upon the Unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

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

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

## Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the M.O.U. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan. Unit II members must apply to activate this benefit.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months. Unit II members must apply to activate this benefit.

## Section 5-5: Holidays and Vacation Leave

A. Employees, except those on hourly paid status, shall, when possible, without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
<b>Juneteenth Day</b>	<b>June 19</b>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day

Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
24 Personal Leave Hours	After completion of six (6) months' service

1. Personal leave hours are added to an employee's vacation leave bank to be used as such.
2. When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may observe such holidays on Saturday, and in the case of continuous and/or seven (7) day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to Christmas Eve which shall be granted only when it falls on the employee's regular scheduled workday.

A Unit employee working in continuous and/or seven (7) day operation, whose regularly scheduled day off falls on a holiday specified above, who is not on standby (Article 3 Section 3-6), and who is scheduled to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one-half (1 1/2) the regular rate for each hour assigned and worked to a maximum of eight (8) hours.

B. Vacation Accumulation

Vacation accrual, carryover, and separation pay-out shall be governed by the following table:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>
0-5 years	8 hours
6-10 years	10 hours
11-15 years	11 hours
16-20 years	13 hours
21+ years	15 hours
<u>MAX. CARRYOVER</u>	<u>MAX. PAYOUT</u>
192 Hours	240 Hours
240 Hours	300 Hours
264 Hours	330 Hours
312 Hours	390 Hours
360 Hours	450 Hours

Unit members shall be allowed "vacation sell-back" twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one hundred twenty (120) hours of vacation leave. The employee must take a minimum of forty (40) hours of vacation/comp-time during the calendar year to qualify for these payments.

From July 1, 2016 through June 30, 2018, the vacation sell back remains in concession at 40 hours maximum. Effective July 1, 2018, this benefit is restored to 80 hours.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member. An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care. Requests to receive such leave contributions will require a completed doctor's certification.

**All** unit members whose regularly assigned work week consists of 4/10 shifts, shall not be required to submit documentation for 2 hours of paid leave on the following holidays:

1. **Memorial Day, last Monday in May**
2. **Juneteenth, June 19**
3. Independence Day, July 4
4. Labor Day, **first Monday in September**
5. Veterans Day, November 11
6. Thanksgiving Day, **fourth Thursday in November**
7. Friday after Thanksgiving Day
8. Christmas Day, December 25

## **Section 5-6: Uniforms**

- A. Airport Security Guards (Class Code 24000) uniforms will be supplied by the Aviation Department.
- B. On the effective date of this Memorandum, the City will assume responsibility for the weekly cleaning/laundrying of uniforms issued to those Unit members who are employees of the Equipment Management Division of the Public Works Department.

## Section 5-7: Parking

- A. Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- B. Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.
- C. All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.
- D. **The City will provide 4 parking cards to the Union.**

## Section 5-8: Tool Allowance

- A. Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars (\$300.00) per annum.

Payment for tool allowance will be made on or about September 1.

### Classification

User Technology Specialist U2

Instrumentation and Control Specialist

Trades Helper, Assigned U2

Equipment Service Worker I

Electrician Helper

Electrician Apprentice

Electrician

Electrician, Assigned Lead

Traffic Signal Technician

Telecommunications Specialist

Welder, Assigned U2

Building Equipment Operator I, assigned U2

Building Equipment Operator II, assigned U2

Building Maintenance Worker, Assigned U2

Locksmith

- B. Unit employees in the following eligible classifications will receive a tool maintenance allowance of six hundred dollars (\$600.00) per annum.

Payment for tool allowance will be made on or about September 1.

Equipment Service Worker II

Automotive Technician and all assignments

Heavy Equipment Mechanic and all assignments

Equipment Repair Specialist

Body Repair Specialist

Helicopter Mechanic

Fuel Systems Support Technician

Aircraft Technician and assignment

### **Section 5-9: Parental Leave**

- A. The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.
- B. An employee may use up to ten (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an

extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g).

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care.

## **ARTICLE 6: Miscellaneous**

### **Section 6-1: Saving Clause**

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

### **Section 6-2: Copies of Memorandum**

Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor, and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.



Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

### **Section 6-3: Apprenticeship Programs**

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

### **Section 6-4: Part-Time Employees**

- A. Hourly paid Unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November, and December; January, February, and March; and April, May, and June. If the employee separates from City employment, the participation will cease.

- B. Hourly paid employees, excluding seasonal employees, may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step.
- C. No full-time or part-time permanent employees in the City Civic Plaza Department shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Management meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

## **Section 6-5: Department Certifications and Required Licenses**

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the Arizona Department of Environmental Quality. Unit member of the Water Services Department will be reimbursed for 1 (one) fail and/or 1 (one) pass per certification.

Employees will be allowed City time to renew their CDL license and/or related endorsements and will be reimbursed for such renewal fees which include the HAZMAT background screening fee.

The City will provide reimbursements to Unit members for CDL endorsements.

Employees in the Water Services Department will receive a one-time special merit increase/step adjustment when they obtain a higher ADEQ Grade Certification than required for their job classification. Employees must provide a copy of their examination results.

When the employee obtains a higher ADEQ Grade Certification and submits results for reimbursement or merit increase, there will be no change to the employees PMG anniversary date.

## **Section 6-6: Safety Manual**

The parties agree that, during the term of this Memorandum, the City will publish a Safety Manual covering all citywide safety issues.

The Health and Safety Committee established in Article 2 Section 2-3 of this Memorandum will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

## **Section 6-7: Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect commencing **with the beginning of the first regular pay period in July 2023** up to **the beginning of the first regular pay period commencing in July 2024**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later

than December first of the final contract year of its request(s) to modify or terminate it.

- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

However, the parties will continue to meet with affirmative willingness to resolve grievance and disputes relating to wages, hours and working conditions without effecting the terms of this agreement.

- C. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provision or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The provisions of this Memorandum apply to all Unit employees, except that entitlement to health, life, and long term disability insurance; holiday, overtime, and show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of existing full-time benefits received by permanent employees.

- F. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions. All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this M.O.U. shall be executed by duly authorized representative of each party.

### **Section 6-8:**

The City shall create an Employee Memorial for those Unit II employees lost to COVID-19 to thank them for their service to the City of Phoenix. This Memorial can be in conjunction with other Memorials the City may have planned.

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ day of May, 2023

\_\_\_\_\_  
Jason Henley, President, AFSCME Local 2384

\_\_\_\_\_  
Corina Ramsey, Deputy Director, Human Resources, City of Phoenix

\_\_\_\_\_  
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney, City of Phoenix

AFSCME 2384 Team:

Jason Henley, President  
James Sagar  
Diana Peterson  
James Mckenna  
Donald Furnival  
Alejandro Gutierrez  
Mario Ayala  
Christopher Idlebird  
Lorenzo Ortega

City of Phoenix Team:

Corina Ramsey, Deputy Human Resources Director  
Janice Pitts, Deputy Human Resources Director  
Brandy Kelso, Water Services Department  
Gabe Nevarez, Aviation Department  
Keith Carbajal, Public Works Department  
Bob Fingerman, Phoenix Convention Center  
Brittany Whittle, Human Resources (Coordinator)  
Donna Love, Human Resources (Scribe)

## **Addendum A - Allocation of Stewards**

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.
2. The designation of job site stewards shall take into consideration the following:
  - a. proportional representation of approximately 1-30,
  - b. organizational structure of department,
  - c. avoidance of duplicating service,
  - d. crew size of work unit divisions.

**ATTACHMENT A**  
(Subject to Reallocation)

Site Steward Allocations

<u>Department/Division</u>	<u>Site</u>
Aviation/Bldg. Ops. General Aviation	Sky Harbor Airport Deer Valley Airport Goodyear Airport
Maint/Air. Sect. Op./Custodians Electrical Maint. Op./Security Event Services Housing/Conventional Elderly Public Works Bldg Maint Equipment Mgmt.	Sky Harbor Airport All Term.-Sky Harbor Electrical Shop Phoenix Convention Center Phoenix Convention Center All Conventional Sites All Elderly Sites 2631 S. 22 <sup>nd</sup> Ave. 22 <sup>nd</sup> Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 <sup>th</sup> St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 <sup>rd</sup> Ave. & Durango 91 <sup>st</sup> Ave. Plant
Water Pollution Control Wastewater Collection	52 <sup>nd</sup> St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 <sup>st</sup> Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 <sup>nd</sup> St. & Thomas Phoenix Wells West

**ATTACHMENT A - CONTINUED**  
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22 <sup>nd</sup> Ave. 52 <sup>nd</sup> St. & Thomas Corona Yard Deer Valley Yard Morten Yard Paradise Valley Yard Heavy Maint. Yard Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians Heavy Maint. Light Maint. (O&M) Instrument & Control Specialist

Chief Steward Allocations

<u>Department</u>	<u>Division</u>
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23 <sup>rd</sup> Avenue	91 <sup>st</sup> Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2)

Lead Steward Allocations

Department

Aviation (3)  
Public Works (2)  
Street Transportation  
Phoenix Convention Center (2)  
Fire  
Housing  
Police  
Water Services (6)

## Attachment B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

### Section 3-4 (Continued)

#### A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the M.O.U. by the Unit 2 employees or



based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.
5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this M.O.U. and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 2 employees about any such administrative action that directly affects Unit 2 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 2 employees who

retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

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## Attachment C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

### Section 3-4 (Continued)

#### B. Sick Leave Cash Out Formula (Continued)

##### 1. Final Average Compensation and Sick Leave.

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U..

b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.

c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U.

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this M.O.U. shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this M.O.U. shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 2 employees agreed to the lawfulness of such changes including,

without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.

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**Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2960 (Unit 3)**

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the American Federation of State, County and Municipal Employees, AFSCME Local 2960 (Unit 3).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**CITY OF PHOENIX**

**AND**

**AMERICAN FEDERATION**

**OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES,**

**LOCAL 2960 AFL-CIO**

**REPRESENTING UNIT 3 EMPLOYEES**

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## PREAMBLE

WHEREAS, the well-being and morale of employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours and working conditions of their employment; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter Memorandum) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix, except as expressly and lawfully modified herein; and

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and other terms and conditions of employment of employees of Unit III;

NOW, THEREFORE, the City of Phoenix, hereinafter referred to as the "City" and Local 2960, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," having reached this complete agreement concerning wages, hours, and other terms and conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

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# ARTICLE 1: Rights

## Section 1-1: Purpose/Gender

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

### A. Recognition

The City recognizes the Union as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all regular full time and regular part time employees in positions constituting Unit III, as certified May 22, 1978, or as may be modified by the Phoenix Employment Relations Board (PERB).

If a court of competent jurisdiction (defined as Arizona Supreme Court or U. S. Supreme Court) determines that "fair share" does not violate Arizona State Law, then the Union and the City of Phoenix shall open up the contract to bargain in good faith on this issue.

If any conflict exists between the language in an A.R. or employment/ department rule and the language of the negotiated M.O.U., the M.O.U. shall prevail.

## Section 1-2: City and Department Rights

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum of Understanding, and such decision making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this Memorandum of Understanding to direct its employees, to take disciplinary action for just cause, to terminate or reassign its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Nothing herein shall preclude the City from being in compliance with the Americans with Disabilities Act.

## **Section 1-3: Union Rights**

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article. In compliance with City Code Article XVII Employer-Employee Relations, Chapter 2-214, Public Employee Rights (as of Feb 18, 2021), any Union release time, including that of full-time release positions, shall count as time worked in the unit member's job classification.

### **A. Union Release**

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2960 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by representatives using union release in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation package detailed in this agreement.

For a unit member whose regular shift is other than day shift, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee.

In accordance with the City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.

#### **1. Full-Time Release Positions**

The President or President's Designee and three additional full-time release positions to be designated by the Executive Board of the Union, shall each be

allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release employees will be engaged in either union activities or city activities in accordance with city administrative regulations during paid release time. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to regular City duties, a full-time release employee shall be reinstated to his/her original position, location and schedule by seniority. In addition, any approved leave time the full-time release employee had scheduled prior to his/her return shall be honored by the department.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a compensatory time bank of 520 hours and paid overtime rates for use by the full-time release positions each MOU year. The Union will submit a written request to redeem the hours from this bank to the Labor Relations Division no later than July 1st of each MOU year for **remittance with the second paycheck in August.**

## 2. Union Stewards

The Union may designate 52 stewards including 10 Chief Stewards and 19 Lead Stewards to serve as employee representatives. Such designation shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" hereto. The Labor-Management Committee will discuss the job site allocation of the 52 stewards upon request by either party (Attachment A). Employees must have completed the initial City probationary period of 1 year to be eligible for designation as a steward.

The Union shall notify Labor Relations in writing of its designations and re-designations of stewards.

There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

One such steward from the Grievant's home department and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives

without loss of pay or benefits during City time. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

Stewards with assigned City vehicles who are on duty and actively working, and are scheduled to return to duty at the conclusion of the meeting, may use the City vehicle to attend mutually scheduled grievance and/or labor-management meetings with department representatives.

The unit will be allowed, subject to operational and scheduling factors and 14 calendar days advance notice, up to one shift (either 8 or 10 hours depending upon their regular schedule) of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

### 3. Bank of Release Hours

The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and 48 hours advance notice to the Labor Relations Division. A unit total of 4,540 hours paid release time in a bank of release hours per M.O.U. year.

With the exception of the ten elected union officials, only one representative may be released from the same work group on the same shift at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld.

Any hours used in excess of the bank of hours must be approved by the Labor Relations Administrator and the AFSCME Local 2960 President. The number of hours used in excess of the bank at the end of the MOU term will be deducted from the bank of hours in the first year of the next MOU. A surplus of hours will be carried over into the next MOU to a maximum beginning bank of 6,810.

### B. Unpaid Time

Unit members may be authorized in advance in writing to engage in lawful unit-related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules. A member selected by the Union to do unit representation work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service rules and the approval of the Personnel Official, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than 3 months and shall not exceed 1 year, but it may be renewed or extended for a similar period upon the request of the Union.

C. There shall be no use of official time for unit related activities except as expressly authorized under the aforesaid sections. The City reserves the right to deny approval

of requests for use of official time for activities not expressly authorized under this Memorandum.

#### D. International and Local 2960 Union Representatives

Accredited A.F.S.C.M.E. International, and designated Local 2960 Chief Steward and Lead Stewards shall be admitted to the buildings and grounds of the City during working hours for assisting in the adjustment of grievances, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.

#### E. Payroll Deduction

1. The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the 14 day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earning for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked in writing by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January of each year of the term of this memorandum to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for unit members on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.
4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will, however, as promptly as technically possible, implement changes brought to its attention.
5. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Union at actual cost incurred by the City.

#### F. Facilities and Services

The Union may distribute material on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the person distributing and the employee receiving such material are on their own time.

The Union shall be allowed to send one union-requested communication per month using the City Email System to communicate with Unit 3 employees. Requests will be processed through Labor Relations. Issues stemming from this agreement will not be subject to the grievance procedure and will be discussed in labor-management meetings.

The Union's web page shall be listed as a link on the City's Intranet home page as one of the City's Employee Resources.

The City shall provide the Union with bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union. The City will provide glass-enclosed, locking bulletin boards (standard to be set by the City) for any new City facility where five or more Unit 3 employees will be assigned. The Union may request that two existing bulletin boards be replaced with glass-enclosed, locking bulletin boards (standard to be set by the City) each contract year, provided at least five Unit 3 employees are assigned to the requested locations. Lost keys will be replaced with the full expense charged to the party that lost them (meaning City or Union). Damaged bulletin boards will be replaced with the cost split equally between the City and the Union.

Material which is not abusive of any person or organization, which complies with laws regulating the political activities of City employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material. The City will not arbitrarily disapprove submitted material.

The Union shall have the right to meet with each new unit member for 1 hour during the scheduled Human Resources Department's new employee orientation before or after lunch for the purpose of informing each such new employee of the Union and of that member's right to have Union dues deducted from his pay warrant. Additional time will be allotted – in addition to new employee orientation – in departments that have new employee orientation.

Where possible, Unit III becomes a participant in the appropriate electronic distribution lists for promotions, seamless service, City Connections and/or educational opportunities.

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, **Work Location**, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, and a list of Unit 3 employees who have left the unit. (This includes unit members who retire, promote, quit, are terminated, or pass away). **The City shall provide the Union a list of all Unit 3 vacancies monthly.** Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with unit members, other legitimate union purposes, and shall not be shared with any other individual or organization.

- G. The Union shall be allowed \$14,000, reimbursable to the Union by the City each **fiscal** year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used , the balance will carry over into the **next fiscal year; however, the total fund balance must not exceed \$28,000, and any funds in excess of \$28,000** will expire.

The Labor Relations Administrator will continue the practice of providing the union information concerning grievance and arbitration cases. The union agrees that they will be reasonable in making these requests for information.

## **Section 1-4: Rights of Unit Members**

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

All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

- A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
- B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.



- An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.
- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
- D. If the City elects to issue written questions to the employee, the following shall apply:
1. If an NOI is being issued and there is no active questioning, representation is not required.
  2. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
- E. If the City elects to conduct an investigatory interview, the following shall apply:
1. Prior to the employee being interviewed, the employee shall be advised of their right to a representative.
  2. The NOI form will be issued at the meeting.
  3. The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
  4. The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.
  5. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.
  6. The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  7. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.
  8. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional

time may be granted at the sole discretion of the department and will not be withheld arbitrarily.

9. The employee will be provided with a copy of the interview notes and given 72 hours **excluding the employee's holidays and N-days** to confirm their answers and provide any additional information.
  10. Except for emergency situations, the unit employees shall have a minimum of 48 hours **excluding the employee's holidays and N-days** to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation.
  11. Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
  2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
  3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
  4. A unit member shall receive a copy of any statement that they are asked to sign.
  5. An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.
- G. Misc.
1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.
  2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.

3. This article applies to all regular full-time and regular part-time employees in Unit 3 positions, this includes probationary employees.
  4. In addition, Police employees are covered in Section 1-4.P.
  5. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called in from home.
  6. Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.
- 7. See Section 1-4N for retention schedule.**
- H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
  - I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.
  - J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer 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 Article.
  - K. Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file and/or supervisor file, in the presence of an appropriate supervisory official of the Department. The unit employee may authorize in writing a union representative to examine their personnel and/ or supervisor file on their behalf. The employee is entitled to designate 1 person of his choosing (lawyer, union representative, close friend, etc.) to accompany him in reviewing his file. The employee, however, must be present at the review. In addition, the unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file and/or supervisor file, which may be of a derogatory nature. No unit member shall have any adverse statements entered into his personnel file without the member being informed by a supervisor. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence. If the unit member requests, he shall receive a copy of the material in question. Medical information should be maintained in a separate confidential file.

1. The City will establish a logging system within the department and central personnel file. The log will identify the date, name of the person (other than Human Resources staff) that examined the file, and purpose.
2. If an employee is not given their performance evaluation by the annual review date the employee's merit increase will be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date. (If an over all "met").

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of 40-hour suspension or greater of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
  - The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
  - The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13- 3102) at a City worksite<sup>1</sup>, unless such employee is a police officer. 1 (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)
  - The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
  - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
  - The employee is under the influence of alcohol or illegal drugs on the job.
  - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
  - The employee committed a violation of the City's Ethics Policy.
  - The employee's actions meet the elements of a felony.
  - The employee committed an act of dishonesty.
  - The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).
- L. The City will comply with provisions of A.R.S. Sec. 12-2506, paragraph D, subparagraph 1, and assume responsibility for the actions of any Unit III employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- M. The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit III employees. Notice shall remain available

for not less than 21 working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

- N. A coaching is a verbal discussion or meeting with an employee to actively discuss any problem with the employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor’s file. A coaching is to be one-on-one. When 2 or more supervisors are present at the coaching, the employee will be allowed a representative at the employee’s request. An employee may receive more than 1 coaching for a similar matter. A coaching given to a unit member cannot remain in a supervisor’s file for more than 1 year from the date the coaching was issued, provided no further incidents of a similar nature occur during this 1 year period.

A supervisory counseling is a written warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee and credibility. The supervisory counseling shall be initialed or signed by the unit member within 2 weeks of being advised that the counseling has been issued.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee’s signature and above the line the statement: “The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence.” The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor’s file. It will not be placed in the employee’s personnel file.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.

Suspensions (other than below)		<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline as discussed in section 1-4.K.2		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

Documents or notes maintained in a supervisor's file will not be used in future disciplinary actions (Grievances or Civil Service Board) unless the unit member has been previously made aware of the existence of the performance/conduct concerns.

A unit member who receives a written reprimand, suspension or demotion upon request will be provided a copy of the investigative summary (if any exists) supporting the written reprimand, suspension, or demotion at the time the unit member receives the discipline. An employee who receives a written reprimand, suspension, or demotion may request a copy of the information upon which the discipline was based and will be provided a copy at no cost to the employee.

If a unit employee is suspended, it is understood that a suspension day is defined as 8 hours. For employees working a 4-10 schedule, the other two hours of the work day would be accounted for at the sole discretion of management.

Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule.

After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have two hours to consult with a representative.

Unit members are entitled to representation if a "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Director or Director) or when

management has more than one representative at the meeting to discuss the appeal of the performance evaluation.

A unit member shall receive a copy of any statement that they are asked to sign.

Employees will be notified of performance issues as they occur or are discovered.

Employees **may** appeal “Not Met” **ratings on their** performance evaluations.

O. City employees who are on duty and are, either witnesses, charging parties, appellants or grievants may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Accident/Collision Review Board hearings and/or meetings on city time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or if the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisor's approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances, the group will be allowed to select no more than two non-witness members of the group to attend the proceeding. These do not have to be the same group members for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

P. Rights and Disciplinary Matters (Police Department)

1. Unit members of the Police Department have the right to appear before the Departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member which may lead to demotion, suspension or discharge.

a) The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.

b) The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been partially or wholly sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor, or the unit member's bureau/precinct commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command.

Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by a unit representative at either meeting.

At the pre-DRB meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation.

Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

The unit members under investigation may request an edited copy of the DRB packet at no cost to the unit member. The City has 7 calendar days from the date of request to provide above-mentioned packet. If this information is provided to the unit member, there shall be no pre-DRB meeting.

The unit member may, at his discretion, appear before the Board with a unit representative of his choosing, and may state his reasons why the proposed action is unjustified.

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

2. Any unit member under investigation by Professional Standards or a Police Department Supervisor for a disciplinary matter, and who is interviewed or interrogated shall be given a written notice of investigation (Form 80-58DB) informing him of the nature of the investigation and his status in the investigation. In addition, the unit member and/or the Police Department supervisor/internal affairs representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate.

The unit member may request a copy of the above recording. In order to receive this copy, the unit member may be asked to provide Professional Standards with a current appropriate medium to record the copy. The unit member shall not receive additional pay for picking up or dropping off this recording.

The employee shall be given the above-mentioned written notice of investigation at the onset of the misconduct interview and prior to the employee being requested to prepare a written statement. If the employee is requested to prepare a written statement, the employee may request 1 hour to contact his Union representative prior to making the written statement. When a unit member is given a written notice of investigation (Form 80-58DB), other than the investigating supervisor/s, the only persons the unit member may speak to concerning the investigation are their attorney, minister, unit representative, or spouse not involved in the investigation. When the investigation is completed, the accused employee will be notified in writing of the findings.

A Professional Standards Bureau investigator will make available for review by the unit member and the representative any video, audio, or photographs that are being used as the basis for an allegation of misconduct. The investigator will not intentionally misrepresent any fact or material issue to the unit member.



3. Unit members have the right to representation in dealings with the City concerning grievances and investigatory interviews with a Police Department supervisor in a disciplinary matter which may lead to suspension, demotion or termination. The representative must be a bargaining unit member. The bargaining unit representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and prior to, during, and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement. If a unit member is called to an investigatory interview with a Police Department supervisor for a disciplinary matter which may lead to a Written Reprimand, the conversation shall be mechanically recorded by the supervisor and, if requested, the unit member shall receive a copy of the recording. Further, if personally requested by the unit member, representation will be allowed during a Professional Standards investigatory interview/interrogation concerning allegations focused on the unit member which may result in disciplinary action against him for violation(s) of the City or department work rules and regulations. The representative must be a bargaining unit member. The representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and after conclusion of the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the Supervisory Counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement, the employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence," will be included. The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence. The employee will receive a copy of the memo.

Only paperwork pertaining to any completed N.O.I. Investigation resolved as sustained will be kept in an employee's file.

Attendance at the Police Department Disciplinary Review Board (DRB) is optional. An employee may attend or not attend; it is his or her individual choice. If an employee declines to appear before the DRB, comments made during deliberations of the Board will not be presented to the Civil Service Board and the fact that the employee did not appear before the DRB will not be held against the employee. The employee may, at his or her discretion, appear before the Board with a representative of his or her choosing and may state his or her reasons why the proposed action is unjustified. The employee and his or her representative may passively observe all presentations made to the Board and all responses made to questions by Board members. The employee and non-board members will be excluded from the room during Board deliberations. In addition, a representative from Labor Relations will be present as a passive observer at the DRB at the union's request.

If a Polygraph examination is required of a unit member, a unit representative may monitor the audio/video-taped examination from the monitoring room.

- Q. Crime Scene Specialists, Detention Officers, and Police Assistants assigned to Enforcement positions in the Police Department shall be permitted to work out on their "Code 7" at Police Department facilities.

Unit employees who work out on their "Code 7":

Are required to remain in workpants/boots.

Must adhere to Operations Order 4.1 (Meals and Breaks);

Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;

Must adhere to Operations Order 3.7 (Industrial Injuries);

Must limit their activity to Strength Training/Cardio Training;

May not work out on their "Code 7" during overtime shifts; and,

May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief and the program may be cancelled at that time.

## **Section 1-5: Prohibition of Strike and Lockouts**

- A. The Union pledges to maintain unimpaired municipal services as directed by the City and neither the Union nor any of its agents will authorize, institute, engage in a slowdown, work stoppage, or strike against the City. During the term of this Memorandum, neither the City nor its agents shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- B. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.

## Section 1-6: New Positions and Classifications

- A. The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least two requests by the Union shall be started by the Human Resources Department in order of their ranking **per contract year**.

The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations.

- B. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, to discuss management recommendations for contracting of work presently being performed by unit members which would directly result in a reduction in the number of regular unit positions during the term of this agreement. The meeting will occur prior to any final recommendation to the City Council. Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The City shall endeavor to meet with the Union at least 30 days prior to elimination of any Unit 3 positions.

## ARTICLE 2: Grievance/Arbitration/Labor Management

### Section 2-1: Grievance Procedure

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

#### A. Informal Resolution

1. As a matter of good labor-management relations a unit member who believes that they have a bona fide grievance must discuss and attempt to resolve it with his immediate non-unit supervisor.
2. If such informal discussion does not resolve the problem to the unit member's satisfaction, the unit member may file a formal grievance in accordance with the following procedure:

#### B. Definition of Grievance

1. A "grievance" is a written allegation by a unit member, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

#### C. Procedure

In processing a formal grievance, the following procedure shall apply:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

##### Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within 14 calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within 14 calendar days of having received the written grievance or such meeting, whichever is later, submit a response thereto in writing to

the Grievant and the Grievant's representative if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. It is recommended that the fax is sent when the copy is given to employee). The parties by written mutual agreement may skip from Step 1 directly to Step 2 of the grievance procedure.

## Step 2

If the written response of the Step 1 does not result in resolution of the grievance, the Grievant may appeal the grievance by signing and completing the City form and presenting it to the second level of review (Department Director designated by the City) within 14 calendar days of the Grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within 14 calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit a response to the grievance to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. ). The parties by written mutual agreement may skip from Step 2 directly to Step 3 of the grievance procedure.

## Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

## Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the Grievant and the Union may, within 14 calendar days of having received the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. ). A Grievance Committee hearing will be scheduled at which the Grievant shall be afforded the opportunity to fully present his position.

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

Member: A mutually agreed upon neutral member.

Member: The President or the President's designee of another civilian union/association, other than the Grievant's, representing employees with the City.

At the beginning of each MOU year, the Union and the City will each select 5 Department Directors or members of current or retired City Manager's Executive Staff to serve on the Grievance Committee. No selected Department Director or Executive Staff member will serve as a committee member when the grievance involves his/her assigned department. Staff support to the Committee during the hearing will be provided by Human Resources Department staff.

Before each Grievance Committee, the Labor Relations Administrator and the Union President will either mutually agree upon one of the names, or the parties will take turns striking names and the final name will be selected. Labor Relations staff will then schedule the Grievance Committee meeting.

The Grievance Committee shall, within 10 calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the Grievant shall be afforded the opportunity to fully present his position and to be represented. A Grievance Committee meeting shall be held within 60 calendar days of receipt of the appeal. The Grievance Committee shall, within 10 calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

- b. In lieu of such hearing, the Grievant and the Union may jointly invoke the following procedure by submitting written notice to the Labor Relations Division within 14 calendar days of having received the Step II response. If the Grievant and the Union so elects in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 10 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the

arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of departmental rules and regulations in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit findings and advisory recommendations to the Grievant and the City Manager, or their designated representatives. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

#### D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union or unit employee by the specific terms of this Memorandum. The Union shall file such grievance at Step 3 of the Procedure.

#### E. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievant's. Each unit member that is a party Grievant must be named and must sign such group grievance.

#### F. Time Limits

If the City fails to answer a grievance within the time limits specified in Section 2-1 C, it shall be deemed to have been denied and may be appealed to the next step under the Article. If the Grievant or the Union fail to comply with said time limits, the grievance shall be deemed to have been withdrawn without prejudice. The parties may extend time limits by mutual written agreement in advance.

#### G. Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances where the Union has not been designated as the Grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this Memorandum.

The City will ensure that a copy of every M.O.U. grievance filed by a unit member, including the response from management, is forwarded to the Union at each step of the process.

- H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.
- I. Regular full-time and regular part-time employees are covered by this grievance procedure.
- J. Employer grievances, should they occur as a result of Official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within 14 calendar days of the occurrence prompting the grievance. The President, or designee, shall in each case provide a written answer within 14 calendar days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein, provided that the employer shall bear the costs of the services of the arbitrator.

K. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Steps 2 and 3 that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

- L. The City will be responsible for notifying the Grievant of any grievance meeting by work and personal email (if available in eCHRIS), to include date, time, and place of any grievance committee hearing. A copy will be sent to the Union by email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org). If a City representative or if the Grievant does not appear at the Grievance Committee hearing, the party not appearing shall lose the grievance.

M. Arbitration

- 1. Independent Arbitrator:

Any unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 3 below.

- 2. Appeal:

The Union, on behalf of the member, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within 14 calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or 21



calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union on behalf of the employee will also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

### 3. Selection of Arbitrator:

Once an independent arbitrator is requested for a hearing, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the member will agree on an independent arbitrator within 10 calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said 10 calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of 7 arbitrators with public sector experience. In requesting such lists, the parties will stipulate that arbitrators should be from within Arizona.

The parties will, within 7 calendar days of the receipt of the list, select the arbitrator by striking names alternately until one name remains. The remaining name will be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties will jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties will either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another arbitrator from the original list. The independent arbitrator chosen will be designated as the hearing officer appointed by the Civil Service Board for the appeal.

### 4. Time for Hearing:

When possible, the hearing date will be set within 30 calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, will automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

### 5. Hearing Procedures:

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer will not be bound by the technical rules of evidence, nor will informality in any

of the proceedings or in the manner of taking testimony invalidate any order, decision, rule or regulation made or approved by the Civil Service Board.

6. Witnesses:

An employee appellant, or an employee subpoenaed as a witness, will be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator will order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

7. Proposed Findings: Objections to Report:

Either party may file with the hearing officer written proposed findings of fact and conclusions within 7 calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions will be served on the other party at the same time as filing with the hearing officer.

No later than 2 calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections will be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence will be submitted.

8. Requirements:

The independent arbitrator selected by the parties pursuant to this article will be bound by the following:

The independent arbitrator will neither add to, detract from, nor modify the language of this Memorandum of Understanding.

The independent arbitrator will be expressly confined to the precise issues submitted and will have no authority to consider any other issue.

The independent arbitrator will be bound by applicable Federal, State, and City laws.

9. Report:

Within 2 weeks of the conclusion of the hearing, the hearing officer/arbitrator will forward all records and his report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer/arbitrator may recommend to the Civil Service Board, the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

#### 10. Costs:

The cost of the independent arbitrator and other costs related to obtaining said arbitrator will be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

#### 11. Civil Service Board:

It is expressly understood that this article will not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

#### 12. Representation:

The parties agree that for the purpose of this article, the City will be represented by the Labor Relations Administrator for the City of Phoenix or his designee and the member will be represented by the President of AFSCME Local 2960 or his designee.

### **Section 2-2: Labor-Management Committee**

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

There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing an informal forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention. If requested by one of the parties FMCS will be invited to attend.

Topics for discussion may be established and agreed to in good faith by both parties at the beginning of each contract year and throughout the contract period.

Unit 3 will be involved in a RBO/Labor-Management Process in the Fire Department. The Committee shall meet monthly or at other mutually scheduled times. For Fire Department Sections in which Unit 3 members are the majority of employees (i.e., Dispatch & Deployment, Fire Prevention), those Sections shall establish a Fire Department Labor Management Committee consisting of the Section Head and Union Stewards within that Section. The purpose of this Fire Department Labor Management committee is to enhance service delivery models and address public safety employee-related issues. The Fire Department Labor Management process is done through the facilitation and open discussion of mutual concerns and problems which may include: implementation of major department programs and/or substantial modifications of existing major programs that have a significant impact on service delivery or work schedules. The Fire Department Labor

Management Committee shall meet at least annually at mutually scheduled times, and at other mutually agreed upon times as necessary. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

The parties will have monthly discussions on new city and departmental policies, procedures, Personnel rules, etc.

The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

Based upon mutually agreed upon frequency, departments and the City will schedule regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes; the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out"); and Union participation on City Selection processes.

Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.

Representatives of the Union on the Committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

**Clarification on defining the hours for shift differential and how it is applied across departments with Unit 3 employees will be discussed in Labor Management committee meetings.**

### **Section 2-3: Health and Safety Committee**

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

The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health law. Supervisors and employees are committed to working together to ensure a healthy and safe work environment.

A Unit employee may file, without fear of discipline, retaliation or discrimination, a grievance when in his best judgment; the City has failed to comply with specific safety and health standards promulgated by local, state and federal regulations. The City will continue its practice of providing personal protective safety equipment to employees to protect them from recognized safety and health hazards.

In order to facilitate this policy, a joint committee entitled, "Health and Safety Committee" shall be established. This Committee shall be composed of 2 unit members appointed by the Union and 2 City representatives as designated by the City Manager. The chairpersons shall rotate among the members.

The Committee shall meet quarterly at mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the Committee shall be submitted to the Department Head concerned and to the City Manager.

In the discharge of its function, the Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.

The Union may review and suggest improvements to existing City building evacuation plans and the City Safety Program.

Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

## **ARTICLE 3: Compensation/Wages**

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### **Section 3-1: Wages**

A. **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:**

1. **A 5.24% base wage increase, effective the first full pay period in July 2023.**
2. **Additional uniform allowance (See Sec. 5-6).**
3. **A change to the Employee Development Fund benefits (See Sec. 5-7).**

B. **Additionally, Unit 3 employees will receive a non-continuous payment of \$2,776.00 for each full-time employee or \$1,111.00 for each part-time employee to be paid out on the first full pay period in August of 2023.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- C. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- D. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "pay schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council action in the pay and compensation ordinance.

E. Productivity Enhancement Pay

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

- 1. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

On **July 10, 2023** (paid July **28, 2023**), and November **13, 2023** (paid December **1, 2023**), unit **employees** who have completed at least six years (6) but no more than up to 19 years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$100 for the completion of each year of continuous full-time service in excess of 5 years, up to an annual maximum of \$2,800 at the completion of 19 years of continuous full time service.

On **July 10, 2023** (paid July **28, 2023**), and November **13, 2023** (paid December **1, 2023**), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$125 for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of 29 years of continuous full time service.

- b) Pay Benefits for those unit employees receiving their first payment on or after July 1, 2014:

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi-annual payments), unit members who have completed at least six years (6) but no more than up to 19 years of continuous full time service and who meet the additional qualifications specified in this section shall qualify for \$100, prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of 5 years, up to an annual maximum of \$2,800 at the completion of 19 years of continuous full time service.

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi-annual payments), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$125, prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of 29 years of continuous full time service.

2. Qualifications:

- a) An employee must have completed at least one year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. Productivity Enhancement pay will not be affected by movements to positions within the same pay range.

When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous Productivity Enhancement pay amount (incumbent's annualized payment, and which does not result in a decrease from that amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, and the incumbent is receiving Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

- b) An employee must have completed 6 years of continuous full-time service.
- c) An employee must have achieved the overall performance rating of "Met" on his latest performance evaluation on file at the time of the qualifying date.
- d) An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
- e) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is "meets standards" or better, he will be eligible to receive the next scheduled Productivity Enhancement payment.

3. Terms of Payment:

- a) Payments will be made within 30 days of the qualifying date.

- b) Employees receiving semi-annual payment, who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.

#### F. Linguistic Pay

This provision is written to provide guidelines for paying Unit 3 members who are authorized, certified, and required by management to utilize a language other than English to conduct official City business.

##### 1. Pay Benefits:

A unit member who meets the linguistic skills qualification as determined by a management review panel and becomes certified shall be paid a premium of \$75 per month.

- G. Unit 3 employees who receive an overall “Met” on their performance evaluation and are eligible for merit shall receive it in accordance with the pay plan.

#### H. **The Union President may bring recommendations for Special Merit Increases to a Department Head for consideration on behalf of unit employees.**

- I. During the term of this MOU the City will provide an annual budget presentation to the AFSCME Local 2960 Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.

### **Section 3-2: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled work week or daily work shift; it being understood that overtime for all unit members who normally work a daily work shift of 8 consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of 40 hours in a 7 day work period or 8 hours per daily shift including paid meal breaks.

Overtime for unit members assigned to a 4/10 work week schedule is defined as time assigned and worked beyond the regularly scheduled 10 hours per shift or 40 hours per week.

There shall be a minimum of 12 hours off between shifts for unit members working a 4/10 and 5/8 schedules. If this is not possible, the employee shall receive overtime compensation at their regular rate of pay for each full hour, or fraction of hour, worked within the described 12 hour period for a 4/10 or 5/8 schedule.

This language only applies to employees who work 2 full shifts. A shift holdover is considered a continuation of the regular shift. Employees cannot receive overtime compensation and 12-hour rule for the same hours worked (i.e., no pyramiding). If an employee works less than a full shift either before or after his/her regular shift, the 12 hour rule does not apply. See Appendix E for examples.



- B. Duly authorized paid leave time shall be considered as time worked for the purposes of calculating premium overtime pay during the regularly scheduled work week (but not daily workshift).
- C. Overtime work shall be compensated at 1 ½ times the regular rate, or compensatory time at 1 ½ times up to a maximum accumulation of 300 hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of 300 hours shall be paid in cash. There shall be no compounding or pyramiding of overtime pay with regular or premium pay.

Requests for use of compensatory time shall be subject to approval of supervision based upon operational and scheduling factors. Guidelines for administration of compensatory time or cash payment of overtime are contained in this Memorandum of Understanding in Attachment "D."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of 120 hours in no more than two, 60 hour increments, by notifying the Department payroll staff in writing of such intent no later than November 1 (payment will be made on or before December 15) and no later than July 31 (payment will be made on or before August 31).

#### D. Call-Out Pay

An employee shall have a minimum of 3 hours pay at overtime rates when called out for work after leaving City facilities at a time other than his regularly assigned shift, or when he is called out for overtime work while on stand-by pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate 45 minutes after being relieved from duty. This 45 minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum. Where employees are assigned take-home transportation, they will not be allowed the 45 minutes travel time. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra hours.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

At times when employees are required to work scheduled overtime, they will receive a minimum of three hours, at 1 1/2, providing said overtime is not immediately preceding or following his regular work hours.

#### Remote Access Support

Employees called to perform work by remote access, such as VPN, shall receive a

minimum of 30 minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. The employee will be paid at the overtime rate in quarter hour

increments for each remote access support response after the initial response. Calls placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

#### Telephone Support

Employees called to perform work by means of telephone support shall receive 30 minutes pay at the overtime rate or the actual amount of time expended whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each telephone support response after the initial response. Calls placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

- E. Cash compensation for all overtime will be at 1 1/2 times the regular rate after the first 7 minutes assigned and worked beyond the end of an employee's regularly scheduled shift, calculated to the nearest quarter hour. There shall be no compounding or pyramiding of overtime pay with other regular or premium pay except as required under Fair Labor Standards Act.

#### F. Off Duty Physician Appointments

When, at the direction of the immediate non-unit supervisor, unit members being treated by the authorized and designated City physician at times they are not scheduled to be on duty nor are on paid leave or disability benefit status, shall be entitled to overtime compensation in accordance with Article 3 hereof. This compensation shall be at a minimum of one hour or based on actual check-in and check-out time recorded by health center staff.

- G. Overtime shall be worked and shall be allowed if assigned by the non-unit supervisor or other authorized representative of the City. The City shall endeavor to be equitable in the distribution of voluntary overtime amongst qualified employees or crews of employees within the same classification, function, work location, and shift. Seniority may be used as a factor in determining the assignment of overtime work. Other factors include work history, skill level, assigned equipment, etc. The City will make available to the Union, upon request, reports of overtime worked by unit members on a quarterly basis. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to insure timely service delivery, or to conduct mandatory training.

When a unit member is off duty or on leave and is contacted by telephone by his supervisor for purposes other than callout or a supervisor approves of the making or receiving of the call, the unit member will be paid at time and one-half his regular rate of pay for each quarter hour calculated to the nearest quarter hour (over 7 minutes goes to the next quarter hour). There will be no compensation for calls under 7 minutes.

A unit member has the option of donating accrued vacation or compensatory time to another City employee in accordance with Administrative Regulation 2.144.

### **Section 3-3: Out-of-Class Pay**

A unit member who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

- A. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher class within any 24 month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The unit member must be specifically designated in writing to perform out-of-class duties.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for 5 hours work for a 10 hour shift and 4 hours work for an 8 hour shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than 5 hours for a 10 hour shift and 4 hours work for an 8 hour shift.
- C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- D.
  - 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
  - 2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements for promotion to those classifications where such out-of-class work was performed in a certified position.
- E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

### **Section 3-4: Sick Leave Cash Out Formula**

A unit member who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be paid an amount of compensation equal to 25% of his base hourly rate for all hours in excess of 250 hours.

Additional language of this Section 3-4 is contained in Attachments B and C.

### **Section 3-5: Shift Differential Pay**

Unit members shall receive \$.60 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 10:00 p.m. (9:00 p.m. in the Library Division) and before midnight, and \$.80 per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:00 a.m. Shift differential shall continue be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time. If an employee works a 2nd or 3rd shift for 6 hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive \$.60 per hour in addition to their hourly rate of pay when working a night shift which ends between 10:00 p.m. and 3:00 a.m., inclusive; and \$.80 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.

A Unit member shall receive 10 cents per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2 PM on Friday and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

A Unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this article.

### **Section 3-6: Stand-By Pay**

When a unit member is required to be available for immediate emergency call-back at times when the member is not otherwise on duty, the member shall be compensated for such stand-by hours at \$3.00 per hour. Members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

## **Section 3-7: Show-up Time**

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least 4 hours at the hourly or applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may, at the City's discretion, assign the employee substitute work.

Employees who start work and are later compelled to stop because of inclement weather or other conditions beyond their control shall be paid for the hours they work, but they shall be paid for not less than 4 hours at the straight time rate.

Employees released hereunder prior to the end of their regular shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their regular shift (for which time they shall be entitled to stand-by pay under Article 3, section 3-6, "STAND-BY PAY" hereof). An employee may request the use of any accrued leave time, exclusive of sick leave, to cover the balance of his regular scheduled work shift. Employees called back to work shall be entitled to their hourly rate of pay for the balance of their regularly scheduled shift.

## **Section 3-8: Jury Duty Pay**

Pursuant to A.R. 2.24, as amended, a unit member called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and may retain jury or witness pay, except where such testimony or witness duty is the result of a unit member's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the unit member is the defendant, plaintiff or voluntary character witness in a court action.

Subject to operational and scheduling needs, unit members whose regular work shift is worked after 5 p.m. and prior to 8 a.m. may be allowed by management to be assigned to the day shift during the period of jury duty service. The member will be responsible to notify their supervisor as soon as they are notified for jury duty by a court.

**Call Out Pay for Court Time:**

When, as a result of his official duties, a Unit member is required to appear as a witness at a time that the employee is not otherwise on duty, the employee will receive a minimum of 3 hours pay at 1 ½ his regular rate of pay, except that an employee shall not be eligible for additional compensation during that 3 hour period.

**Court Time Stand-By:**

When a Police Department Assistant, Crime Scene Specialist, or Commercial Vehicle Inspector receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled shift, he shall be compensated the greater of either \$100 per day for each day the subject court proceeding is in session and the Unit member is subject to call, or in accordance with the current provisions of the Fair Labor Standards Act for the term of this agreement or for so long as the Act is applicable.

Subject to operational and scheduling needs, full-time Unit 3 employees whose non-traditional work schedules include N-days may be allowed by management to be provided an alternate N-day during the pay week for hourly employees (when the date of jury service falls on the employee's regularly scheduled N-day).

### **Section 3-9: Deferred Compensation Program**

The City shall contribute an additional 0.75% of each Unit employee's monthly base wages for a total of 2.36% to the City Deferred Compensation Plan.

### **Section 3-10: Compensation for Approved Training**

Any Communication Dispatcher assigned to the Aviation or Fire Departments and Police Communications Operator who is selected by their Department to conduct department approved field training will be paid a one-step differential or a minimum of 3%, whichever is higher, for those hours actually spent training other staff members.

## **ARTICLE 4: Hours of Work/Working Conditions**

### **Section 4-1: Hours of Work**

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, section 3-2. Unit members may sign individual statements waiving the provisions of this section concerning consecutive days. Signed waivers shall continue in effect per M.O.U. year, unless there is an emergency of long-term duration affecting the employee. In which case, the employee will give the City at least ten calendar days notice in order to revoke the waiver.

The City, in collaboration with the Union, may experiment with flextime schedules when all the following conditions are met:

- a. Approval of Department Head
- b. Approval of Union President
- c. Mutually agreed schedule between Unit Member and Supervisor

d. Signed waiver

The regular work day and regular work week shall consist of 5 consecutive days of 8 hours or 4 consecutive days of 10 hours of work excluding unpaid meal periods in a 7 calendar day pre-established work period, except in those departments performing normal services regularly on Saturday and/or Sunday, with the following exceptions:

1. To the extent that Library schedules do not conform to the above provision, it is not intended nor shall this section change such scheduling practices in the Library Division.
2. The shift schedule for unit members in the Fire Dispatch Operation shall be subject to change during the term of this Memorandum, when such is conducive to efficient operations in the judgment of department management. The Union shall be advised of such changes in advance in the Labor-Management Committee (Article 2, section 2-2).
3. Exceptions to this Section may be made for Detention Officers in the Police Department.

The City and Union will discuss aligning the definition of the start date of the shift in Labor-Management meetings.

- B. Regular work schedules showing the employees' shifts, work days, and hours shall be posted where accessible to employees.
- C. Except for emergency situations, permanent regular work schedules shall not be changed without notice of at least 14 calendar days to the affected employee(s). Full-time unit members shall be given notice of at least 14 calendar days when there is a change in their permanent work location. **Excluding employees of Parks or City Clerk, part-time employees who have one permanent work location shall be given notice of at least 14 calendar days when there is a change in their permanent work location.** "Emergency" hereunder shall mean unforeseen operational circumstances.

When used in the context of this article, operational circumstances will be defined as service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, 14 calendar days notice will be given to change permanent regular work schedules. For emergency operational actions, unit members will be provided as much advance notice and information as the situation will allow.

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules within 7 calendar days notice.

Employees may request to be changed to another work schedule, and when a position on such schedule becomes vacant and available, shall be so reassigned on a seniority preferred basis when qualifications and experience are deemed to be equal by the City. (See Article 4, section 4-4 Seniority)

- D. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, 7 days a week.

The work week for employees engaged in continuous operations shall consist of 5 consecutive days of 8 hours of work or 4 consecutive days of 10 hours of work, excluding unpaid meal periods. This provision shall not apply to relief positions.

- E. Unit 3 employees' regularly scheduled workday will be determined by the actual calendar date that they start their shift.

## Section 4-2: Rest and Lunch Periods

- A. Scheduled work shifts shall include meal periods to be observed as follows:

### 5 DAY WORK WEEK

8 hours  
8-1/2 hours  
9 hours

### MEAL PERIOD

30 minutes on the job, paid at straight time  
30 minutes, unpaid  
60 minutes, unpaid

### 4 DAY WORK WEEK

10 hours  
10-1/2 hours  
11 hours

### MEAL PERIOD

30 minutes on the job, paid at straight time  
30 minutes, unpaid  
60 minutes, unpaid

Schedules for Police Assistants and Police Aides, in the Police Department shall include a paid straight-time meal period of 1/2 hour on the job.

Two (2) paid non-work periods of 15 minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job.

A unit member may request a flextime schedule. If work demands preclude a unit member from taking an unpaid lunch period, they will receive compensatory time at 1 1/2 x for the missed meal period, provided they have received prior authorization from their supervisor for working through the lunch period and they have worked more than 40 hours that week. When a Unit member does not receive a paid meal period, the meal period shall be uninterrupted and duty-free. For paid straight-time meal periods of 1/2 hour, the intent is for the employee to have a break from their work station during this period, but the employee must be available for immediate call-back to work when necessary. When work demands permit, with a supervisor's approval, a Unit employee may combine their 30 minute meal period with one of their 15 minute rest periods to achieve a 45 minute meal period. This paid leave time counts as hours worked.

- B. Activities of employees during above non-work periods shall not be subject to any unreasonable restrictions.



- C. When a Unit member works overtime of 2 hours or more in addition to their daily work shift, they shall be entitled to an additional 15 minute break. Every additional 2 hours of overtime will entitle an employee to an additional 15 minute break.

After 4 consecutive hours of overtime in addition to their daily work shift, a unit member shall be entitled to a paid meal break of 30 minutes but in no event shall a unit member be entitled to more than one such break for every 8 consecutive hours of overtime.

### **Section 4-3: Clean-up Time**

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean-up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

All departments shall provide field employees with the appropriate clean up kits/ materials, upon request.

Employees shall be allowed reasonable time, as necessary, for personal cleanup prior to the commencement of lunch and break periods.

The intent of the above provision has always been to allow field employees who need personal clean-up prior to rest or lunch periods a reasonable amount of time to do so. Clean-up material should be supplied on an as needed basis to field employees. If the field supervisors and employees act reasonably in addressing the issue, everyone will have a more healthy and safer work environment.

### **Section 4-4: Seniority**

- A. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- B. Seniority shall be used as a factor consistent with established Civil Service procedures and Personnel Rule 14 in choice of work assignments, vacation schedules, and in the determination of lay-offs.

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance**

- A. **The** City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.

- B. The City agrees to the continuation of a Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce shall include representatives from the City and a Local 2960 representative.
- C. It is understood between the City and the Union that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.
- D. **The City will maintain** an Employee Assistance Program which will provide confidential individual and family counseling to all unit members and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.
- E. Employees in positions in classifications 320 and below will receive a health insurance supplement allowance of \$66.50 two (2) times a year to be paid in August and February. Regular bargaining unit employees must be enrolled in current City Health Insurance Program to receive this benefit.
- F. **All Unit 3** Police employees will be included in coverage of the Police Officers Assistance Program.
- G. The following chart reflects the MERP benefits for unit employees eligible to receive MERP as determined on August 1, 2007. It is understood the MERP amounts listed are not subject to modification through contract negotiations but may be increased by the City.

Retiree with less than 5 years of active City credited service.	\$117 per month
Retiree with at least 5 years but less than 15 years of active City credited service.	\$135 per month
Retiree with at least 15 years but less than 25 years of active City credited service.	\$168 per month
Retiree with 25 or more years of active City credited service.	\$202 per month

- H. An additional Medical Expense Reimbursement Plan (MERP) supplement of \$100 will be paid to unit employees who retire on or after July 1, 2007 and are within 15 years of becoming retirement eligible as of August 1, 2007 and who choose the City's family coverage. This additional MERP amount will be paid until retirees reach age 65. Any unit employee who retires after July 1, 2009, and is eligible to receive MERP, as determined on August 1, 2007, will receive this additional MERP amount for either family or single coverage until age 65. This credit is applied directly to the retiree's premium deduction.

**The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).**

- I. In the event of the death of a unit member while on duty or while performing a job function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse or domestic partner and all eligible dependents. Should the surviving spouse or domestic partner remarry, the benefits of this provision may continue

through COBRA. The policy is retroactive to any reported and known In-Line-of-Duty death of a Unit member from July 1, 2010 to June 30, 2019.

## **Section 5-2: Dental Insurance**

The City shall pay the full premium costs for single coverage for employees enrolled in the base dental HMO or PPO plan and 75% of the premium costs for family coverage for a City dental plan. If an employee selects a dental plan other than the base HMO or PPO, the employee will pay the difference between the PPO plan and the selected plan.

The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Effective August 1, 2003 the orthodontia benefit shall be \$4000 dollars.

## **Section 5-3: Life Insurance**

The City will provide at no cost to unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's gross annual salary rounded up to the next \$1,000 or \$25,000, whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of \$75,000.

It is understood between the City and the Union that any negotiated changes in life insurance benefits shall be effective on or about **January 1**. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated in the eCHRIS Benefits portal for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit employee a \$200,000 death benefit covering the unit employees commutation to and from his City work location. This policy will be consistent with the current City Life Insurance carrier, and will cover the unit employee's commute for up to two hours before his shift begins, and two hours after his shift concludes.

In the event of the death of a unit employee while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the current City Life Insurance carrier, for the payment of a supplementary commutation life insurance policy for each unit employee.

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

**Upon receipt of invoice, the City will reimburse the Union up to \$6.00 per month per full-time unit employee for premiums and reasonable administrative costs incurred by the Union sponsored life/long term care insurance benefit. Labor Relations must approve all associated administrative costs prior to reimbursement; however, approval will not be arbitrarily withheld.**

## **Section 5-4: Long-Term Disability**

The City will offer a long term disability benefit for all full time, regular unit employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for 12 consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

Employees participating in the long term disability benefit as of June 30, 2012 will continue under the previous benefit rules until they return to work or achieve the maximum age of 80 for benefits.

## **Section 5-5: Holidays and Vacations**

A. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11, as amended, modified to indicate the following holidays.

Employees, except those on hourly paid status, shall, when possible without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	- January 1
Martin Luther King's Birthday	- Third Monday in January
President's Day	- Third Monday in February
Cesar Chavez's Birthday	- 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

Friday after Thanksgiving Day  
 Eve of the Christmas holiday - 4 hours  
 Christmas Day - December 25  
 Three vacation days- After completion of six months of full-time employment  
 added to vacation bank of hours

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday herein falls on a Saturday, it shall be observed on the preceding Friday, except that in the case of 6 day operations and in the Library Department such holidays may be observed on Saturday, and in the case of continuous operations and seven day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to the Eve of Christmas holiday, which shall only be granted when it falls on the employees' regular scheduled work day.

A unit member working in a continuous operation, whose regularly scheduled day off falls on a holiday specified above, and who is scheduled or called in by management to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: 8 hours pay for the holiday plus pay at 1 1/2 the regular rate for each hour assigned and worked, plus compensatory time credit for each hour assigned and worked to a maximum of 8 hours.

B. Vacation accrual, carryover, and separation payout shall be governed by the following table:

SERVICE YEARS	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	PAYOUT
0-5	8 hours	232 hours	280 hours
6-10	10 hours	280 hours	340 hours
11-15	11 hours	304 hours	370 hours
16-20	13 hours**	352 hours	430 hours
21 +	15 hours**	400 hours	490 hours

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

**Unit** members shall be allowed vacation buy out twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 120 hours and has used 40 hours of vacation/comp-time during the calendar year.

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

To every extent practicable, a transferred unit member will be allowed to maintain his previous vacation schedule.

- C. Through Labor-Management Unit 3 established a pilot program for unused vacation time that unit members would lose since it could not be carried over into the next calendar year. A bank was established and the time was donated to Unit 3 employees with a petition on file per A.R. 2.144. **The City agrees to continue the pilot program during the 2023-2024 MOU.**

## Section 5-6: Uniforms

### A. Uniform Allowance

Unit members employed by the Police Department or Fire Department who are required to purchase, wear and maintain uniforms pursuant to Police or Fire Department rules and regulations shall be entitled to an annual uniform allowance in the below listed amounts for the appropriate listed classifications:

<u>Job Classification</u>	<u>Allowance</u>
Police Assistant*/Special Detail (Assigned to Patrol or Transit functions)	\$1150 per annum
Police Assistant	\$725 per annum
Detention Officer	\$1150 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist (Including employees in Planning & Development)	\$725 per annum
Court Security Officer	\$725 per annum
Fire Emergency Dispatcher/Lead**	\$725 per annum
Municipal Security Guard*	\$725 per annum
	(Part-time employees receive 80% of full-time allowance (\$580) in Library Dept only)
Municipal Security Guard* in Police (required to wear Class B or C uniform)	\$1150 per annum
Crime Scene Specialist*	\$725 per annum

\*\*The City will issue a one-time \$200 winter uniform jacket allowance to for outdoor work to the following classifications and assignments:

- Police Assistants assigned to Parking Enforcement Detail
- Police Assistants assigned to Patrol or Police Transit
- Detention Officers
- Crime Scene Specialists
- Municipal Security Guards in Police, Water and Public Transit

Police Assistants, Detention Officers, Municipal Security Guards in all departments, Police Assistant-Transit and Police Assistants and Crime Scene Specialists in public facing positions, as well as Operations Assistants in Aviation working non-secured side of airport who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding \$1,000. Upon replacement, a qualified employee as listed in this section shall be entitled to the \$1,000 reimbursement every 5 years after initial purchase.

In lieu of the \$100 employees in the job classifications of Fire Emergency Dispatcher/Lead previously received from the City/Fire Department for additional uniform items, employees in these job classifications will now receive an equivalent uniform allowance of \$100. Payment to be made on or about August 1 of each MOU year.

1. Payment of the annual allowance will be made on or about August 1 of the fiscal year and shall be for the period of July through June, and is intended to cover the cost of uniforms, maintenance, and cleaning of such uniforms.
2. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform.

The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

3. Unit members who leave City employment shall repay to the City the uniform allowance equal to 1/12 for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that unit members who retire will not be required to repay any uniform allowance.

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

4. A unit member who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual amount for each month of extended leave.
5. An employee who has received an allowance under this agreement and is subsequently promoted or transferred into a Public Safety Retirement System position shall have his allowance adjusted to accommodate the difference but shall not be entitled to both allowances.

#### 6. Reimbursement Schedule

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

Uniform Boots/Shoes - Full Cost  
Uniform Trousers - Full Cost  
Uniform Shirt - Full Cost  
Uniform Jacket - Full Cost  
Glasses - Prescription \$130.00  
Watches - \$52.00  
Jewelry - \$44.00  
Flashlight - \$21.00  
Sun Glasses - \$17.00 Non-Prescription  
Safety Vest - Full Cost

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

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

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

Any item not specifically mentioned may be discussed in a meeting of the Labor-Management Committee.

7. Prior to changing or modifying current uniforms, the City will notify the Union, in writing, **with a minimum of 30 calendar days notice** of its intent. The Union may at any time request the Labor-Management Committee meet to discuss changes and modifications to the current uniforms.

HONOR Guard – Prior to any formal recognition of the Unit 3 Honor Guard, the City and Union will determine the Honor Guard fund management, uniforms, policies, and procedures in Labor-Management meetings. A good-faith effort will be made to schedule these Labor-Management meetings within 8 weeks of the contract start date.

The AFSCME Local 2960 Honor Guard is a professional organization that represents the City of Phoenix at official events, memorial services and employee funerals. The AFSCME Local 2960 Honor Guard was established in January 2015 after the LODD loss of Unit 3 employee Megan V. Lange. The 501c3 was formalized during the 2016-2019 contract MOU at the request of the City during negotiations to help institute formal recognition of the Honor Guard. Through the work of AFSCME Local 2960, a registered 501c3 non-profit association (ID #82-08366266), the Honor Guard provides public education and community service. Each year of this agreement, the City will direct \$25,000 to a fund maintained by the City, which has been charged to the total compensation of the Unit 3 economic package, to support the work and related expenses of maintaining the Honor Guard. The Union will submit receipts to the City for reimbursement. If the entire \$25,000 is not used in the first year of the MOU the balance



will carry over into the following year not to exceed \$50,000 during the term of this MOU. Funds not used by the end of the MOU will be credited to the Unit 3 package for the following contract.

## **Section 5-7: Tuition Reimbursement**

- A. Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  - 1. For the **2023-2024** fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
  - 2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.
- B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.
- C. The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City for Building Inspectors, Construction Permit Specialists, and Operation Assistants Air side, and Fire Prevention Specialist once they pass the test, on a one time basis only. The City will not reimburse unit members for classes the City provides at no cost, or for classes the City identifies for unit members to be taken at no cost.
- D. Unit classifications at pay range 324 and above shall be allowed to utilize up to **\$225** to attend one-day, in-state, city-related seminars/training and city-related memberships.

## **Section 5-8: Car Insurance, Mileage Allowance, Bus Pass and Parking**

- A. Where, with respect to the below listed classifications, the City expressly requires as a condition of employment that the employee own and utilize his personal automobile in performing assigned duties, such employees shall be compensated \$12.00 per month toward automobile insurance expenses upon submission and resubmission as may be required by the City of such insurance expenses being incurred by the employee:

Community Worker II  
Caseworker I  
Caseworker Aide  
Senior Center Assistant

Employees required and authorized to use their private vehicle on City business and who have provided proof of appropriate insurance as required by City regulations shall be compensated at the IRS regulated rate per mile.\*

\*Refer to A.R. 6.21

- B. Employees regularly assigned to the airport terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- C. All regular full-time and part time bargaining unit employees will receive, upon request, a City issued bus/transit pass at no cost to be used only by the employee.
- D. If parking rates are increased, the City will notify the union prior to the increase taking place.
- E. Parking rates for employees who drive motorcycles to work shall be reduced by 50% when they park at the 305 garage or Adams Street Garage.
- F. The City will provide 4 parking cards to the Union.

### **Section 5-9: Unpaid Parental Leave / Family Leave**

- A. The City will, as a matter of general policy, authorize up to 3 months of unpaid leave for any unit member who is the parent of newly born, legally adopted child, or any unit member who needs to care for an ill family member. Family members include spouse, qualified domestic partner, children (natural, adopted, foster or stepchildren) brother, sister, parents, and grandparents. Approval and use of this leave shall be subject to existing Personnel Rules. The employees' immediate family member does not have to live in the employees' household to be covered by this section.
- B. Employee may use up to 10 hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to 5 days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g.)

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of 5 incidents not to exceed a total of 40 hours each calendar year.

For all of the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor under A.R. 2.30, when evaluating the job performance of an employee involved in a leave-

management program, up to a maximum total of 7 incidents per calendar year. An incident is defined as an absence from work regardless of the length of time.

Immediate family is defined as the following persons: spouse, qualified domestic partner, child, step-child, brother or sister of the employee or the parent of the employee or spouse, a relative who, because of family circumstances, has been a parent substitute to the employee may be considered as a substitute for mother or father in this definition.

## **Section 5-10: Retirement Program and Benefits**

The retirement program and benefits for Unit 3 employees are listed in the Phoenix City Charter.

# **ARTICLE 6: Miscellaneous**

## **Section 6-1: Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

## **Section 6-2: Copies of Memorandum**

- A. Within 60 days of the date that this Memorandum is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel.
- B. Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended.

## Section 6-3: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect July 1, **2023** through June 30, **2024** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than December 1st, of the final year of the contract, of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The City may change the terms and conditions of Administrative Regulations during the term of this Memorandum. **The City will notify the Union of any changes in Personnel Rules and/or new or revised Chapter 2 Administrative Regulations (ARs) affecting unit employees.**

The City will consult the Union concerning changes affecting existing compensation provided for under the following Administrative Regulations:

- 2.16 Political Activity Time Off to Vote
- 2.241 Compensation for Interpreting and Translation by Personnel in City Courts
- 2.27 Employee Suggestion Program
- 2.34 **Transitional Work Policy**
- 3.41 Travel Authorization and Travel Expense Allowances

- F. The provisions of this Memorandum apply to all unit members, except that entitlement to health, life and long-term disability insurance, holiday, overtime and show-up benefits for regular hourly employees shall continue in accordance with present practice and policy. The City shall not lay off from City employment full-time employees for the sole purpose of replacing them with hourly employees, and will not alter the status of incumbent full-time employees to hourly employees.
- G. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

**Section 6-4:**

The City shall create an Employee Memorial for those employees lost to COVID-19 to thank them for their service to the City of Phoenix

DRAFT

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ day of May, 2023

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Frank Piccioli, President, AFSCME Local 2960

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Jason Perkiser, Assistant Human Resources Director, Labor Relations, City of Phoenix

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Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

---

Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

---

City Attorney, City of Phoenix

AFSCME 2960 Team:

Frank Piccioli, President  
Debra Novak-Scott  
Angie Hernandez  
Kanika Jones  
Michelle Newcomb  
Jose Vejar  
Kennethy Franklin  
Karen Roberts  
Sonya Valenzuela  
Lena Bernal  
Sheila Yellowhair

City of Phoenix Team:

Jason Perkiser, Assistant Human Resources Director  
Martin Whitfield, Parks and Recreation Department  
Jesse Cooper, Police Department  
Patricia Kirkland, Human Services Department  
Michael O'Shaughnessy, Aviation Department  
Brandie Barrett, Public Works Department  
Rayne Gray, Fire Department  
Sheree Rucker, Human Resources (Coordinator)  
Brianna Soto, Human Resources (Scribe)

# ATTACHMENT A

## DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation

City Clerk

Community & Economic Development

**Phoenix Convention Center**

Finance

Fire

Housing

Human Services

Information Technology

Law

Library

Municipal Court

Neighborhood Services

Parks & Recreation

Planning & Development Services

Police

Public Transit

Public Works

Street Transportation

Water

*Stewards are listed on our website - [afscme2960.org](http://afscme2960.org)*

## **ATTACHMENT B (Relating to Vacation Leave)**

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

### **Section 3-4 (Continued)**

#### **A. Final Average Compensation and Vacation Leave**

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment B.
4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining



order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 3 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this MOU and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 3 employees about any such administrative action that directly affects Unit 3 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 3 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 3 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

## ATTACHMENT C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

### Section 3-4 (Continued)

#### C. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.
  - a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
  - b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.
  - c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this MOU shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").
3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this MOU shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such

change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 3 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 3 employees.

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## ATTACHMENT D

### GUIDELINES FOR ADMINISTRATION OF COMPENSATORY TIME/CASH PAYMENT OF OVERTIME

The following understanding is intended to serve as guidelines for employees and supervisory and management personnel when administering the compensatory time provisions of this Memorandum of Understanding.

Subject to the limitations set forth herein, the following shall apply:

Employees shall have the choice of requesting either compensatory time or cash payment for overtime authorized and worked, if an overtime appropriation has been included in the department budget for the departmental work unit in which the employee works.

Employees will specify the type of payment (cash or compensatory time) at the time the overtime is worked.

An employee's choice of type of payment shall be subject to supervisory approval. Once agreement has been reached between the employee and the supervisor, the type of payment agreed upon shall be honored.

This understanding regarding employee choice shall not apply under the following circumstances:

Where no overtime appropriation has been included in the department budget for the work unit in which the employee works.

Where budgetary, staffing, or grant limitations have been placed on the authorization, use, disbursement or payment of such funds by the City Manager, Department Head or their designated representatives, or where the terms and conditions for the receipt and/or utilization of any federal, state, or local government grants impose such limitations.

The City will make reasonable efforts to notify the Union when changes in departmental overtime policies regarding the type of payment occur. Provided, however, that failure to notify the Union shall not prevent or prohibit the department from implementing such change.

# APPENDIX E

## 12-Hour Rule Examples

Regular Shift 2:00 PM - 10:00 PM M-F

Monday

Works regular shift

2:00 PM 4:00 PM 6:00 PM 8:00 PM

Tuesday

Works morning shift

6:00 AM 8:00 AM 10:00 AM 12:00 PM

2:00 PM

Time period of 6:00 AM - 10:00 AM qualifies for the 12-hour rule. Process XF 4 hours, employee is paid 4 hours at 1/2 time and receives regular hours paid

Wednesday

Regular Shift 2:00 PM - 10:00 PM M-F

6:00 AM 8:00 AM 10:00 AM 12:00 PM

Wednesday

2:00 PM 4:00 PM 6:00 PM 8:00 PM

Time period of 6:00 AM - 2:00 PM qualifies for the 12-hour rule. Process XF 8 hours, employee is paid 8 hours at 1/2 time and receives OT (1 1/2) for working 6:00 AM - 2:00 PM

Thursday

Regular Shift 6:00 AM - 2:00 PM M-F

6:00 AM 8:00 AM 10:00 AM 12:00 PM

Friday

2:00 PM 4:00 PM 6:00 PM 8:00 PM

10:00 PM 12:00 AM 2:00 AM

Time period of 6:00 PM - 2:00 AM qualifies for the 12-hour rule. Process XF 8 hours, employee is paid 8 hours at 1/2 time and receives OT (1 1/2) for working 6:00 PM - 2:00 AM

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**Public Comment on Proposed MOU Between City of Phoenix and Phoenix Law Enforcement Association, PLEA (Unit 4)**

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the Phoenix Law Enforcement Association, PLEA (Unit 4).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**CITY OF PHOENIX**

**AND**

**PHOENIX LAW ENFORCEMENT ASSOCIATION**

**REPRESENTING UNIT 4 EMPLOYEES**

**DRAFT**

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## **Preamble**

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

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

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

## **ARTICLE 1: Rights**

### **Section 1-1: Purpose/Gender**

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

### **Section 1-2: City and Department Rights**

- A. The Association recognizes that the City and the Police Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of Police Chief to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.
- B. The City and Police Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The Police Chief and City Manager reserve the right to discipline or discharge employees for just cause, defined as follows, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

1. The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.
  2. The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.
  3. The discipline is supported by a preponderance of evidence that the conduct occurred.
  4. The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.
- E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed. This is not grievable under the MOU.
- F. The City and Police Chief shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. This is not grievable under the MOU.
- G. Except as otherwise specifically provided in this Memorandum, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this Memorandum as permitted by law.
- K. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

### Section 1-3: Rights of Association

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

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

- B. Union Release:

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

1. Full-Time Release Positions:

- a. The 6 full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.
- b. The 6 full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).
- c. The 6 full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

- d. The 6 full time release positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.

## 2. Association Representatives:

The Association may designate up to 42 representatives and shall notify the Police Chief and Labor Relations in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations or as changes occur.

Every quarter, PLEA will provide a list of stewards that will be posted.

- a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.
- b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

## 3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. PLEA will utilize best efforts to provide advanced notice of the use of these hours to Labor Relations so the affected chain of commands can be notified. In all instances, PLEA will provide Labor Relations with notice of hours used. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement

in lieu of wages and benefits. Examples of how these hours are used by the Association include:

- a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

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

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

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

- C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's

legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

- D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police Chief or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.
- E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, upon request, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment. **The City will also provide a monthly list of employees added that month to Unit 4.**
- F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year.

- H. The Association and the Department will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed 1 hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. Curriculum will be jointly approved with the Training Bureau Division Chief.
- I. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- J. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.
- K. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- L. The Association will have 2 PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.
- M. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.
- N. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. PLEA will utilize best efforts to provide advance notice of meeting.
- O. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor –Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as



representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a 960 hour bank of compensation for use by the full-time release positions each MOU year.

- P. Unit members who are not Association members at the beginning of the last pay period in June of each year will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in August of that same year. Unit members who are not Association members at the beginning of the last pay period in December of each year will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in February of the following year.

The number of hours distributed to Unit members who are not Association members will be deducted from the leave banks described in Section 1-3, beginning with the Section 1-3(C) leave bank, then the Section 1-3(B)(3) leave bank, and then the Section 1-3(O) leave bank. If there are not enough hours in the leave banks to refund the hours to Unit members who are not Association members, the Association will reduce the number of full-time release positions for the remainder of the six-month period. The value of each reduced full-time release position will be converted to hours and credited to the Section 1-3(B)(3) leave bank.

**The** City will provide Unit members who are not members of the Association “opt in” forms, to be approved by the Association, allowing them to donate vacation leave to be deposited into the Section 1-3(B)(3) leave bank. At any time during the term of this MOU, any Unit member may request this “opt in” form in order to donate vacation time in the manner above-described.

- Q. As the certified unit 4 bargaining unit, the Association will be notified electronically of Use of Force Boards and Disciplinary Review Boards at the time of scheduling.

#### **Section 1-4: Rights of Unit Members**

- A. A unit member has the right to have the Association serve as **their** meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to **their** individual employment rights and obligations.
1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is

conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question, speak on behalf of the employee, or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that **they are** only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.
4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will **provide the unit member and / or their representative written notices of investigation informing the officer of the alleged facts that are the basis of the investigation and all relevant and readily available materials, including complaints (except for complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity**

commission). **Material format may include video, audio, reports, photographs, documents, and other materials in accordance with A.R.S § 38-1104(A)(2) in effect during the term of this agreement. Upon the request of either party, the parties shall meet and confer the impact of any changes to the provisions of A.R.S § 38-1104(A)(2) during the term of this agreement.** All materials will be made available to the unit member and/or **their** representative in the draft investigation prior to the investigative review process (IRP).

For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to **their** administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.

During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.

5. A unit member under investigation, and the association, will be notified in writing every 3 months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.
6. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.
7. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.
8. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.

9. As the certified bargaining unit for all unit 4 members, all finalized investigations will be provided to the Association monthly.
- C. A unit member has the right to present **their** own grievance, in person or by legal counsel.
- D. Unit members are entitled to representation if an overall "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the performance evaluation.
- E.
1. A unit member covered hereunder shall, on **their** request and by appointment, be permitted to examine **their** departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of **their** choosing. When a city directed work fitness/job performance medical evaluation process is completed, the city agrees to give the city doctor a release to give the information to the requesting employee.
  2. No unit member shall have any adverse comments entered into **their** departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, **they** may receive a copy of the adverse comment.
  3. A unit member may, at **their** discretion, attach rebuttal statements to any material contained in **their** departmental or divisional personnel file which may be adverse in nature.
  4. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Final sustained discipline of suspension or higher of the following;

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest;
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
- The employee is under the influence of alcohol or illegal drugs on the job;

- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
  - The employee committed a violation of the City's Ethics Policy;
  - The employee committed an act of dishonesty;
  - The employee committed an act meeting the elements of a felony; or
  - The employee has committed a Class 3 violation of use of force.
5. A Supervisory Counseling is a documented warning presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.
6. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- F. A unit member and Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.
1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against **them**.
  2. The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if **they** choose, may meet with **their** immediate supervisor along with **the** second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if **they** choose, may meet with the next supervisor in **their** chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if **they** choose, may be accompanied by an Association representative at either meeting.
    - a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.
  3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or **their** representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or **their** representative to the DRB shall also be given to the

department in a reasonable time. The information will be supplied electronically if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at **their** discretion, appear before the Board with an Association representative of **their** choosing and may state **the** reasons why the proposed action is unjustified. The unit member and **their** representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.
5. The unit member may submit relevant written matter in support of **their** position.
6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.
  - a. At least 10 days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning **their** involvement in the matter under investigation that is made available to the UFB Board members.
  - b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.
  - c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.
7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.

- a. The timeline for written notice of a Loudermill hearing resulting from an arrest for a felony crime under color of authority will be at the discretion of the Police Chief.
8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.
- G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing **them** of the specific nature of the investigation, **their** status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.
1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for **their** use throughout the entire course of the interview.
  2. The unit member will be provided a copy of all the interview/interrogation in digital media format.
  3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or **their** designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to **their** home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.
  5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB) or other appropriate City entity.
  6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.
  7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PLEA representative.
  8. The unit member or the unit member's representative may make a request to the Chief, or **their** designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.
  9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.
- H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. The affected employee attending any IRP, DRB, UFB, DAC, Grievance meeting, Civil Service Appeal, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.
- J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have 3 hours to consult with an Association representative.



- K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.
- L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.
- M. **In accordance with the terms outlined in Section 1-4.E.4, a unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.**
- |                       |                            |
|-----------------------|----------------------------|
| Written Reprimands:   | 12 months from date of NOI |
| Class I Discipline:   | 12 months from date of NOI |
| Class II Discipline:  | 18 months from date of NOI |
| Class III Discipline: | 24 months from date of NOI |
- N. If an employee is not given their performance evaluation by the annual review date, the employee may request the merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.
- O. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.
- P. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.
- Q. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).

- R. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.
- S. Progressive Discipline time periods will be based on date of the NOI.

### **Section 1-5: Prohibition of Strike and Lockouts**

- A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
  - 1. Discipline up to and including discharge.
  - 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

- F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

## **ARTICLE 2: Grievance/Arbitration/Labor Management**

### **Section 2-1: Grievance Procedure**

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

#### **A. Informal Resolution**

1. As a matter of good labor-management relations, unit members who believe that they have a bona fide grievance will discuss and attempt to resolve it with the appropriate lowest level of supervision.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

#### **B. Definition of Grievance**

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.
4. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the Commander/Administrator, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The Commander/Administrator, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the division head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The division head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

#### 4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

Member – A City department head on a rotating schedule.

Member – The President of another union, other than the Grievant's, representing employees with the City of Phoenix.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

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

- i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City law.
- iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

#### D. Time Limits

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

#### E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

#### F. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member that is a party Grievant must be named in such group grievance.

#### G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

## **Section 2-2: Labor-Management Committee**

- A. There shall be a Labor-Management Committee consisting of up to 6 representatives of the Association and up to 6 representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.
- B. The Committee shall meet as needed by union request, quarterly at mutually scheduled times. Parties may mutually agree to meet more frequently.
- C. The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- D. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per unit member per meeting.
- E. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- F. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or designee.

## **Section 2-3: Resolving General Complaints**

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of

management in attempt to seek resolution before escalating issues up the chain of command.

## ARTICLE 3: Compensation/Wages

### Section 3-1: Wages

- A. **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follow:**
1. **A 2.16% base wage increase effective the first full pay period in July 2023.**
  2. **An increase for night shift differential pay effective the first full pay period in July 2023 (See Section 3-11).**
  3. **An increase for weekend shift differential pay effective the first full pay period in July 2023 (See Section 3-11).**
  4. **Increases for stand-by pay effective the first full pay period in July 2023 (See Section 3-12).**
  5. **Qualified/Certified Drug Recognition Expert Pay effective the first full pay period in July 2023 (See Section 3-18).**
  6. **Qualified/Certified Phlebotomists Pay effective the first full pay period in July 2023 (See Section 3-19).**
- B. **Additionally, Unit 4 employees will receive a non-continuous payment equal to the economic value of 5.0% of their base wage to be paid out on the first full pay period in August of 2023.**
- C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer\*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.
- D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer\*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.
- E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer\*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.
- F. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer\*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment C.



- G. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.
- H. Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.
- I. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- J. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.
- K. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

### **Section 3-2: Productivity Enhancement Pay**

In recognition of dedicated public service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for unit members:

- A. Pay Benefit:
  - 1. In December **2023**, and **June 2024**, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive \$80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of \$1,040, annual maximum of \$2,080 at 20 years.
  - 2. In December **2023**, and **June 2024**, a unit employee at 20 years and one day of continuous full-time service shall receive \$125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of \$2,000, annual maximum of \$4,000 at 22 years or more.
- B. Qualifications:
  - 1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they

move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.

2. Effective July 1, 1999, a unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.
5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

1. The City will make adjustments to an employee's Productivity Enhancement payment within 30 days of the qualifying date.

**Section 3-3: Training Pay**

- A. Master Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized field training position.
- B. Field Training Officers who train in place or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% base hourly rate of pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
  1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.

2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
  3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.
- D. Detectives whom the department selects to conduct department-approved new Detective training; will receive an additional 5% of their base rate of pay for every day the Detective is training.

### **Section 3-4: Compensation for Interpreting and Translation by Sworn Police Officers**

A. Purpose

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.
2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

B. Payment Authorization

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

C. Performance Activities Approved for Special Compensation

1. Verbal interpretation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
2. Written translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
3. Signing interpretation and translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

D. Compensation

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by

presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of \$10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-10, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

E. Supervisory Authorization

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

**Section 3-5: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his designees.
- C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of 300 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of 300 hours, he will be paid the difference.
- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.

- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.
- G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-6 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-8, but shall be compensated at a minimum of 1 hour at 1-1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.
- H. After 4 consecutive hours of overtime, a unit member shall be entitled to a paid meal break of 1/2 hour, but in no event shall a unit member be entitled to more than one such meal break for every 8 consecutive hours of overtime.

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

- I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional 30 minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first 30 minutes of the meal period.
- J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a 7 calendar day period, as the squad he was on when the injury/illness occurred. After the 7 days, he may be reassigned to new duty hours and/or N-days.
- L. A unit member who scheduled a leave day 30 calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-7 and/or Section 3-8, in addition to the leave day.

- M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

### **Section 3-6: Court Time Overtime**

- A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-8 of this Memorandum.
  - 1. Court time overtime shall be continuous time compensated consistent with Section 3-6, subsection C.
  - 2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.
  - 3. If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.
- B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

### **Section 3-7: Call-Out Pay**

- A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-6, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

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

- C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.
- D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-6, subsection C.

### **Section 3-8: Out-of-Rank Pay**

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.

- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

### **Section 3-9: Sick Leave Conversion at Retirement**

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

- A. Definitions:
  - 1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.
  - 2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.
  - 3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.
- B. Benefit and Eligibility:
  - 1. **A member that has between 1 – 899 hours of sick leave remaining in their sick leave bank at the time of retirement, shall be eligible for payment of 100% their base wage for 50% of their hours accrued.**



2. **A member who has accumulated a minimum of 900 – 1,285 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base hourly rate for 65% of their remaining sick hours.**
3. **A member who has accumulated a minimum of 1,286 – 1,713 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 80% of their remaining sick hours.**
4. **A member who has accumulated a minimum of 1,714 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 100% of their remaining sick hours.**
5. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have 150 hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.
2. The unit member shall verify in writing the computations of the Employee Benefits Division.
3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

### **Section 3-10: Sick Leave Payout**

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

### **Section 3-11: Night Shift Differential/Weekend Shift Differential**

- A. A unit member shall receive **\$2.00** per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.

- B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.
- C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.
- D. A unit member shall receive **\$1.00** per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.
  - 1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
  - 2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

### **Section 3-12: Stand-By Pay**

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that **they are** not otherwise on duty and the unit member complies with departmental regulations incident thereto, **the unit member** shall be compensated as follows: **\$100.00** on the unit member's non-work day and **\$80.00** on a workday.
- B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained by any detail in the department.

### **Section 3-13: Court Time Standby Pay**

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

hours, the unit member shall receive an additional 1 hour of pay at 1-1/2 times his base hourly rate of pay.

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

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; Mental Health Court; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

### **Section 3-14: Off-Duty Employment**

- A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate supervisor.
- B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.
- C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's wellness, welfare, or performance is adversely affected.
- D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

### **Section 3-15: Jury Duty**

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

### **Section 3-16: Deferred Compensation and Defined Contribution Plans**

- A. The City's contribution to DCP will continue at 2.56%.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.
- C. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

### **Section 3-17: Non-Direct Payment of Compensation or Benefits**

Various sections of this Memorandum contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### **Section 3-18: Drug Recognition Expert Premium Pay**

**Department qualified/certified Drug Recognition Experts (DRE) who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in DRE activities.**

### **Section 3-19: Phlebotomist Premium Pay**

Department qualified/certified phlebotomists who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in phlebotomy activities.

## ARTICLE 4: Hours of Work/Working Conditions

### Section 4-1: Work Schedules

- A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this section pertaining to “N” days shall not apply. The 8 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period of 30 minutes. When work demands permit, with a supervisor’s approval, a unit member may combine this 30 minute meal period with one of his 15 minute rest periods described under Subsection D of this Article to achieve a 45 minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.
- B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this Subsection pertaining to “N” days shall not apply. The 10 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.
- C. All unit four members assigned to patrol squads with beat responsibility only will work the work schedule defined in subsection B of this section (4/10’s) through June 30, **2024**.
- D. If a unit member’s normal duty hours are changed with less than 7 days’ notice, then the unit member is entitled to premium pay.

If a unit member's normal "N" days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8's schedule:
  - A change in normal duty hours: 2 hours at their base hourly rate of pay.
  - One "N" day change: 4 hours at their regular rate of pay.
  - Two "N" days changed: 20 hours at their regular rate of pay.
- For a unit member assigned to a 4/10's schedule:
  - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
  - One "N" day change: 5 hours at their regular rate of pay.
  - Two "N" days changed: 10 hours at their regular rate of pay.
  - Three "N" days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations Order 9.1 is exempt from this section.

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

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

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

- E. When used in the context of this Article, "Operational Needs" will be defined as: Service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.
- F. In addition to all duties as assigned by the Police Chief or his designees, work hours shall continue to include 2 15 minute rest periods as work demands allow.
- G. There shall be a minimum of 15 hours off between shifts, 13 hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described 15 hour period, 13 hour period for a unit member working a 4/10 schedule. A unit member assigned to a specialty bureau may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

- H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.
- I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed 4 hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.
- L. "On duty" training will be approved at the Division Chief level.

#### **Section 4-2: Seniority**

- A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance**

- A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.
- B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.
- C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.  
  
In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.
- D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.

#### **Section 5-2: Retiree Health Insurance**

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.
- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of \$6.00 per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise



the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

### **Section 5-3: Dental Insurance**

- A. The City shall pay the full premium costs for single coverage for employees enrolled in the base HMO or PPO plan. and 75% of the premium costs for family coverage for a City dental plan.
- B. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

### **Section 5-4: Life Insurance**

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at \$15,000. The City will continue the current policy for death in the line of duty at \$100,000.00.
- B. Effective August 1, 2001, the City will increase the \$35,000.00 line of duty life and dismemberment insurance coverage to each unit member to \$100,000.00.
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

### **Section 5-5: Long-Term Disability Insurance**

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. Applicants must apply for benefits they may be eligible to receive. After an established 90 calendar day qualifying period, the plan will provide up to 66-2/3% of the employee's basic monthly salary at the

time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

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

### **Section 5-6: Holidays and Vacation Leave**

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-6, Overtime.

- A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 excluding overtime pay.
- B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 hours pay or compensatory time for each holiday.
- C. Paid holidays shall include:

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

\* After 6 months of continuous service.

\*\* Personal leave will be a total of 20 hours for all unit members.

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

- D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:
1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.
  2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for 8 hours of holiday pay. The additional 2 hours necessary to receive 10 hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only 8 hours of pay. Alternatively, the unit member may work for 2 hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 hours, excluding overtime pay.
- E. A unit member will continue to receive holiday pay while on industrial leave.
- F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.
- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
1. Through 5 years of service 8 hrs. per month
  2. 6th through 10th year of service 10 hrs. per month
  3. 11th through 15th year of service 11 hrs. per month
  4. 16th through 20th year of service 13 hrs. per month
  5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

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

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

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5 <sup>th</sup>	8	232	280
6 <sup>th</sup> - 10 <sup>th</sup>	10	280	340
11 <sup>th</sup> - 15 <sup>th</sup>	11	304	370
16 <sup>th</sup> - 20 <sup>th</sup>	13**	352	430
21 <sup>st</sup> +	15**	400	490

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

During the 2021-2023 MOU, a workgroup will be formed with participants from City management and include a leader from PLEA for the purpose of exploring the possible creation of a Citywide bank of hours supplied by vacation cutback hours for use by employees with approved donation petitions. The workgroup will submit a recommendation to the City Manager before the end of the 2021-2023 MOU.

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to **80** hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

### Section 5-7: Out-of-State Vacation Recall

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

## **Section 5-8: Military Leave**

### **A. Definition**

1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.
2. This leave will be granted without loss of pay or other employment rights.

### **B. Leave Guidelines**

1. National Guard and Military Reserve leave time will be calculated using working days.
2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.
3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).
4. Travel time will not be allowed in addition to inclusive dates shown on requests.
5. A copy of the Military Orders will accompany leave requests.

## **Section 5-9: Uniform, Clothing and Equipment Allowance**

### **A. Department-issued equipment, as follows:**

1. The Police Department will furnish to each unit member entering the department the following:
  - 1 Uniform Belt
  - 1 Handcuff Case
  - 1 Holster
  - 1 Helmet
  - 1 Magazine Pouch
  - 1 Service Weapon
  - 1 Pepper Spray Holder
  - 1 Pepper Spray Canister
  - 1 Pair of Handcuffs and Key
  - 1 Uniform Breast Badge
  - 1 Flat Badge with Case

- 1 (pair) Puncture resistant gloves

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

2. Pilot's equipment list as follows:

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

- 2 Nomex (or equivalent in quality) Flight Suits
- 1 Flight Helmet
- 1 Standard Headset

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.
- B. A unit member will receive \$1,150 clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.
  - C. A new unit member will receive an initial fiscal year uniform allowance equal to 1/12 of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first 60 days of employment.
  - D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.
  - E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 2 months or longer, shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.
  - F.
    1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
TRU***	\$320
Detectives*	\$320
Bike Officers**	\$320
Honor Guard	\$320
<b>SAU Negotiators</b>	<b>\$320</b>
<b>Drone Pilots</b>	<b>\$320</b>

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

\*\* Bicycles will be furnished by the City. To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

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

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
Detectives	\$320
TRU***	\$320
Bike Officers**	\$320
Honor Guard	\$320

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

\*\* To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper notice of schedule change will occur of the shift is outside of the unit members normal work hours.

\*\*\* TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000.
2. At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.
3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above \$1,000 reimbursement every 5 years.

H.

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

Business Suit	\$250
Business Dress	\$100
Sport Coat	\$150
Dress Shirt	\$50
Dress Trousers	\$75
Dress Skirt	\$75
All Shoes	\$100
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	\$100
Glasses and contacts RX	ALL
Sunglasses -non-RX	\$80
Watches	\$80
Jewelry	\$75
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	\$100
Ballistic Vest	ALL
Service Weapon and (up to cost of City weapon) authorized attached accessories	



2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
  3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
  4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.
- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
  - J. Upon retirement, with Chief approval, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for \$1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for \$1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.
  - K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:
    1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for \$1.00.
    2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.
  - L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:
    - Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of \$500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

### **Section 5-10: Reimbursement for Education Expenses**

- A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
1. For the 2021-2023 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
  2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations.
  3. Unit members shall be allowed to use up to \$500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

### **Section 5-11: Leave of Absence**

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

### **Section 5-12: Workers' Compensation**

- A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.

- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

## **ARTICLE 6: Miscellaneous**

### **Section 6-1: Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.
- C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

### **Section 6-2: Copies of Memorandum**

Within 60 days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

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

- A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B. The Association recognizes the powers, duties and responsibilities of the Police Chief as set forth in the Charter and Ordinances and that pursuant thereto the Police Chief has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.
- C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Police Chief, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

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

- A. Within 60 days from the date this Memorandum is adopted by the City Council, the Department shall provide electronic copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible.
- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

### **Section 6-5: Physical Fitness**

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

To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.

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

- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":
- Must adhere to Operations Order 4.1 (Meals and Breaks);
  - Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
  - Adhere to Operations Order 3.7 (Industrial Injuries);
  - Must limit their activity to Strength Training/Cardio Training;
  - May not work out on their "Code 7" during overtime shifts; and,
  - May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

#### **Section 6-6: Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2023**, up to the beginning of the first regular pay period commencing in July **2024**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.
- C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ of May, 2023.

\_\_\_\_\_  
Darrell Kriplean, President, Phoenix Law Enforcement Association (PLEA)

\_\_\_\_\_  
Jason Perkiser, Assistant Human Resources Director/Labor Relations, City of Phoenix

\_\_\_\_\_  
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Phoenix

**PLEA Team:**

Darrell Kriplean, President  
Yvette Bro, Vice-President  
John Maxwell  
Michael Thomas  
Santos Robles  
Justin Hernandez  
Dan Grant

**City of Phoenix Team:**

Jason Perkiser, Assistant HR Director, Labor Relations  
Charmane Osborn, Assistant Police Chief  
Sean Kennedy, Assistant Police Chief  
Dennis Orender, Commander  
Warren Brewer, Commander  
Tobin Daily, Public Safety HR Liaison  
Mark Bizik, Management Assistant II  
Danielle Vermeer, Management Intern (Scribe)

## **ATTACHMENT A**

### **DRUG TESTING**

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

**DRAFT**

# ATTACHMENT B

## RETIREE HEALTH CONTRIBUTION

### City of Phoenix

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

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

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

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

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

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



# ATTACHMENT C

## Unit 4 – Police Officers WAGES

### Police Officer, Job Code 62210

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1			
2			
3			
4			
5			
6			
7			
8			
9			

### Police Officer\*Pilot, Job Code 62211

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	STEP
1			

### Police Officer\*Rescue Pilot, Job Code 62212

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	STEP
1			

### Police Officer\*Flight Instr, Job Code 62213

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	STEP
1			

### Police Officer\*Chief Pilot, Job Code 62214

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	STEP
1			



**Public Comment on Proposed MOU Between City of Phoenix and International Association of Fire Fighters, IAFF Local 493 (Unit 5)**

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the International Association of Fire Fighters, IAFF Local 493 (Unit 5).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**CITY OF PHOENIX**

**AND**

**PHOENIX FIRE FIGHTERS ASSOCIATION**

**LOCAL 493**

**REPRESENTING UNIT 5 EMPLOYEES**

**DRAFT**

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## **PREAMBLE**

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit, and,

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

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

## **Article 1: Rights**

### **Section 1-1. Gender**

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

### **Section 1-2. City and Department Rights**

- A. The Union recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire Department's service delivery activities are conducted, managed, and administered, and the Union recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.
- B. The City and the Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City subject to the express terms of this Memorandum.
- C. It is understood by the parties that every incidental duty connected with operations

enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

- D. The Chief and City Manager reserve the right to discipline or terminate employees for just cause subject to Civil Service procedures.
- E. The City and the Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.
- F. The City and Chief shall have the right to transfer employees within the Department in a manner most advantageous to the City subject to the express terms of this Memorandum.
- G. Except as otherwise specifically provided in the Memorandum, the City and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.
- H. The City shall have the authority to effect reorganizations of the Department. However, any such reorganization shall be discussed by the Labor-Management Committee prior to implementation.
- I. The Union recognizes that the city has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.
- K. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3032 or to diminish the provisions of the Civil Service Rules.

### **Section 1-3. Rights of the Union**

- A. The Union, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter's Unit as certified by the Phoenix Employment Relations Board on July 29, 1976.
- B. The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the City and its citizens. Accordingly, the City and the Union have negotiated various rights for unit employees as set forth in this MOU, in exchange for services to the City and in lieu of increased compensation. These bargained-for rights will promote and improve enhanced

service delivery models and public safety, along with other tangible benefits to the City's residents.

- C. The Phoenix City Council has determined, and Unit 5 agrees, there are specific activities that confer a public benefit; a dual public/private purpose or an exclusively public purpose, for which up to 2 Unit 5 (IAFF) members may be released and will perform these duties under City Business.
- D. The City's Labor Relations Administrator or authorized designee will be responsible for coordinating the City Business Time. The Labor Relations Administrator shall work directly with Unit 5 in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The two Unit 5 members identified in Subsection B shall submit reports each pay period to the Labor Relations Administrator documenting the City Business and any leave (e.g., donated leave, vacation leave, sick leave, etc.) used during that pay period. The City has the right to audit time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of Unit 5 or the City. The audit may result in Unit 5 reimbursing the City, by submitting Union Release hours, donated leave, personal leave, or monetary payment from the Union, for activity not deemed City Business under this Agreement.
- E. City Business Time

The City has determined there are activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which members of Unit 5 should be released from their official duties to perform. Unit 5 acknowledges its members will receive City Business time for the time spent performing the following activities:

1. Authorized Employees will attend trainings that have been authorized in advance by Administration.
2. Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
3. In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.
4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of providing healthcare and the use of sick time, Authorized Employees will assist

bargaining members with understanding coordination of benefits.

5. In order to ensure City resources are well coordinated, upon the direction of the City and consent of IAFF, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
6. Participate in Department-authorized or City-sponsored authorized community projects and events.
7. Represent employees involved in critical incidents at the time of incident (e.g., personal injury related).
8. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, at management's request Authorized Employees will assist bargaining unit members/employees and management in matters related to employer/employee relations.
9. Legislative, lobbying or political activities with the approval of the City Manager or authorized designee.

F. Activities not eligible for City Business Time

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member/employee in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

G. Requests for City Business Time



1. A union member who wishes to use City Business time must submit a written request (*e-mail will suffice*) as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

H. Union Representatives

1. The Union may designate **one (1) 493 Executive Director, three (3) 493 Directors, and four (4) Union Representatives to represent members of our unit when appropriate. The Phoenix Chapter President** shall notify the Fire Chief of **these** designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.
  2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.
- I. Union members may be authorized in advance in writing to engage in Union related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.
- J. There shall be no use of official time for Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.
- K. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. **The City will also provide a monthly list of employees added that month to Unit 5.**

- L. The City shall, in conformity with Ordinance G-3303, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.
- M. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.
- N. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.
- O. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, employee benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.
- P. The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community. This time will be allotted sometime during the last 4 weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. City business time will be available for this purpose.

## **Q. Seniority**

1. The City shall provide the Association with a list of unit members/employees showing each unit member's/employee's City employment date and class employment date.
2. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
3. Seniority will be applied in conjunction with City of Phoenix Personnel Rule 14.
4. The Department will also post an annual seniority list (beginning of the fiscal year) on the Department's internal webpage. In addition, new promotional lists for Fire Engineer and Fire Captain will be posted on the internal webpage after they are certified and finalized by City HR.

## **Section 1-4. Rights of Unit Employees**

- A. All employees have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit member/employee."
- B. Union employees have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
- C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 shall not be interpreted or applied as requiring the employer 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- D. The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)		<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

**Sustained** discipline of **40-hour** suspension or **greater** of the following **types**:

- The employee has been abusive or threatening in **attitude**, language, or conduct towards fellow employees, **customers of the City, or the public**.
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- **The** employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite<sup>1</sup>, **unless such employee is a police officer**.  
**<sup>1</sup>(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).**
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.

- **The employee's actions meet the elements of a felony.**
  - The employee committed an act of dishonesty.
- E. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with a member/employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.
1. The City may, at its discretion, either conduct investigatory interviews with members/employees or issue members/employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put members/employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
  2. If the City elects to issue written questions to the member/employee, the following shall apply:
    - a. If an NOI is being issued and there is no active questioning, representation is not required. Members/employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
    - b. The member/employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
  3. If the City elects to conduct an investigatory interview, the following shall apply:
    - a. Prior to the member/employee being interviewed, the member/employee shall be advised of their right to a representative.
    - b. The NOI form will be issued at the meeting.
    - c. The union representative may assist and consult with the member/employee, attempt to clarify the facts or questions asked, and suggest other members/employees or witnesses who may have

knowledge of the underlying issues. The union representative cannot speak on behalf of the member/employee or impede the progress of the interview.

- d. The member/employee or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.
  - e. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the member/employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The member/employee will be given the opportunity to clarify their answer after the caucus.
  - f. All parties may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  - g. Prior to the conclusion of the meeting, the member/employee or representative shall have the opportunity to make a closing statement.
  - h. If the department requires a written statement at an investigatory meeting, the member/employee will be compensated up to one hour of City time to write the statement. Additional time may be granted at the discretion of the department and will not be withheld arbitrarily.
  - i. The member/employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
  - j. Except for emergency situations, the unit members/employees shall have a minimum of 48 hours to arrange for union representation when the member/employee is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. A member/employee may waive the 48-hour time requirement if the member/employee is not opting for representation.
4. Regardless of whether the City elects to interview the member/employee, or issue written questions, the following shall apply:

- a. The member/employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the member/employee's family, the member/employee's attorney, the investigator, or chain-of-command.
  - b. The member/employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
  - c. The member/employee shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
  - d. A unit member/employee shall receive a copy of any statement that they are asked to sign.
  - e. Every 60 days, a unit member/employee under investigation or their designated representative may request a status update. At management's discretion, the status will be provided either verbally or in writing.
5. Miscellaneous
- a. A unit member/employee identified solely as a witness will not be prevented from contacting the union (association) on their own time to consult with a union (association) representative prior to their interview.
  - b. No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.
6. Unit members/employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
7. A member/employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the member/employee.

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

#### F. Member Discipline

Any member receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members shall be equal to 8 hours for one work day. Discipline for 56-hour members shall be equal to 11.2 hours for one work day. Any discipline exceeding one day will be increased proportional to the hours outlined in this section.

### **Section 1-5. Prohibition of Strikes and Lockouts**

- A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any employees of the bargaining Unit during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. The provisions of Section 2 (17) and section (13) of Ordinance G-1532, are incorporated into this Memorandum.

## **Article 2: Grievance/Arbitration/Labor Management**

### **Section 2-1. Grievance Procedures**



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

A. Informal Resolution

1. As a matter of good labor-management relations the parties encourage unit members/employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit member/employee may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member/employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

## 2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

## 3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

## 4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager’s Office designated by the City Manager.

2 Members – Mutually agreed upon by City Manager’s Office and Local 493.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
  - i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
  - ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
  - iii. The arbitrator shall be bound by applicable State and City law.
  - iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.
- c. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

#### D. Time Limits

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

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. Group Grievance

When more than one unit member/employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member/employee that is a party Grievant must be named and must sign such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

## **Section 2-2. The RBO / Labor-Management Process**

- A. The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include; implementation of major department programs and/or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over the course of the year that follows.
- B. The RBO Committee shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of a Correlating Team. The Correlating Team includes the following representatives

from Labor and Management: the Fire Chief and Executive Staff (Assistant Fire Chiefs) and the Union President and Labor Executives. For each initiative mutually identified in the RBO process, a Committee is established consisting of representatives from labor and management and facilitated by co-chairs. Sub-committees are further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

- C. There shall be a Fire Labor-Management Committee consisting of the Fire Chief and Union President. The Fire Labor-Management Committee provides oversight for the entire RBO / Labor-Management Process.
- D. A standing agenda will be developed. The members shall, in advance of a meeting, provide the co-chairs with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.
- E. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- F. The Sub-Committees may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.
- G. The Sub-Committees may, if they deem proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- H. Employees who are designated by the Fire Labor-Management Committee as RBO/Labor Management Coordinators will be eligible for compensation from a bank of 2,112 hours. These individuals, limited to no more than 11 employees, will work with management on the priorities determined through the RBO (Relationships by Objectives) process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- I. It is understood by the parties that the benefits granted by Section 2-2 of Article 2 shall not be interpreted or applied as requiring the employer 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- J. The City will provide the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the Phoenix Fire Department and will work at the direction of the Fire Labor-Management Committee. The selection process for this position shall be determined by the Fire Labor-Management Committee.

- K. In the interest of encouraging member total wellness and providing customer service delivery, the City of Phoenix Fire Department and Phoenix Fire Fighters Association Local 493 will develop a drug testing policy through the Fire Labor/Management process. The drug testing program will be administered and managed by the Fire Department.

### **Section 2-3. Productivity Discussions**

- A. Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of Phoenix, the City, Fire Department, and Union, pledge to continue to work towards increasing the productivity of the Phoenix Fire Department. In a continuing commitment towards increased productivity, the joint Labor-Management Productivity Committee shall meet on a regular basis during the term of the M.O.U. to discuss the development of structured productivity programs within the Phoenix Fire Department.
- B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to Ordinance G-3303.
- C. It is understood by the parties that the benefits granted by Section 2-3 of Article 2 shall not be interpreted or applied as requiring the employer 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

## **Article 3: Compensation/Wages**

### **Section 3-1. Wages**

- A. **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid out as follows:**
  - 1. A **0.82%** base wage increase effective the first full pay period in July **2023**.
  - 2. A **\$5.00/hr. "Nightwork Pay"** (see Section 3-1.J)
  - 3. **An increase in the monthly contribution to the Employee Benefit Trust Fund** (see Section 5-10)
  - 4. **An expansion of the Tuition Assistance Program benefit** (see Section 5-7).

- B. **Additionally, Unit 5 employees will receive a non-continuous payment of \$3,979.00 for each Unit 5 employee to be paid out on the first full pay period in August of 2023.**
- C. **The City will complete a classification and compensation study before December 31, 2023.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- D. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists **team**, and the ARFF program **team**, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive **Special Ops Team** pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive **Bi-Tech Team** pay, which is the sum of HMT & TRT Special Ops Team pay combined.

An employee who is awarded a position **on a team in this section** shall receive their **Team Pay** no later than 6 months, if the Fire Department has not offered the employee a training spot in the required entry level Special Operations course within 6 months of **accepting their team position**.

If Employees who are required to obtain dual technician certification (C957 Captains and employees assigned to heavy rescue squads) do not have either **team pay** and **employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their assignment**, they will receive **team** pay for one of the two disciplines. If the employee has one technical certification in good standing and is receiving **team** pay, the member will receive assignment pay for the second discipline if the **employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their team position**.

- E. Effective July 14, 2008, employees who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.
- F. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, corresponding years of service and monthly salaries, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial and

light duty assignments, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

- G. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to 10% assignment pay if such assignment is to exceed 2 consecutive pay periods, and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized 40 hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. Employees assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph E, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.
- H. Employees assigned to any 40 hour staff positions shall receive 2 8 hour or 10 hour professional development days per year depending on their schedule. The employee shall decide the days and areas of development. These days shall be assigned through the vacation signup process. No employee shall receive these days in addition to the full amount of Local 493 days.
- I. The Fire Department's 21-day pay schedule normally begins on **C-shift** Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule. **The following is the schedule that will be utilized for the coming leap year in 2024:**
- Friday, February **16, 2024 (C-Shift Works)**
  - Saturday, February **17, 2024 (A-Shift Works)**
  - Sunday, February **18, 2024 (B-Shift Works)**
  - Monday, February **19, 2024 (C-Shift would normally be scheduled, however, C-Shift will be converted to A-Shift to coincide with the 21-day pay schedule and resume the normal ABC shift rotation)**
  - Tuesday, February **20, 2024 (B-Shift Works)**
  - Wednesday, February **21, 2024 (C-Shift Works)**
- J. **Effective the first full pay period in July 2023, Unit 5 employees shall be paid Nightwork Pay of \$5.00 per hour on all hours actually worked between 2200**



hours and 0600 hours. No employee shall receive the hourly Nightwork Pay while on paid leave.

Nightwork Pay must be accounted for in base wage computations for the purposes of any and all classification and compensation studies and comparisons.

The parties agree to evaluate this program during the term of the 2023-24 M.O.U.

### Section 3-2. Productivity Enhancement Pay

- A. In recognition of the significant increase in service delivery and cost savings to the City of Phoenix by the employees of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for employees:
1. In **November** of each calendar year and June of each calendar year, employees who have completed at least 7 years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid \$80.00, pro-rated and included each pay period in the qualifying unit member's/employee's regular pay check throughout the year, for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$2,000.00, annual maximum of \$4,000.00 at 30 years.
  2. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
  3. Adjustments to payments will be made as soon as possible but no later than 30 days of the qualifying date.
- B. An employee must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.
- C. An employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.

### Section 3-3. Overtime

- A. Employees who are assigned to be and are on duty beyond their scheduled work

shift shall be compensated for such assigned overtime work at 1 ½) times their regular rate, 56 hours or 40 hours, after the first 7 minutes of assigned and worked overtime calculated to the nearest 1/4 hour.

- B. Employees shall have the option of being paid in cash for overtime, or allow the overtime to accrue as compensatory time up to a maximum of 168 hours for employees working a 56 hour schedule, or 120 hours for employees working a 40 hour schedule.
- C. Overtime compensation shall not be paid twice for the same hours worked.
- D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- E. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- F. The provisions of Section 3-2 of Article 3 shall not apply where an employee is assigned out-of-class to a non-Unit position.
- G. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.
- H. Fire department “peak time” rescues will only be staffed by employees on an overtime basis. This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of the full time rescues was incented by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation.

#### **Section 3-4. Call Out Pay**

- A. Call out time shall be at a minimum of 3 hours at 1 ½ times the employee’s regular rate of pay, 56 hours or 40 hours depending on assignment, after the first 7 minutes calculated to the nearest 1/4 hour. If a unit member/employee leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.

- B. The provisions of this Section shall not apply where an employee is assigned out-of-class to a non-Unit position.

### **Section 3-5. Out-of-Class Pay**

Pursuant to A.R. 2.201, 16 hours of out-of-class work on a shift for employees will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than 16 hours.

In order to qualify to be eligible to receive out-of-class assignment pay, employees must complete 8 shifts of out-of-class assignment (16 hour minimum to constitute a full shift). As an alternative for qualifying only, 192 hours of out-of-class assignment shall satisfy the minimum qualifications required to become eligible for out-of-class pay. For the purpose of the 192 hour qualifier, out-of-class hours must be in increments of no less than 7 hours.

Employees on a 40 hour schedule will complete 11 shifts, 6 hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

### **Section 3-6. Sick Leave Conversion at Retirement**

The following benefit will apply:

#### **A. Definitions**

1. "Qualifying Hours" - The minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before an employee can participate in the benefit program.
2. "Base Number of Hours" or "Base Hours" - The number of hours of accrued and unused sick leave credits which are uncompensated under Section 3-4 of Article 4 which the City will compensate the employee.
3. "Base Hourly Rate" - The base hourly rate of pay being paid at the time of retirement to the retiring employee who qualifies for participation in the benefit program.

#### **B. Benefit and Eligibility**

1. An employee that has between 1 – 1,259 hours of sick leave remaining in their sick leave bank at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base wage for 50% of their hours.

2. An employee who has accumulated a minimum of 1,260 qualifying hours or more of accrued and unused sick leave at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 65% of their sick hours.
3. An employee who has accumulated a minimum of 1,800 qualifying hours or more of accrued and unused sick leave at the time of retirement, or 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 80% of their sick hours.
4. An employee who has accumulated a minimum of 2,400 hours, or the 40 hour equivalent, or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 100% of his/her base hourly wage for all hours.
5. Effective July 1, 2014, and thereafter, an employee who has accrued at least 1286 hours for 56 hour members, or 919 hours for 40 hour employees, of unused sick leave may elect to have 168 hours for a 56 hour unit member/employee, or 120 hours for a 40 hour unit member/employee paid out in a lump sum. Any unit member/employee may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the employee's eligibility and the amount of accrued and unused sick leave to be compensated.
2. The employee shall verify in writing the computation of the Employee Benefits Division.
3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

### **Section 3-7. Deferred Compensation and Defined Contribution Plans**

- A. The City shall contribute an amount equal to 4.42% of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the City and the employee on the contributions.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

### **Section 3-8. Non-Direct Payment of Compensation or Benefits**

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member/employee have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, member donated release time, etc.

## **Article 4. Hours of Work/Working Conditions**

### **Section 4-1. Hours of Work**

- A. The duty hours for employees assigned to Operations or Emergency Services, excluding 40 hour staff assignments, shall continue to average 56 hours per week. Shifts shall continue to be 24 hours in duration.
- B. The work hours and schedule of employees assigned to an administrative staff assignment (Non-Operations/56-hour schedule) shall be 5 8 hour days (excluding authorized meal breaks), or 4 10 hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.
- C. The work hours and schedule of employees assigned to the Fire Investigations Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees will be

assigned to one of two 40-hour schedules that may include a 4/10 or a modified A, B, C shift schedule. All schedules will equal a 40-hour work week. All Fire Investigators, regardless of schedule will be paid overtime at the 40-hour rate.

Fire Investigation employees assigned to the modified shift schedule will be required to work on City paid holidays when their regular schedule shift occurs on that day. Those employees required to work on a City holiday as a result of the shift schedule will receive pay in lieu of time off. The Fire Department shall continue its long-standing practice of using sworn Fire Captains as Fire Investigators.

The Fire Department will attempt to maintain staffing levels of the Investigations Section, in order to provide for investigatory needs of the Department. Any future proposed staffing level recommendations will be discussed through the labor/management process. A maximum of one vacation shift will be allowed per shift for those employees assigned to the modified A, B, C shift schedule, unless pre-approved by department head or designee.

- D. When an employee is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of 16 hours between tours of duty.
- E. The work week for employees on a 56 hour schedule shall be 53 hours. Employees will continue to work the existing 56 hour schedule. Employees working the existing 56 hour schedule will be compensated as follows:
  - 1. The first 53 hours will be paid at the base 56 hour rate.
  - 2. The 54th hour will be paid at 1 ½ times the regular hourly rate.
  - 3. The 55th and 56th hours will be paid at 2 times the base 56 hour rate.
- F. Employees attending a Department Sponsored Training Programs or courses may be placed on one of two optional training schedules, based upon Operational, Training, and budgetary considerations:

Schedule 1. Employees may be placed on a 40-hour work week schedule and be entitled to a 10% increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. Employees shall be paid on a 40-hour work week until completion of the respective Training Program. In the event an employee attending the Training Program does not receive their regular Local 493 Days (as per Section 3-1 (I) of this Memorandum of Understanding), any missed Local 493 Days will be re-scheduled prior to the employee's return to the Operations Division.

Schedule 2. Employees may remain on their normal Operations schedule (A, B, or C Shift) and be provided paid Fire Department leave to attend the Training Program

when their training is scheduled on shift. When members are required to attend training on their days off, employees will be compensated at 1 ½ times their regular rate for the hours they are in attendance. Compensation and Local 493 Days will remain the same as any other employee assigned to a 56-hour work week. The decision to utilize Schedule 1 or 2 will be discussed in a labor/management setting.

- G. Each 56 hour unit employee shall receive 4 shifts off per year, referred to in this MOU as Local 493 days. This will allow for an hours reduction without specifying a specific number of hours in this reduction or reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph E, of Article 4. The rotation system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Division. These Local 493 Days shall be awarded based on total seniority as a sworn member of the Fire Department. **Unit 5 employees may submit a request to work a Local 493 day. Management may hire members to work a Local 493 day in the event the constant staffing process is utilized to meet minimum staffing requirements. Employees who work a Local 493 day must work the entire 24-hour shift and shall be compensated at a rate of one and one-half (1½) times their regular rate of compensation, in addition to their regular pay. Employees shall have the option of being paid cash or allow the compensation to accrue as compensatory time as governed by the current MOU.**

#### **Section 4-2. Shift Trades**

Two (2) employees serving in the same classification may be granted the opportunity to exchange shifts up to a maximum of 45 such exchanges per employee in a contract year. Shift exchanges shall not qualify an employee for premium overtime payment and cannot be repaid in any other form of compensation. All employees seeking shift exchanges (AWRs) must be current with all certifications and required training before being approved for the exchange. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

#### **Section 4-3. Filling Vacancies**

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new

regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

## Article 5. Benefits

### Section 5-1. Health Insurance

- A. The City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease in the second year of this M.O.U., the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.
- C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 at no less than \$202.00 per month. The City also contributes an additional \$50 toward City retiree family medical coverage; this credit is applied directly to the retiree's premium deduction. Any employee hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.
- D. Additional MERP amounts will be paid to eligible retirees for the following categories:

<b>RETIREE COVERAGE – RETIREE NOT ON MEDICARE</b>			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$105	\$325	\$210

<b>RETIREE COVERAGE – RETIREE ON MEDICARE</b>			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare



HMO OR PPO COVERAGE	\$90	\$195	\$185
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These MERP amounts are what the City agrees to pay. It is solely at the discretion of the City Manager to increase these amounts in the future.

- E. No more than one time per calendar year, the City will provide Unit 5 mutually agreed upon healthcare data within a reasonable time, once requested.**

**Section 5-2. Dental Insurance**

- A. The dental insurance plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500.00 per person, maximum lifetime benefit increases to \$4,000.00 per person effective August 1, 2003. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.
- B. In the event Congress or the State of Arizona passes legislation that considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

**Section 5-3. Life Insurance**

- A. The City will continue the existing off the job and on-the job life and dismemberment insurance coverage. The policy shall provide a benefit for each employee equal to the member's base annual salary. In addition, the City will continue the existing death in the line of duty insurance of \$75,000.00. Additionally, the City will provide to each employee a \$200,000.00 death benefit covering the employee's commutation to and from his City work location. This policy will cover the employee's commute for up to 2 hours before his shift begins, and 2 hours after his shift concludes.
- B. In the event of the death of an employee while commuting to or from his work location, for a period of 2 hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the payment of a supplementary commutation life insurance policy for each employee.

## **Section 5-4. Long Term Disability Insurance**

The City will offer a long-term disability benefit for all full-time, regular unit members/employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

## **Section 5-5. Holidays, Vacations, and Donated Vacation Leave**

### **A. Bank of Donated Leave**

1. Each unit member/employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number of hours as noted in Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member/employee. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave. By filling out and submitting a voluntary donation form, each unit member/employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.
2. The total hours donated by the members of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section 5-5.
3. The maximum number of hours that may be donated by any Unit member is 100 hours per fiscal year.
4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.

5. No union member may use more than 120 hours of donated time during any one pay period.
  6. Donated time does count towards hours worked for overtime purposes.
  7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members/employees in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation, or any other purpose authorized by the President or Executive Board.
- B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:
1. New Year's Day
  2. Martin Luther King's Birthday
  3. President's Day
  4. Cesar Chavez Birthday (March 31)
  5. Memorial Day
  6. **Juneteenth Day**
  7. Independence Day
  8. Labor Day
  9. Veteran's Day
  10. Thanksgiving Day
  11. Friday after Thanksgiving
  12. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
  13. Christmas Day
- Employees working a 56 hour schedule shall receive 12 hours pay or compensatory time each holiday.
- C. Employees will continue to receive holiday pay while on industrial leave.
- D. Effective January 1, 1987, vacation accrual for employees with less than 5 years shall be increased to 11.2 hours per month, or the 40 hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.

- E. Employees covered by this M.O.U. shall be permitted to sell back up to 80 hours total per M.O.U. year of accrued vacation leave to the City at the employee's regular straight-time hourly rate. This benefit shall not exceed a total of 80 hours and may be used as follows: 40 hours on the last pay period in November and/or May of each M.O.U. year. Employees will only be permitted to sell back an amount of accrued vacation hours that would not result in their total bank of hours to drop below 150 or 210 hours, depending upon the work schedule.
- F. Effective July 1, 2014, and thereafter, an employee who has accrued at least 312 hours, or 223 hours for 40 hour employees, may elect to have 252 hours of vacation for a 56 hour unit member/employee or 180 hours of vacation for a 40 hour unit member/employee paid out in a lump sum or converted into their comp bank. Any unit member/employee may only elect to exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
- G. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all of their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 12 months of donated time.
- H. Employees who have less than 40 hours vacation may buy up to 120 hours personal leave. The cost of the personal leave shall be 110% of the employee's base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the employee's pension or any other benefits.
- I. On the second paycheck in July 2019, and every year thereafter, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.
- J. **Military Leave**

Pursuant to ARS 26-168, ARS 38-610, and A.R. 2.39, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days in two consecutive years when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or armory drills under orders of any branch, including the reserve or auxiliary. A day is defined as a shift of work.

## Section 5-6. Uniforms

- A. In lieu of the \$135.00 per employee per year amount which was previously paid by the City to the Fire Department for additional uniform items, employees will now receive an equivalent annual uniform allowance amount of \$129.75. Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.
- B. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform. The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- 3 long sleeve red shirts
- 3 short sleeve red shirts  
(Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- 3 pair of blue fatigue pants
- 5 blue physical training (PT) shorts
- 1 pair of blue sweatpants
- 1 red sweatshirt (seasonally dependent)
- 1 belt
- 1 pair of OSHA/ANSI approved work boots; and,
- All necessary PPE's required to participate in Fire Academy functions.

The Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie
- 1 approved Class A belt
- 1 approved Class A pair of shoes
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Additionally, any Captain RTO (Recruit Training Officer) or Firefighter Mentor (Firefighter or Engineer) assigned to the Recruit Training Academy will be provided a full Class A uniform (one time purchase) if the member has not already purchased one.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a “one time only” purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new uniform language outlined above.

- C. Employees who leave Department employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that employees who retire after August 31 will not be requested to repay any uniform allowance.
- D. An employee who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.

### **Section 5-7. Tuition Reimbursement**

- A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  1. The maximum sum reimbursable to employees each fiscal year shall be \$6,500.

2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.
3. **Unit members shall be allowed to use up to \$1000.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.**

### **Section 5-8. Wellness, Health and Fitness**

- A. For each employee, the City of Phoenix shall contribute \$2.00 per month to a fitness fund to maintain and purchase fitness equipment for fire stations which has been charged against Unit 5's contract. The Fire Department will also contribute \$2.00 each month per member to the fitness fund. The fund will be maintained by the City and Fire Administration. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel.
- B. The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services, and fire fighter's funerals. Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. **In order to help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the City will contribute twenty-five thousand dollars (\$25,000.00) into a fund for each M.O.U. year. The President of the Union or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.**

### **Section 5-9. Worker's Compensation**

- A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the (2 physicians shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive 66-2/3% based on current state law and the current maximum monthly rate allowed. If an employee receives 66-2/3%, he/she may use

sick leave, vacation, or compensatory time to make up the difference between 66-2/3% and 100%.

- C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

#### **Section 5-10. Employee Benefit Trust Fund**

- A. Effective July 1, 2023, the **existence of the Employee Benefit Trust Fund is continued for the term of this Memorandum of Understanding**. The City will contribute \$68 per employee, per month, (\$31.385 per pay period) into the **Fund** for the purpose of providing a monthly stipend to retirees to apply to the costs of their health and/or dental insurance, **a funeral expense benefit for employees and retirees, and such other benefits as may be lawfully provided, as determined in the discretion of the Trustees**. The City's contribution will be matched by a \$29 per pay period to the same fund **made** by each employee.
- B. The **Trust Fund** shall be managed and administered by a **Board of five (5) Trustees** selected as follows:
  - 1. Two (2) **Trustees** shall be appointed by the City Manager;
  - 2. Two (2) **Trustees** shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
  - 3. One (1) **Trustee**, who shall serve as **Chairperson**, shall be selected by the **four (4) appointed Trustees** specified above.
- C. The **Trust Fund** shall be invested in prudent, protected investments in compliance with applicable law. The **Trustees** may seek such outside, **independent** advice and consultation as they **shall** deem appropriate.
- D. The Fund **Trustees** may adopt such rules and regulations **for their Plan of Benefits** as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments **thereto**, must be specifically approved by the City Manager and the **Union** before they can become effective.



- E. Sums contributed to the **Trust Fund** shall be **tracked with each employee being assigned a notional account which records the contributions made by such employee. All amounts in the Fund, together with any earnings thereon, shall be available for distribution as specified in the rules and regulations of the Plan of Benefits adopted by the Trustees. The Trustees shall have authority, consistent with their duties as Trustees, to amend the Plan of Benefits from time to time, including the authority to reduce or suspend benefit levels if required by the level of funding available. In no event will any benefit specified at any time in the Plan of Benefits be considered non-forfeitable. Benefits may be insured by a contract of insurance, but there is no liability upon the City, the Union or the Board of Trustees or its constituent members to provide benefit payments over and beyond the amounts in the Fund collected and available for such purpose.**
- F. Any **Fund** participant who separates from the bargaining **Unit** prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her **or her** contributions to the **Fund**, plus interest based on the average annual interest earned by the **Fund**, but shall receive no other benefits and have no other claim on the **Fund**. **Notwithstanding the foregoing, the Trustees may: (1) permit participants who promote out of the Unit to continue participation until retirement; and (2) permit participants who have severed employment to be reinstated in the Fund; either upon such terms and conditions as the Trustees may require.**
- G. Upon the death of any employee or retiree, the **Fund** will provide a **benefit** to assist with funeral expenses in an amount **to be determined by the Trustees. The Fund Trustees may determine to provide to a surviving spouse of a deceased employee or retiree a monthly stipend for application to the cost of their health/dental insurance.**
- H. **The Trustees shall prepare a booklet describing the Plan of Benefits for circulation to employees and retirees, and shall prepare and circulate, in like manner, a summary of any modifications made to the Plan of Benefits during the term of this Memorandum of Understanding.**
- I. If the **Trust Fund** is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to **the Fund**. Such distribution shall be pro rata based **on the amount of the contribution of such individuals to the Fund less any disbursements they have received under the Plan of Benefits.**
- J. Payments to retirees from the **Trust Fund** shall be in addition to current City contributions to retiree health insurance premiums.

## Article 6. Miscellaneous

### Section 6-1. Saving Clause

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby. In the event the decision of the court in *Cheatham, et al v. Gordon*, is stayed, reversed, vacated or otherwise not given effect in whole or in part, by any court, then the City agrees to meet and confer within 30 days of said ruling with Unit 5 to resolve any additional issues resulting from the ruling of the court. The basis for negotiations will be the document dated April 13, 2014, Proposed Unit 5 Addendum.
- B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this M.O.U., and that this M.O.U. shall be administered in compliance with the FLSA for so long as the Act is applicable.
- C. Nothing contained in the Memorandum shall preclude the parties from being in compliance with the requirements of the Americans with Disabilities Act.

### Section 6-2. Printing of M.O.U.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended. Printing of the M.O.U. shall be done by a Union printer only.

### Section 6-3. Fire Watch

- A. Whenever a Fire Department employee is required by the Fire Marshal or requested by a private party, to perform a fire watch, standby, or other associated duties for Fire Code compliance, such opportunities shall first be offered to Unit members/employees. Such work shall be offered to those members that are suitably qualified and who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire Chief after consultation with the Union. In the event that no employee accepts such work, or in case of emergency, such work shall be offered to qualified non-Unit employees. It is understood that the rate of payment shall be at 1 ½ times the employee's base 40 hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at 1 ½ times the non-Unit employee's base 40 hour rate. For purposes of Section 6-3, Article 6 only, the terms

"qualified" is defined as follows:

1. "Qualified" shall mean any employee of the Fire Department who is familiar with the Fire Code and has successfully completed the Fire Watch training program provided by the Department.
2. "Emergency" shall mean any fire watch situation that cannot be pre-scheduled.

#### **Section 6-4. Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2023**, up to the beginning of the first regular pay period commencing in July **2024**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. Throughout the term of this Memorandum, the City and the union may jointly decide to participate in Labor-Management meetings to discuss items of mutual interest on an as-needed basis.
- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council or the City Manager.

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ of May, 2023

\_\_\_\_\_  
Bryan Willingham, President, Phoenix Fire Fighters Association Local 493

\_\_\_\_\_  
Jason Perkiser, Assistant Human Resources Director

\_\_\_\_\_  
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Phoenix

Local 493 Team:

Bryan Willingham, President  
Ben Lindquist  
Ed Beuerlein  
Tim West  
Eric Kalkbrenner  
Tim Gammage Jr.  
Gabe Orosco  
Scott Crowley  
Brian Moore

City of Phoenix Team:

Jason Perkiser, Assistant HR Director  
Mark Gonzales, Assistant Fire Chief  
Tim Gammage, Battalion Chief  
Mike Molitor, Deputy Chief  
Chris Healey, Deputy Chief  
Brianna Aceves, Admin. Assistant II  
Jennifer Flaherty, Secretary, (Scribe)

**ATTACHMENT A  
HOURLY PAY RATES**

HOURLY PAY RATES

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Upon Graduation from Academy	1		1	
6 Months After Graduation from Academy	2		2	
1 ½ Years After Graduation from Academy	3		3	
2 ½ Years After Graduation from Academy	4		4	
3 ½ Years After Graduation from Academy	5		5	
4 ½ Years After Graduation from Academy	6		6	
5 ½ Years After Graduation from Academy	7		7	
6 ½ Years After Graduation from Academy	8		8	
7½Years After Graduation from Academy	9		9	

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER</u> <u>PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Fire Fighter upon assignment as a Paramedic	21		21	
Fire Fighter Paramedic after one year	22		22	
Fire Fighter Paramedic after two years	23		23	
Fire Fighter Paramedic after three years	24		24	
Fire Fighter Paramedic after four years	25		25	

<u>FIREFIGHTER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	31		31	
Firefighter at Step 2 upon assignment	32		32	
Firefighter at Step 3 upon assignment	33		33	
Firefighter at Step 4 upon assignment	34		34	
Firefighter at Step 5 upon assignment	35		35	
Firefighter at Step 6 upon assignment	36		36	
Firefighter at Step 7 upon assignment	37		37	
Firefighter at Step 8 upon assignment	38		38	
Firefighter at Step 9 upon assignment	39		39	

		56 HOUR		40 HOUR	
		Effective July 10, 2023		Effective July 10, 2023	
<u>FIREFIGHTER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE	
Firefighter Paramedic at Step 21 upon assignment	51		51		
Firefighter Paramedic at Step 22 upon assignment	52		52		
Firefighter Paramedic at Step 23 upon assignment	53		53		
Firefighter Paramedic at Step 24 upon assignment	54		54		
Firefighter Paramedic at Step 25 upon assignment	55		55		

<u>FIREFIGHTER HMT &amp; TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	61		61	
Firefighter at Step 2 upon assignment	62		62	
Firefighter at Step 3 upon assignment	63		63	
Firefighter at Step 4 upon assignment	64		64	
Firefighter at Step 5 upon assignment	65		65	
Firefighter at Step 6 upon assignment	66		66	
Firefighter at Step 7 upon assignment	67		67	
Firefighter at Step 8 upon assignment	68		68	
Firefighter at Step 9 upon assignment	69		69	

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER HMT &amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter Paramedic at Step 21 upon assignment	81		81	
Firefighter Paramedic at Step 22 upon assignment	82		82	
Firefighter Paramedic at Step 23 upon assignment	83		83	
Firefighter Paramedic at Step 24 upon assignment	84		84	
Firefighter Paramedic at Step 25 upon assignment	85		85	

<u>ENGINEER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon promotion	1		1	
Engineer six months after promotion	2		2	
Engineer one and ½ years after promotion	3		3	

<u>ENGINEER PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	21		21	
Considered for increase on anniversary date	22		22	



		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>ENGINEER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	31		31	
Considered for increase on anniversary date	32		32	

<u>ENGINEER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	51		51	
Considered for increase on anniversary date	52		52	

<u>ENGINEER HMT &amp; TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	61		61	
Considered for increase on anniversary date	62		62	

<u>ENGINEER HMT&amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	81		81	
Considered for increase on anniversary date	82		82	

<u>CAPTAIN</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon promotion	8		8	
Captain after 1 year	9		9	
Captain after 2 years	10		10	

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	21		21	
Considered for increase on anniversary date	22		22	
Considered for increase on anniversary date	23		23	

<u>CAPTAIN SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	31		31	
Considered for increase on anniversary date	32		32	
Considered for increase on anniversary date	33		33	

<u>CAPTAIN SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	51		51	
Considered for increase on anniversary date	52		52	
Considered for increase on anniversary date	53		53	

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN HMT &amp;TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	61		61	
Considered for increase on anniversary date	62		62	
Considered for increase on anniversary date	63		63	

<u>CAPTAIN HMT &amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	81		81	
Considered for increase on anniversary date	82		82	
Considered for increase on anniversary date	83		83	

Progression through these steps shall be in accordance with established regulations and the City's Pay Ordinance. It is understood that any time a member is promoted to another classification or assigned as a firefighter paramedic and is within a pay classification range, the member will proceed to the next higher step upon promotion or assignment.

**ATTACHMENT B  
VACATION CARRYOVER**

With the reinstatement of vacation buy back in FY 2021-2022, vacation carryover will be the established maximum plus 240 hours (or the 56-hour equivalent). In FY 2022-2023, the vacation carryover will be the established maximum plus 160 hours (or the 56-hour equivalent). **In FY 2023-2024, the vacation carryover will be the established maximum plus 120 hours (or the 56-hour equivalent).**

DRAFT



**ACFR, Fed Single Audit and Other Audits - Amendment (Ordinance S-49618)**

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 145008 with Forvis, LLP, to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$3,230,225.

**Summary**

This contract will provide annual audit services by external auditors as required by Phoenix City Charter and Code and other audits, as needed. The extension will provide consistency and continuity in response to changes in Governmental Accounting Standards and the continued need for ongoing accounting of American Rescue Plan Act (ARPA) funding through 2026.

**Contract Term**

Upon approval the contract will be extended through June 30, 2028.

**Financial Impact**

Upon approval of \$3,230,225 in additional funds, the revised aggregate value of the contract will not exceed \$6,540,965. Funds are available in various department budgets.

**Concurrence/Previous Council Action**

The Audit Committee:

- Recommended approval of this item on Jan. 17, 2017.

The City Council previously reviewed this request:

- Financial Audits, 145008, Ordinance S-43235 on Feb. 15, 2017;
- Financial Audits, 145008, Ordinance S-44629-0042 on June 6, 2018;
- Financial Audits, 145008, Ordinance S-44902-0063 on Aug. 29, 2018;
- Financial Audits, 145008, Ordinance S-48373 on March 22, 2022;

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the City Auditor Department.



**Auditing and Consulting Services - MCC180241 - Amendment (Ordinance S-49584)**

Request to authorize the City Manager, or his designee, to allow additional expenditures under Contract 150616 with Eide Bailly LLP; Contract 150617, Berry, Dunn, McNeil & Parker, LLC; Contract 150635, MGT of America Consulting, LLC; Contract 150640, Heinfeld, Meech, & Co.; Contract 150641, REDW, LLC; Contract 150642, Myers and Stauffer LC; and Contract 150660 with Clifton, Larson, Allen, LLP, for the purchase of auditing and consulting services for the Information Technology Services (ITS) Department in support of various Citywide departments. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$300,000.

**Summary**

These contracts will provide external expertise for auditing and consulting services. ITS, in support of maintaining Citywide Payment Card Industry (PCI) compliance, is utilizing an external auditor to obtain a PCI-certified Qualified Security Assessor to perform services required for PCI Data Security Standards (DSS). Compliance with PCI DSS is mandated by the payment card industry in order for the City to process payment card transactions. Services will include, but are not limited to, a report on compliance, a gap analysis, an analysis of the existing PCI structure, and assistance to the City in providing guidance and recommendations on improving current processes.

This item has been reviewed and approved by the Information Technology Services Department.

**Contract Term**

The contract terms remain unchanged, ending on May 31, 2024.

**Financial Impact**

Upon approval of \$300,000 in additional funds, the revised aggregate value of the contracts will not exceed \$1,790,700. The additional funds are needed to continue PCI services while ITS enters into new agreements. Funds are available in the Information Technology Services Department's budget.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Ordinance S-45691 on June 5, 2019;
- Ordinance S-47336 on March 3, 2021;
- Ordinance S-47892 on Aug. 25, 2021; and
- Ordinance S-48836 on July 1, 2022.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



**Public Communication Equipment and Services Contract - COOP 23-053 - Request for Award (Ordinance S-49569)**

Request to authorize the City Manager, or his designee, to enter into a cooperative participating agreement with Motorola Solutions, Inc., to provide citywide public communications equipment under the cooperative established by the State of Arizona under solicitation number ADSPO19-00008376. City Council previously awarded participating agreements to multiple vendors under this cooperative. Motorola Solutions, Inc. was not included at that time as the City was still in negotiations with them. Funds previously authorized by the City Council to vendors under the cooperative may be applied to this agreement and funds requested herein may be applied to the other cooperative participating agreements. Further request to authorize the City Controller to disburse all fund related to this item. These additional expenditures will not exceed \$23,200,000.

**Summary**

This contract will provide public communication equipment, including two-way radios, digital microwave terminals, land mobile radio base station antennas, radio dispatch consoles, microwave antennas, back-up batteries, prefab communications shelter and services to support Information Technology Services Department and departments citywide. Radios for the Fire, Police and Aviation departments are on a replacement cycle, for which this contract will serve as a mechanism to procure radios as needed. Equipment and services purchased under this agreement are critical for public safety communications in the region.

**Procurement Information**

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Alternative Competition. The State of Arizona consolidated various cooperative agreements into one large cooperative contract providing a wide variety of communication equipment and services. Consolidation of these cooperatives decreases contract administration efforts. These agreements were awarded through a competitive process consistent with the City's procurement processes as set forth by Phoenix City Code Chapter 43. Utilization of the State cooperative allows the City to benefit from statewide government pricing and volume



discounts than what would otherwise be obtained by an individual entity because of the collective volume of potential purchases by numerous local government entities.

**Contract Term**

The contract will begin on or about April 1, 2023 and expire on May 14, 2026.

**Financial Impact**

Upon approval of the \$23,200,000 in additional funds, the revised aggregate value of the contract will not exceed \$41,752,000. Funding is available in various departments' budgets.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

Authorizing the initial contracts and expenditures, Ordinance S-47466, April 21, 2021.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



**Acceptance of a Quit Claim Deed from Maricopa County for Real Property Along the North Side of Hatcher Road at Carol Avenue (Ordinance S-49568)**

Request for the City Council to accept a quit claim deed from the Maricopa County Board of Supervisors for real property along the north side of Hatcher Road at Carol Avenue; further ordering the ordinance recorded.

**Summary**

The real property, identified by Maricopa County Assessor parcel number 157-21-030H, is approximately 7,172 square feet and is encumbered by a roadway easement. The property was partially improved with the Carol Avenue access road from Hatcher Road, a cul-de-sac, and a public sidewalk. The remainder of the site is a large unimproved landscape median separating the access road and cul-de-sac.

The Water Services Department agreed to accept the property by quit claim deed for a fee of \$300, paid to the county at the time the request for purchase was submitted. Water Services staff plans to improve and maintain the landscape median. The Maricopa County Board of Supervisors held the title to the property in the interest of the State of Arizona under a Treasurer's Deed and conveyed the property to the City by quit claim deed, under Maricopa County recording number 20230061410. There are no additional costs related to this acceptance. The roadway portion of the property will be dedicated via separate recording instrument.

**Location**

Along the north side of Hatcher Road at Carol Avenue.  
Council District: 3

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the Water Services and Finance departments.



**Acceptance and Dedication of Right-of-Way Abandoned by Arizona Department of Transportation Resolution 2023-01-A-001 (Ordinance S-49572)**

Request for the City Council to accept and dedicate to public use right-of-way abandoned by Arizona Department of Transportation Resolution 2023-01-A-001; further ordering the ordinance recorded.

**Summary**

The right-of-way is no longer needed by the Arizona Department of Transportation (ADOT) for state transportation purposes. The City will accept jurisdiction, ownership, and maintenance responsibilities, subject to appurtenant, existing access control, which shall remain intact and under ADOT control. Costs of the additional maintenance are not significant.

A map depicting the right-of-way can be found in Exhibit A to be recorded with the ordinance. The ADOT Resolution was recorded with the Maricopa County Recorder on Jan. 20, 2023, recording number 20230032753.

**Location**

East and west of State Route Loop 202, from 51st to 63rd avenues along Baseline Road, Dobbins Road, Elliot Road and Estrella Drive.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation and Finance departments.



**Acceptance and Dedication of Easements and Deeds for Public Utility, Roadway, Sidewalk and Shared Use Path Purposes (Ordinance S-49603)**

Request for the City Council to accept and dedicate easements and deeds for public utility, roadway, sidewalk and shared use path purposes; further ordering the ordinance recorded.

**Summary**

Accepting the property interests below meets the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Applicant: A Day to Remember LLC, its successor and assigns  
Purpose: Public Utility  
Location: 8035 N. 43rd Ave.  
File: FN 230023  
Council District: 1

Deed (b)

Applicant: Maricopa County Community College District, its successor and assigns  
Purpose: Roadway  
Location: South 59th Avenue and Southern Avenue  
File: FN 220116  
Council District: 7

Easement (c)

Applicant: Wilshire Apartments LLC, its successor and assigns  
Purpose: Sidewalk  
Location: 1844 N. 83rd Ave.  
File: FN 230024  
Council District: 7

Deed (d)

Applicant: Buckeye 59, LLC, its successor and assigns

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Purpose: Roadway  
Location: 5858 W. Watkins St.  
File: FN 220034  
Council District: 7

Easement (e)

Applicant: Buckeye 59, LLC, its successor and assigns  
Purpose: Shared Use Path  
Location: 5858 W. Watkins St.  
File: FN 220034  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



**Acceptance of Easements for Drainage Purposes (Ordinance S-49606)**

Request for the City Council to accept easements for drainage purposes; further ordering the ordinance recorded.

**Summary**

Accepting the property interest below meets the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Applicant: United EM Holding, Inc., its successor and assigns

Purpose: Drainage

Location: 777 W. Alameda Road

File: FN 220054

Council District: 1

Easement (b)

Applicant: Buckeye 59, LLC, its successor and assigns

Purpose: Drainage

Location: 5858 W. Watkins St.

File: FN 220034

Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



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**Acceptance of a Traffic Control Easement at the Northeast Corner of 18th Street and McDowell Road (Ordinance S-49586)**

Request for the City Council to accept a traffic control easement from Hamid Mazen H. and Asad M. Jada; further ordering the ordinance recorded.

**Summary**

The permanent easement for a traffic signal modernization project was donated by Hamid Mazen H. and Asad M. Jada, as husband and wife, as community property with right of survivorship. The approximately 93-square-foot traffic control easement is located at the northeast corner of 18th Street and McDowell Road within Maricopa County Assessor's parcel number 117-13-108A and is more fully described in the legal description to be recorded with the ordinance.

**Location**

Northeast corner of 18th Street and McDowell Road.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation and Finance departments.



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**Grant of a Public Utility Easement on City-owned Property near Tatum Boulevard and Jomax Road (Ordinance S-49573)**

Request the City Council to grant a public utility easement for consideration of \$1 and/or other valuable consideration, for the installation of an underground distribution electrical line on City-owned property for Well 312 in the Arizona Public Service Company service area and ordering the ordinance recorded.

**Summary**

This public utility easement is more fully described in the legal description ("Easement Premises") recorded with the ordinance and will be granted to all public service corporations and telecommunication corporations (collectively "Grantee") providing utility service to the property located near Tatum Boulevard and Jomax Road in perpetuity, so long as the Grantee uses the Easement Premises for the purposes herein specified, subject to the following terms and conditions:

- A. Grantee is hereby granted the right to construct, reconstruct, replace, repair, operate and maintain utility facilities together with appurtenant fixtures for use in connection therewith (collectively "Grantee Facilities") to, through, across and beyond Grantor's property within the Easement Premises. Subject to the notice requirements provided in paragraph "I," Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified. Grantee acknowledges and accepts that Grantee shall share the Easement Premises with other Grantees and shall use such Easement Premises with other Grantees in accordance with and consistent with industry standards and customs for shared use. Grantor agrees to coordinate the location of Grantee's Facilities within the Easement Premises and to pay costs for relocation of Grantee's Facilities as provided in paragraph "F."
- B. Grantor shall not locate, erect or construct, or permit to be located or erected or constructed, any building or structure within the limits of the Easement Premises. However, Grantor reserves all other rights, interests, and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of Easement



Premises without the prior written consent by the Grantee whose facilities will be affected by the change of elevation.

- C. Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate or maintain the Grantee Facilities.
- D. Grantor shall maintain an appropriate three-foot clear area around all edges of all equipment pads for Grantee Facilities in addition to a clear operational area that extends 12 feet immediately in front of all transformer or switching cabinet openings, within the Easement Premises. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs or other obstruction within said areas.
- E. Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any work or use by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, concrete and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.
- F. Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's property; provided however, that: 1) Grantor pays the entire cost of redesigning and relocating existing Grantee Facilities to the new location; and 2) Grantor provides Grantee with a new and substantially similar public utility easement at no cost to Grantee. After relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement without cost or consequence to Grantor.
- G. Each public service corporation and telecommunication services corporation as a Grantee shall coordinate and work with other Grantees in the use of the Easement Premises. In the event that a third party or other Grantee requests the relocation of existing Grantee Facilities to a new location (whether or not) within the Easement Premises, the requesting party shall pay the entire cost of redesigning and relocating the existing Grantee Facilities.
- H. Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation or other entity without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of any proposed transfer, conveyance or assignment of any

rights granted herein at address listed below.

- I. Except in emergencies or exigent circumstances such as service restoration, Grantee agrees to contact Grantor at least one business day prior to Grantee's entrance onto the Easement Premises where the Easement Premises are located:
  - 1) on a site that includes Aviation Department facilities;
  - 2) water and wastewater treatment facilities;
  - 3) Police Department headquarters located at 620 W Washington St.;
  - 4) Fire Department headquarters located at 150 S 12th St.;
  - 5) City Hall located at 200 W Washington St.;
  - 6) City Court Building located at 300 W Washington St.;
  - 7) Calvin C. Goode Building located at 251 W Washington St.;
  - 8) Transit Operations Center located at 320 N 1st Ave. or West Transit Facility located at 405 N 79th Ave.; or
  - 9) in a secured or fenced area.

**Location**

Near Tatum Boulevard and Jomax Road.  
Council District: 2

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the Water Services and Finance departments.



**Release an Easement for Sidewalk Purposes and Rescind Dedication to Public Use Authorized by Ordinance S-49462 (Ordinance S-49612)**

Request authorization to terminate and release an easement for sidewalk purposes that was recorded on March 2, 2023, in the office of the Maricopa County Recorder as document number 2023-0105693. Additionally request that the City Council rescind the City's acceptance and dedication of this easement pursuant to Ordinance S-49462 adopted March 1, 2023, and further order the Ordinance recorded.

**Summary**

The easement that affects the property located at 316 W. Broadway Road, was submitted by the Planning and Development Department for acceptance and dedication under FN 220114; however, requirements related to the Bureau of Reclamation must be met prior to recordation and dedication of this easement. The easement is identified as Easement (g) in Ordinance S-49462, more fully described in the legal description recorded with this Ordinance.

All other acceptance and dedications set forth in Ordinance S-49462 will remain in effect except as modified by this rescission.

**Concurrence/Previous Council Action**

Acceptance and Dedication of Easements and a Deed for Sidewalk, Public Utility and Roadway Purposes (Ordinance S-49462) on March 1, 2023.

**Location**

316 W. Broadway Road, Maricopa County Assessor parcel number 113-07-120B.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



**Amend Ordinance S-49471 for Acquisition of Real Property for Roadway Improvements along 32nd Street from Cheryl Drive to Cholla Street (Ordinance S-49608)**

Request the City Council amend Ordinance S-49471 for authorization to acquire additional real property and related property interests required for roadway improvements along 32nd Street from Cheryl Drive to Cholla Street.

**Summary**

Ordinance S-49471 authorized acquisition of real property and related property interests required for roadway improvements along 32nd Street from Cheryl Drive to Cholla Street. Acquisition from a parcel that was not identified during preliminary design is necessary to accommodate project construction. All other conditions and stipulations previously stated in Ordinance S-49471 remain the same.

The additional parcel affected by this project and included in this request is identified by Maricopa County Assessor's parcel number 165-03-015D located at 10220 N. 32nd St.

**Financial Impact**

Funding is available in the Street Transportation Department's Capital Improvement Program budget.

**Location**

Along north 32nd Street from Cheryl Drive to Cholla Street.  
Council District: 3

**Concurrence/Previous Council Action**

The City Council approved the acquisition of Real Property for Roadway Improvements along 32nd Street from Cheryl Drive to Cholla Street (Ordinance S-49471) on March 1, 2023.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation and Finance departments.



## **Outside Bindery Services - IFB 18-227 - Amendment (Ordinance S-49610)**

Request to authorize the City Manager, or his designee, to execute amendments to Contract 147545 with Pavlik Laminating, Inc. and Contract 147551 with MG Trust Investments, LLC dba American Bindery & Mailing to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-44524.

### **Summary**

The contracts will provide all labor, materials, equipment, transportation and other services necessary to furnish the City Clerk Department with bindery services on an as-needed basis. Additional time is needed to complete the new procurement and the extension will allow for continuation of these crucial services supporting the administrative functions of the City.

### **Contract Term**

Upon approval the contract will be extended through May 14, 2024.

### **Financial Impact**

The aggregate value of the contract will not exceed \$105,000 and no additional funds are needed.

### **Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Outside Bindery Services - Contracts 147545 and 147551 (Ordinance S-44524) on May 2, 2018.

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



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**Statewide Foreign Language Interpretation and Translation Services - ADSPO 13-00002842 - Amendment (Ordinance S-49615)**

Request to authorize the City Manager, or his designee, to execute amendment to contracts 147849 with AT Translators LLC, and 147848 with PCI & TS LLC to extend contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-49131.

**Summary**

These contracts will provide in-person, telephone and written interpretation and translation services on an as-needed basis. Interpreter and translation services are provided during public, private and community meetings and events in addition to emergency and non-emergency situations. A one-year extension will allow for uninterrupted availability of services pending the completion of a new solicitation.

**Contract Term**

Upon approval the contracts will be extended through April 17, 2024.

**Financial Impact**

The aggregate value of the contracts will not exceed \$897,109 and no additional funds are needed.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Statewide Foreign Language Interpretation and Translation Services 147849, 147848 (Ordinance S-44495) on April 18, 2018;
- Statewide Foreign Language Interpretation and Translation Services 147849, 147848 (Ordinance S-46961) on Oct. 7, 2020;
- Statewide Foreign Language Interpretation and Translation Services 147849, 147848 (Ordinance S-49131) on Nov. 2, 2022.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



**Law Technical Consulting Services - RFA 16-136 - Amendment (Ordinance S-49617)**

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 142939 with Scott Shipley, to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$100,000.

**Summary**

This contract will provide technical consulting services to the Law Department in support of the Criminal Division's business systems and application. This extension is for a one year period with an additional one year optional renewal.

**Contract Term**

Upon approval the contract will be extended through April 30, 2025.

**Financial Impact**

Upon approval of \$100,000 in additional funds, the revised aggregate value of the contract will not exceed \$400,000. Funds are available in the Law Department's budget.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Law Technical Consulting Services 142939 (Ordinance S-42441) on April 20, 2016.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Law Department.



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**SAP System Modernization - Requirements Contract - RFP 21-074 - Amendment (Ordinance S-49630)**

Request to authorize the City Manager, or his designee, to allow additional expenditures under Contract 155443 with Labyrinth Solutions LLC, dba InvenioLSI for the purchase of enhanced services, licensing, support, and maintenance for the Finance Department to further support the existing SAP application and infrastructure. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$3,000,000.

**Summary**

The City currently utilizes the SAP system for critical financial accounting and reporting processes, procurement, accounts payables and receivables, grant management, inventory management, and overall financial reporting and analytics. SAP has more than 3,000 users across all City departments and interfaces with numerous other Citywide systems and applications. The Finance Department has consolidated the management of all SAP licensing, infrastructure, support and maintenance into one contract with Labyrinth Solutions LLC, dba InvenioLSI. The additional expenditures will allow for continued modernization upgrades to the SAP system in the areas of accounts payables and receivables, travel management, treasury and debt management, enhanced analytics and real estate accounting.

This item has been reviewed and approved by the Information Technology Services Department.

**Contract Term**

The contract term remains unchanged, ending on Oct. 17, 2031, with an additional five-year option to extend.

**Financial Impact**

Upon approval of \$3,000,000 in additional funds, the revised aggregate value of the contract will not exceed \$43,000,000. Funds are available in the Finance Department's budget.



**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- SAP System Modernization Contract 155443 (Ordinance S-47563) on May 19, 2021.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



**Spray Paint, Turf Paint, and Painting Supplies - IFB 18-175 - Amendment (Ordinance S-49627)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 147166 with PPG Architectural Finishes, Inc., to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-44379.

**Summary**

This contract will provide various types of paint and painting supplies. The primary departments utilizing this contract are Aviation, Parks and Recreation, and Neighborhood Services. The requested products are critical for the maintenance and operations of City-owned properties and facilities, and an extension is needed to allow additional time to complete a new procurement process.

**Contract Term**

Upon approval the contract will be extended through March 31, 2024.

**Financial Impact**

The aggregate value of the contract will not exceed \$1,350,000 and no additional funds are needed.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Spray Paint, Turf Paint, and Painting Supplies, Contract 147166 (Ordinance S-44379) on March 21, 2018.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



**Annual Expenditure Limitation Report Designee to Arizona Auditor General  
(Resolution 22113)**

Request City Council approval to designate Chief Financial Officer Kathleen Gitkin for purposes of submitting the Fiscal Year (FY) 2022-23 and FY 2023-24 Annual Expenditure Limitation Report (AELR) to the Arizona Auditor General on the governing body's behalf.

**Summary**

Arizona Revised Statute 41-1279.07 (E) requires each county, city, town and community college district to provide the name of the Chief Fiscal Officer that the governing board designates to submit the current year's AELR on the governing body's behalf each year. The FY 2022-23 designation is necessary to submit the current fiscal year AELR to the Auditor General by July 31. The FY 2023-24 designation will align the City with statutory timing requirements.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



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**Pharmacy Benefit Management Services - RFP HR 22-001 - Request for Award (Ordinance S-49593)**

Request to authorize the City Manager, or his designee, to enter into a contract with Elixir Rx Solutions, LLC to provide Pharmacy Benefit Management Services for the City's eligible Employees, Non-Medicare Retirees and their eligible dependents. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$215,000,000.

**Summary**

Elixir Rx Solutions, LLC will partner with the City and selected Health Plan Third Party Administrators (TPAs) to find sustainable and affordable solutions to optimize the pharmacy care experience of eligible plan participants while keeping costs contained. Other services include efficient claims adjudication, quality customer service to include dedicated onsite representative, Opioid Safety program, experience reporting, pass-through network rates at retail reimbursements, and competitive discounts in all areas to include Retail 30 and 90 days, Mail, Brand and Generic medications with performance guarantees in place. The current contract with Elixir is set to expire Dec. 31, 2023.

This item has been reviewed and approved by the Information Technology Services Department.

**Procurement Information**

RFP HR 22-001 was conducted in accordance with Administrative Regulation 3.10. The Human Resources Department received nine proposals. The Notice of Solicitation was emailed to 1,232 vendors registered in ProcurePHX and known vendors in the pharmacy benefit manager health care industry.

The offers were scored using the following criteria: Qualifications, Experience and References (250 points), Method of Approach (450 points) and Pricing (300 points). Two of the nine offers received were deemed non-responsive. The evaluation occurred by a five-person panel. The panel determined that three offers were within the competitive range. Finalist presentations were conducted with all offers in the competitive range, and Best and Final Offers (BAFOs) were conducted with two offers.

After reviewing the BAFO response, it was the consensus of the evaluation committee to recommend award to Elixir Rx Solutions, LLC. The BAFO resulted in an overall reduction over the five year contract period of \$8.4 million.

The consensus scores are as follows:

Caremark PCS Health, LLC: 879 points  
Elixir Rx Solutions, LLC: 956 points  
Express Scripts, Inc: 882 points  
IngenioRx, Inc.: 860 points  
Magellan Rx Management, LLC: 902 points  
Navitus Health Solutions, LLC: 726 points  
OptumRx, Inc.: 890 points

After reaching consensus, the evaluation committee recommends award to Elixir Rx Solutions, LLC., as the highest scored, responsive and responsible offer most advantageous to the City.

**Contract Term**

The five-year contract term shall begin on or about Jan. 1, 2024.

**Financial Impact**

The aggregate five-year contract value for these services shall not exceed \$215 million and will be paid by the City's Health Care Benefits Trust Fund. No General Funds are needed.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.



**Resolution to Declare the Second Monday in October of Each Year as a Designated City Holiday Known as Indigenous Peoples' Day (Resolution 22111)**

This item is a proposed Resolution for the City Council to declare the second Monday in October of each year as a designated City holiday, beginning in 2023.

**Summary**

Indigenous Peoples' Day is a holiday to honor, recognize, and celebrate the traditions and cultures of the indigenous communities that have lived in the Americas for thousands of years.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Human Resources and Law departments.



**Request Authorization to Disburse Tribal Gaming Grant Funds (Ordinance S-49628)**

Request to authorize the City Controller to further disburse tribal gaming grant funds awarded to the Office of Environmental Programs from the Gila River Indian Community for the Seeding Abundance and Growing Our Future project, to three different partner agencies.

**Summary**

In 2021, the Office of Environmental Programs (OEP) submitted an application for funding consideration to the Gila River Indian Community (GRIC) under the 2021 funding cycle. Staff requested \$289,356 over three years for the Seeding Abundance and Growing Our Future project, which provides equipment and training for consumers located in food deserts to grow their own food, and develops new urban farmers resulting in improved health as well as business and community engagement.

The project was selected for a three-year grant funding from GRIC in 2021. The project will fund installation of up to 36 backyard gardens for Phoenix residents experiencing food insecurity and living in food desert areas and provide education and hands-on training for five urban agriculture fellows. The backyard garden program will empower residents to grow healthy food in their own backyards to improve health, promote physical activity, decrease food insecurity and hunger, and potentially decrease household food budgets.

OEP is using the expertise of three local organizations experienced in growing food for this project. Lehr Innovations, LLC (Lehr), NxT Horizon LLC (NxT) and Tiger Mountain Foundation (TMF) collaborated on the GRIC grant application and were named as partners to provide garden installation, training, operation and maintenance services.

Lehr is a Phoenix-based organization founded by Ed Williams, who invented the Linking Ecosystems and Hardware for Regeneration Gardens system as a sustainable, regenerative growing method for busy urban lifestyles.

NxT is a Phoenix-based organization founded by Dr. George Brooks, Jr., a nationally recognized aquaponics expert.

TMF is a Phoenix-based nonprofit organization whose mission is to empower communities to better themselves through cultivating gardens.

Lehr, NxT, and TMF will install backyard gardens using aquaponics, growing produce and protein (fish and shrimp), and raised beds. The systems chosen are cost-effective and water-efficient growing methods and suitable for the Phoenix climate and growing seasons. These systems will be installed for up to 32 residents living in the South Mountain, Maryvale, Laveen, and Estrella Village planning areas. Applicants for the program must meet eligibility criteria, such as low income and living within the program's geographic boundary, with preference for applicants living in food deserts and applicants that are Black, indigenous, or people of color. Homeowners or renters (with written permission from landlord) will be provided with the gardening system of their choice, which includes system installation, including equipment, materials, supplies and labor, and gardening training throughout the 12-month program. Program outreach materials, applications, and training materials will be provided in English and Spanish.

Lehr will install eight raised-bed garden systems for a cost not to exceed \$27,000; NxT will install 12 aquaponics systems for a cost not to exceed \$99,246, and TMF will install 12 traditional raised bed garden systems for a cost not to exceed \$74,592. The systems include all materials, supplies, equipment, labor, and 12 months of on-call training, maintenance, and repair services.

### **Contract Term**

All agreements may be extended based on available funding; extensions may be executed by the City Manager, or his designee.

### **Financial Impact**

There is no budgetary impact to the City and no general funds are required. Entities that receive gaming grants are responsible for the management of those funds.

### **Concurrence/Previous Council Action**

Council approved the Gila River Indian Community Gaming Grants, Ordinance S-47639 on June 16, 2021.

### **Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Office of Government Relations.





## **Award of Federal Housing Opportunities for Persons With AIDS Funding (Ordinance S-49614)**

Request City Council to grant authorization for the City Manager, or his designee, to enter into contracts with Southwest Behavioral and Health Services and Area Agency on Aging Region One, Inc. for the Housing Department's federally funded Housing Opportunities for Persons With AIDS (HOPWA) Program. Further request authorization for the City Controller to disburse all funds over the life of the contracts. The total value of the contracts will not exceed \$24,036,268.

### **Summary**

The City receives an annual allocation of federal HOPWA funds from the U.S. Department of Housing and Urban Development (HUD). The City can utilize these funds to provide housing and supportive services to households at or below 80 percent of the Area Median Income (AMI) and have at least one member diagnosed with human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS).

On Feb. 3, 2023, the Housing Department issued a Request for Proposals (RFP) inviting sealed offers for the administration of HOPWA programs to include: Transitional Housing and Supportive Services; Supportive Services for Tenant-Based Rental Assistance (TBRA); Employment Services; Housing Advocacy; and Housing Information Services.

### **Procurement Information**

The RFP was available through the City's website through March 6, 2023. A selection committee comprised of two representatives from City departments and one community representative evaluated the proposals on a 1,000-point scale based on the following criteria:

- Experience and Qualifications
- Methodology, Design and Implementation
- Organizational Structure and Capacity

### **Contract Term**

The City intends to enter into three-year contracts with the option to extend the

agreements for two additional one-year periods that may be exercised at the discretion of the City Manager or his designee. Contracts commence on July 1, 2023.

Southwest Behavioral and Health Services (SBH)

The agency has more than 30 years experience housing vulnerable populations. SBH has been providing HOPWA-funded housing and supportive services since 1995. Contracts for Transitional Housing and Supportive Services and Employment Services will be awarded.

Area Agency on Aging Region One, Inc. (Care Directions)

The agency has provided services to adults diagnosed with HIV/AIDS for 30 years and services through the HOPWA program since 1998. Contracts for Supportive Services for TBRA, Housing Advocacy, and Housing Information Services will be awarded.

**Financial Impact**

The five-year aggregate estimated contract value is an amount up to \$24,036,268, which includes contractual increases of 20 percent for years two through five. There is no impact to the General Fund. HOPWA is a federally funded program.

**Location**

HOPWA services are provided to residents in Maricopa and Pinal Counties.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



**Request to Increase Head Start Birth to Five and Child Care Partnership Funding (Ordinance S-49576)**

Request to authorize the City Manager, or his designee, to increase spending authority under Ordinance S-46464, the Head Start Birth to Five and Early Head Start Child Care Partnership Grant by \$5,621,145 for the remaining one year of the grant (2023-24) as approved by the Head Start Birth to Five Governing Board, and enter into or execute all contracts, documents, and agreements and take all other action necessary or appropriate to implement the Head Start Birth to Five and Early Head Start Child Care Partnership grants subject to any necessary approval by the Head Start Birth to Five Governing Board. Further request authorization for the City Treasurer to accept and the City Controller to disburse all funds related to this item. There is no impact to the General Fund.

**Summary**

The City of Phoenix Head Start Birth to Five Program provides comprehensive education and social services to children and families at risk through two programs: Early Head Start (0-3 years of age) serving 488 children and Head Start (3-5 years of age) serving 2,963 children.

The term of the ordinance for the Head Start Birth to Five and Early Head Start Child Care Partnership funding is from July 1, 2020, through June 30, 2024. Over the past three years, the Head Start Birth to Five Program has received supplemental awards from the federal government due to the coronavirus pandemic: \$1,038,644 for the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) of 2021, \$4,129,122 for the American Rescue Plan Act (ARPA) of 2021 and \$453,379 for Quality Improvement for 2023. The additional funding has exceeded the original estimated funding for the four-year period by \$5,621,145.

**Contract Term**

The remaining year of the contract term is July 1, 2023, to June 30, 2024.

**Financial Impact**

The total grant funding for the ordinance will be no more than \$173,194,982.44. There is no impact to the General Fund.

**Concurrence/Previous Council Action**

- City Council approved the four years of funding on March 18, 2020 (Ordinance S-46464).
- The Head Start Birth to Five Policy Council recommended approval of this item on March 13, 2023, by a vote of 21-0.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



**Authorization to Extend Contracts with Central Arizona Shelter Services and Salvation Army (Ordinance S-49577)**

Request to authorize the City Manager, or his designee, to amend the following contracts: 156948 (Central Arizona Shelter Services), 157149 (Salvation Army - Emergency Shelter), and 157150 (Salvation Army - Street Outreach) to extend the term of the contracts through June 30, 2023. The aggregate value of the contracts will remain unchanged and will not exceed \$418,993. Further request to authorize the City Controller to disburse all funds related to this item. Funding is available from the City's allocation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. There is no impact to the General Fund.

**Summary**

Central Arizona Shelter Services (CASS) provides individuals in need with one-time financial assistance to prevent or end homelessness. The one-time financial assistance is used for homeless prevention, move-in cost support, travel assistance to move in with family, and eviction prevention.

Salvation Army (Emergency Shelter) provides respite, basic needs, case management, and other supportive services for families with children experiencing homelessness. Each family receives free, nutritionally balanced, hot meal services each day and access to free household materials such as laundry, hygiene items, diapers, and household supplies.

Salvation Army (Street Outreach), through their Project H.O.P.E. program, provides street outreach and engagement services to families experiencing street-based homelessness by working strategically to place the most acute families into emergency shelters. The program provides these families with basic needs such as food, hygiene items, transportation, resources and referrals, and any other available material assistance Salvation Army has to help support the family while they wait for an opening at one of the emergency shelters.

Funding is used to prevent, prepare for, and mitigate the effects of the COVID-19 pandemic among individuals and/or families experiencing homelessness who are at greater risk of exposure and susceptibility and to support additional homeless

assistance and prevention activities to alleviate the impacts of COVID-19 within the community.

Staff is requesting to extend these contracts to allow for additional time for CASS and Salvation Army to expend funding. Contract amounts are as follows:

- CASS: \$200,000
- Salvation Army (Emergency Shelter): \$111,413
- Salvation Army (Street Outreach): \$107,580

**Contract Term**

The term of the extension period for each contract will begin on or about May 1, 2023 and run through June 30, 2023.

**Financial Impact**

Funding is available from the CDBG CARES Act monies from the U.S. Department of Housing and Urban Development. There is no impact to the General Fund.

**Concurrence/Previous Council Action**

The City Council approved Contracts 156948, 157149, and 157150 (Ordinance S-48164) on Dec. 1, 2021.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



## **Authorization to Enter into an Intergovernmental Agreement with Maricopa County (Ordinance S-49580)**

Request to authorize the City Manager, or his designee, to enter into an intergovernmental agreement (IGA) with Maricopa County to accept funding to support the acquisition costs of a forthcoming emergency shelter located at 2425 S. 24th St., Phoenix, AZ 85034 (Shelter). The total value of the IGA will not exceed \$6.25 million. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. The City will utilize the funding to assist Community Bridges, Inc. in acquiring the property.

### **Summary**

American Rescue Plan Act funding awarded to the City from Maricopa County will be used to support the acquisition of the Shelter by Community Bridges, Inc. This Shelter is currently being leased by Community Bridges, Inc. to provide bridge housing for individuals experiencing homelessness as the service provider moves those individuals to other types of housing or appropriate services. Supportive services will also be provided at this Shelter to support long term success in individuals retaining housing.

### **Contract Term**

The term of the IGA will begin on or about March 22, 2023, and run through June 30, 2024, and may be extended up to two years, which may be exercised by mutual agreement of the City and Maricopa County.

### **Financial Impact**

The total value of the IGA will not exceed \$6.25 million. Funding is available from Maricopa County and will be budgeted in the Human Services Capital Improvement Program. There is no impact to the General Fund.

### **Location**

2425 S. 24th St.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.





**Authorization to Enter Into Contract with Community Bridges, Inc. (Ordinance S-49597)**

Request to authorize the City Manager, or his designee, to enter into contract with Community Bridges, Inc. (CBI) to acquire real property located at 2425 S. 24th St. Phoenix, AZ 85034 (Shelter). The total value of the contract will not exceed \$12.5 million. Maricopa County and the City of Phoenix are each contributing \$6.25 million in American Rescue Plan Act (ARPA) funds toward this project. Further request to authorize the City Controller to disburse all funds related to this item. There is no impact to the General Fund. Funding is available through the City's allocation of ARPA funds received from the federal government and is part of the Homelessness Projects program.

**Summary**

CBI currently leases the Shelter and provides bridge housing and supportive services to guests staying at the Shelter. Temporary lodging and appropriate services are provided to individuals experiencing homelessness as the service provider moves individuals into housing, with the end goal of ending their homelessness. Supportive services are provided to support long term success in retaining housing.

Maricopa County and the City of Phoenix have joined efforts to provide funding in support of CBI's acquisition of the Shelter as an immediate solution to address the growing number of unsheltered individuals in the downtown area.

**Contract Term**

The term of the contract will begin on or about May 1, 2023, through Dec. 31, 2024.

**Financial Impact**

The total value of the contract will not exceed \$12.5 million. Funding is available from the City's and County's ARPA allocations. There is no impact to the General Fund.

**Location**

2425 S. 24th St.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



**Authorization to Amend Contract with Maricopa County Community College District - Route to Relief (Ordinance S-49613)**

Request to authorize the City Manager, or his designee, to amend Contract 156343 with Maricopa County Community College District (MCCCD) Route to Relief to increase funding by \$5 million for a new contract total not to exceed \$6.5 million and to amend the scope of work to include tuition funding for eligible students. Further request to authorize the City Controller to disburse all funds related to this item.

**Summary**

MCCCD's Workforce and Economic Development Office and the individual colleges within the District provide Phoenix residents with opportunities to advance in their careers while addressing barriers to accessing training and employment, such as childcare and transportation. Training, education and workforce navigation services will be provided to Phoenix residents enrolled in an approved program at one of the Maricopa County Community Colleges. The additional \$5 million in funding will allow MCCCD, and individual colleges within the District, to cover tuition costs for eligible students. The City will reimburse the subrecipient for the cost of tuition for participants enrolled in an American Rescue Plan Act (ARPA) approved training program at one of the Maricopa Community Colleges. Individual community colleges within MCCCD may submit invoices for tuition costs to be reimbursed, provided such community college enters an appropriate agreement with the City for such purposes.

**Contract Term**

The contract term will remain unchanged, beginning Jan. 1, 2022, through Dec. 31, 2024.

**Financial Impact**

The initial authorization for Contract 156343 was for an expenditure not-to-exceed \$1.5 million per Ordinance S-48163. The amendment will increase the authorization for the contract by an additional \$5 million for a new not-to-exceed total contract value of \$6.5 million over the life of the contract.

There is no impact to the General Funds. Funding is available through the City's allocation of the ARPA funding received from the federal government and is under the

City's Workforce Wraparound Tuition Assistance/Apprentice Program category of the strategic plan.

**Concurrence/Previous Council Action**

The City Council approved Contract 156343 for MCCCCD (Ordinance S-48163) on Dec. 1, 2021.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



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**Lyngsoe Systems Inc. Exterior Lockers Contract - EXC 22 - 137 - Request for Award (Ordinance S-49575)**

Request to authorize the City Manager, or his designee, to enter into a contract with Lyngsoe Systems Inc., to provide exterior locker systems allowing 24 hour, seven day a week access for customers to pick up and return items for the Library Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$1,171,171.

**Summary**

This contract will provide for the installation of exterior lockers and configuration services at the direction of the Library Department. The exterior smart lockers provide 24-hour contactless access for customers to retrieve reserved items at their convenience by simply presenting their patron card to the built-in reader. The lockers can also be used to return items to the Library. For Library staff, a staff interface will allow for a quick and easy process of retrieving items and loading the exterior smart lockers with new items. This system will integrate directly with the Library Department's library system, Polaris, ensuring ease of use and current information updates.

This item has been reviewed and approved by the Information Technology Services Department.

**Procurement Information**

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition. Lyngsoe Systems Inc. is able to directly integrate with the Library Department's primary business application, Polaris, which will govern the use of the exterior smart lockers. The built-in communication compatibility between Lyngsoe Systems Inc. and Polaris will allow for uninterrupted seamless customer service by the Library Department. The Library Department will be using American Rescue Plan Act (ARPA) funds, which requires the use of those funds by the end of the fiscal year.

**Contract Term**

The contract will begin on or about April 19, 2023, for a five-year term with no options to extend.

**Financial Impact**

The total contract value will not exceed \$1,171,171. Of the total contract value, \$865,000 will be provided by ARPA funds and \$306,171 will be provided by operating funds available in the Public Library Department's budget in the out years for software maintenance.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Library Department.



**Interactive Elements, Furnishings and Associated Services (Library Locations) - RFA 18-292 - Amendment (Ordinance S-49605)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 147819 with Burgeon Group, LLC to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-44669.

**Summary**

This contract will provide initial design and build out of First Five Year interactive areas in various Library locations and includes fixtures, furnishings, and inspection and repair services. The interactive areas are dedicated, safe and engaging spaces within the libraries for children from birth to age five and their families to play and learn. The Library Department follows established early literacy research and practices in designing the spaces for maximum effect and enjoyment. This extension will allow for improvements at additional locations consistent with those efforts.

**Contract Term**

The current term of the contract expires in June 2023. Upon approval the contract will be extended through June 14, 2028.

**Financial Impact**

The aggregate value of the contract will not exceed \$2 million and no additional funds are needed.

**Concurrence/Previous Council Action**

The City Council previously approved this request:

- Interactive Elements, Furnishings and Associated Services, Contract 147819, Ordinance S-4469, June 15, 2018.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Library Department.



**Safety Data Sheet Database Management Services - RFP 17-019 - Amendment (Ordinance S-49616)**

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 146267 with Kelleher, Helmrich & Associates, Inc. to extend the contract term and allow additional expenditures to provide Safety Data Sheet (SDS) database management services for the Office of Environmental Programs. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$50,000.

**Summary**

This contract will provide a Contractor-hosted web-based Safety Data Sheet (SDS) database including updates and maintenance for the Office of Environmental Programs to manage safety data records of chemicals and products used citywide. Access to the database is through an external link on InsidePHX and can be viewed by all City employees. In the event of a workplace exposure to chemical products, City employees can easily search the database and provide the correct SDS to emergency and medical responders. The database is needed to meet the requirements of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard. The extension of this contract and additional funds are needed to maintain access to the database to ensure employee safety and compliance with OSHA requirements and will allow for a new procurement to be completed without a lapse in services.

This item has been reviewed and approved by the Information Technology Services Department.

**Contract Term**

Upon approval the contract will be extended through April 30, 2024, with an additional one-year option to extend through April 30, 2025.

**Financial Impact**

Upon approval of \$50,000 in additional funds, the revised aggregate value of the contract will not exceed \$178,000. Funds are available in the Office of Environmental Programs' budget.



**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Safety Data Sheet Database Management Services (Ordinance S-43984) on Oct. 18, 2017; and
- Safety Data Sheet Database Management Services (Ordinance S-49067) on Oct. 12, 2022.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Office of Environmental Programs.



**Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services - 2017001134 - Amendment (Ordinance S-49620)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 148081 with Playcore Wisconsin, Inc., dba Game Time to extend the contract term and allow additional expenditures. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$900,000. There is no impact to the General Fund. Funding is available through the City's allocation of the American Rescue Plan Act (ARPA) received from the federal government and is under the Phoenix Parks Improvements program of the strategic plan.

**Summary**

This contract will support efforts to repair and replace current playground and outdoor fitness equipment throughout the City. This contract will ensure that the department can purchase a wide variety of new equipment to enhance and support the quality of recreational programs and services that are provided to the residents of the City. This contract will also be utilized for Parks and Recreation capital improvements serving qualifying census tracts as approved by the City Council in the ARPA Strategic Plan. The extension of this contract and additional funds are needed to continue these essential department operations. The contract extension will also allow for a new procurement to be completed without a lapse in services. The ARPA funding being requested is to be used on ARPA projects.

**Contract Term**

Upon approval the contract will be extended through June 30, 2024. It includes an option to extend through June 30, 2026.

**Financial Impact**

Upon approval of \$900,000 in ARPA funds, the revised aggregate value of the contract will not exceed \$1,100,000. No General Funds are requested.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and

Related Products and Services, Contract 148081 (Ordinance S-44491) on April 18, 2018.

- City Council approved the ARPA Second Tranche Strategic Plan allocating \$2.9 million for Phoenix Parks Improvements on June 7, 2022.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



**Playground, Fitness and Related Equipment - 14X-BANG0220 - Amendment (Ordinance S-49621)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 144992 with Dave Bang Associates, Inc., to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed. Request to continue using Ordinance S-43468.

**Summary**

This contract will provide playground, fitness and related equipment used in the Human Services Department Head Start Birth to Five Program and the Parks and Recreation Department. The program provides comprehensive educational and child/family development services to low-income families with children ages birth to five years old. The program requires age appropriate playground structures that meet health and safety licensing requirements. A one-year extension will allow for continuous availability of services pending the completion of a new solicitation.

**Contract Term**

Upon approval, the contract will be extended through April 24, 2024.

**Financial Impact**

The aggregate value of the contract will not exceed \$2.5 million and no additional funds are needed.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Playground, Fitness and Related Equipment 144992 (Ordinance S-43468) on May 10, 2017.
- Playground, Fitness and Related Equipment 144992 (Ordinance S-44496) on April 18, 2018.

**Responsible Department**

This item is submitted by Deputy City Managers Gina Montes and Inger Erickson and the Human Services and Parks and Recreation departments.



**Recreational and Playground Equipment, Accessories and Supplies - RFP #030117 - Amendment (Ordinance S-49623)**

Request to authorize the City Manager, or his designee, to execute amendments to Contracts 147842 with Landscape Structures, Inc., and 147930 with Miracle Recreation Equipment Company, to extend the contract terms and allow additional expenditures. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$800,000.

**Summary**

These contracts will provide for the repair and replacement of current playground and outdoor fitness equipment in various park locations throughout the City for the Parks and Recreation Department. These contracts will ensure that the department can purchase a wide variety of new equipment to enhance and support the quality of recreational programs and services that are provided to the residents of Phoenix. The extension of these contracts and additional funds are needed to continue these essential department operations. The contract extension will also allow for a new procurement to be completed without a lapse in services.

**Contract Term**

Upon approval, the contracts will be extended through Oct. 31, 2023.

**Financial Impact**

Upon approval of \$800,000, the revised aggregate value of the contracts will not exceed \$6.8 million. Funds are available in the Parks and Recreation Department's budget.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Recreational and Playground Equipment, Accessories and Supplies Contracts 147842 and 147930 (Ordinance S-44469) on April 18, 2018;
- Recreational and Playground Equipment, Accessories and Supplies Contracts 147842 and 147930 (Ordinance S-46181) on Nov. 20, 2019;
- Playground and Outdoor Fitness Products/Services Contract 147930 (Ordinance S-48188) on Dec. 15, 2021.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



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**Fitness Equipment Purchase, Repair and Preventative Maintenance - MESC 17H-GSRC-0930 - Amendment (Ordinance S-49624)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 147449 with Gym Source USA, LLC to extend contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed. Request to continue using ordinance S-44490.

**Summary**

This contract will provide repair services and regularly scheduled preventative maintenance of fitness equipment, as well as allowing the purchase of new fitness equipment, on an as-needed basis. The Parks and Recreation Department operates multiple community centers that provide City residents the use of various fitness equipment, such as free weights and circuit weights, and miscellaneous cardio fitness machines. It is imperative that the fitness equipment operate safely and according to manufacturer specifications in order to provide core services to City residents. A one-year extension will allow for continued availability of these crucial services pending the completion of a new solicitation.

**Contract Term**

Upon approval the contract will be extended through May 14, 2024.

**Financial Impact**

The aggregate value of the contract will not exceed \$150,000 and no additional funds are needed.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Fitness Equipment Purchase, Repair and Preventative Maintenance - 147449 (Ordinance S-44490) on April 18, 2018.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



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**Parks and Recreation Department Park Activation Neighborhood Grant Program (Ordinance S-49587)**

Request authorization for the City Manager, or his designee, to create a Park Activation Neighborhood Grant Program and enter into grant agreements with future selected grantees. Further authorize the City Treasurer to accept and the City Controller to disburse the funds for purposes of this ordinance. The total value of the grant program will not exceed \$500,000. There is no impact to the General Fund. Funding is available through the City's allocation of the American Rescue Plan Act (ARPA) from the federal government.

**Summary**

The Phoenix Parks and Recreation Department builds healthy communities through parks, programs, and partnerships; and makes the City a better place to live, visit, and play. Using the "Power of Parks" the department promotes health, wellness, conservation, and social equity by providing the community with opportunities to improve quality of life through access to local parks, recreation and cultural facilities, sports programming, and open spaces.

The Phoenix area has experienced significant growth over the last decade and parks have experienced increased usage by community members since the beginning of the COVID-19 pandemic. As a result, the demand for activated parks and more structured recreational opportunities has increased. Active parks play a vital role in meeting the growing recreation needs of the community, while helping to deter negative activity in parks.

Additionally, some Phoenix parks and facilities have experienced significant challenges associated with illegal or negative behaviors. These behaviors include, but are not limited to, drug use, violent crimes, theft, trespassing, vandalized and damaged park property and equipment, excessive littering and debris, and misuse of park amenities. Many of these behaviors can be disruptive and pose health and safety risks to the surrounding community. They can also cause damage requiring costly repairs or complete re-engineering of park amenities. These challenges have been exacerbated by increased economic instability and hardship in many communities as a result of the COVID-19 pandemic.



As a part of efforts to address these challenges, the Parks and Recreation Department has sought to activate park spaces to encourage positive behaviors and uses. These efforts include, but are not limited to, purposeful capital investments in desired amenities and activation through outdoor youth and adult sports programs, special events, FitPHX programming, targeted park activation programming, Mobile Recreation programming, and programming from partner organizations such as ParkRx. Recognizing the importance of further activating parks the department continues to maintain and seek new partnerships to assist with these efforts.

To assist with this, the department is seeking to utilize \$500,000 in ARPA funds to develop a neighborhood grant program to facilitate activation events and programming in parks serving qualified census tracts and populations. This would provide additional opportunities for park activation in communities most impacted by the COVID-19 pandemic. The Parks and Recreation Department would create a temporary ARPA-funded position to develop and manage this program. Staff anticipate that it would take approximately 60 days to recruit for and fill this position. The grant administrator would develop this new grant program, which would be modeled after the existing neighborhood grant application process currently administered by the Office of Arts and Culture. Based on this existing grant program, it is anticipated that it would take about six months for funds to be disbursed after the application process opens to the public.

**Financial Impact**

Funding for this program will not exceed \$500,000. There is no impact to the General Fund. Funding is available through the City's allocation of the American Rescue Plan Act (ARPA) from the federal government.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



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**Authorization to Enter into Contracts for Firework Events (Ordinance S-49629)**

Request to authorize the City Manager, or his designee, to execute contracts with multiple vendors to provide fireworks display services and event activities for the Parks and Recreation Department. Further request to authorize the City Controller to disburse all funds related to this item. The aggregate value of the contracts will not exceed \$150,000.

**Summary**

Under the contracts, pyrotechnic entertainment and related activities will be provided for Fourth of July events sponsored by the Parks and Recreation Department. Anticipated events that provide firework displays at various locations throughout the City include After Dark in the Park, Light Up the Sky and the Phoenix Fabulous Fourth. Fireworks displays are presented for the benefit of City of Phoenix residents attending Parks and Recreation Department Fourth of July events.

**Procurement Information**

A Request for Proposals process was completed on March 10, 2023; however, no proposals were received. Therefore, in accordance with Administrative Regulation 3.10, a standard competition was waived as a result of approved Determination Memos based on Special Circumstances without Competition.

**Contract Term**

The contract terms will be for the agreed upon events schedule for 2023.

**Financial Impact**

The combined total for any related contracts will not exceed \$150,000. Funds are available in the Parks and Recreation Department's Operating Budget.

**Location**

Council Districts: 1, 4 and 5

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



**Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services - EV2024-02 - Amendment (Ordinance S-49607)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 147236 with Club Car, LLC and DLL Finance, LLC to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$117,000.

**Summary**

This contract provides a lease agreement and maintenance of golf cart vehicles for public use at municipal golf courses. This contract is necessary so the City can continue leasing golf carts and maintain the current fleet. The contract is set to expire; therefore, an extension is needed to ensure that City services are not interrupted during the solicitation process.

**Contract Term**

Upon approval the contract will be extended through October 5, 2023.

**Financial Impact**

Upon approval of \$117,000 in additional funds, the revised aggregate value of the contract will not exceed \$1,283,025. There are no General Fund expenditures related to this contract. Funding is available in the Parks and Recreation Department's Golf Special Revenue Fund.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services Contract 147236 (Ordinance S-44408) on April 4, 2018.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



## **First and McKinley Streets Parcels Lease and Redevelopment - Authorization to Issue Solicitation**

Request City Council to authorize the City Manager, or his designee, to issue a Request for Proposals (RFP) for the lease and redevelopment of City-owned property at First and McKinley streets and to begin negotiations with the recommended proposer.

### **Summary**

The City owns parcels located in the Downtown Phoenix Redevelopment Area, comprising approximately 65,300 square feet, or 1.49 acres, at the southwest and southeast corners of First and McKinley streets (Site). The Site is zoned West Evans Churchill within the Downtown Code. Currently, the western portion of the Site is vacant and the eastern portion is leased to Arizona State University for parking.

With approval, staff will issue an RFP seeking offers for a compatible, infill, mixed-use, dense, urban high-rise development of at least ten stories, with residential use and true ground floor activation on the Site. Proposals must allocate a minimum of ten percent of the total residential units as affordable housing and a minimum of ten percent of the total residential units to workforce housing. Proposals that include parking must offer creative and unobtrusive solutions. The RFP will encourage design considerations and programmatic elements that support and enhance the arts community along Roosevelt Row and require a project for the entire Site.

An appraisal of the Site is currently underway and will be completed prior to the RFP issuance. Each proposer must provide a return to the City equal to or greater than the appraised value and demonstrate successful completion of at least one mixed-use development within the last seven years.

The RFP will include standard terms and conditions and other necessary requirements, and will include the following evaluation criteria:

- Concept to Activate the Site (0-375 points).
- Return to the City (0-325 points).
- Proposer's Qualifications and Experience (0-300 points).

If approved, the RFP will be issued later this year and will be open for at least 60 days. Responsive proposals will be evaluated by a panel that includes City staff and community representatives. Following negotiations with the recommended proposer, business terms will be presented to the Economic Development and Equity Subcommittee for review and recommendation, then to the full City Council for approval.

**Financial Impact**

There is no impact to the General Fund as a result of this action.

**Public Outreach**

Staff presented to the Downtown Voices Coalition and Roosevelt Row Merchant Association in Dec. 2022; to the Central City Village Planning Committee, Roosevelt Action Association, and Evans Churchill Neighborhood Association Board in Jan. 2023; and to the Evans Churchill Neighborhood Association in March 2023.

**Location**

The Site is located at the southwest and southeast corners of First and McKinley streets and includes nine parcels (Assessor Parcel Numbers 111-43-007A, 111-43-006A, 111-43-005A, 111-43-060, 111-43-059, 111-43-058, 111-43-063, 111-43-062, 111-43-061).

Council District: 7

**Previous Council Action**

The item was recommended for approval by the Economic Development and Equity Subcommittee at the March 22, 2023 meeting by a vote of 4-0.

**Responsible Department**

This item is submitted by Interim Deputy City Manager John Chan and the Community and Economic Development Department.



## **1016 N. 2nd St. Parcel Disposition and Redevelopment - Authorization to Issue Solicitation**

Request City Council to authorize the City Manager, or his designee, to issue a Request for Proposals (RFP) for the disposition and redevelopment of City-owned property located at 1016 N. 2nd St. and to begin negotiations with the recommended proposer.

### **Summary**

The City owns 0.4 acres of land at 1016 N. 2nd St. (Site), located on the west side of 2nd Street, mid-block between Portland and Roosevelt streets. The Site was acquired by the City in 2004 and is zoned Downtown Code - Evans Churchill West Character Area. The Site currently contains a surface parking lot, which was licensed in January 2023 to Steel & Spark, LLC for the installation of the temporary Sparkbox demonstration project. Staff is recommending issuance of an RFP for disposition and redevelopment of the property to bring a permanent, urban, mixed-use development to the Site.

The RFP will seek competitive proposals to bring appropriately dense development to the Site consistent with the Downtown Code Form Based Zoning Ordinance. The Zoning at this Site provides reduced setbacks and requirements for activating uses facing the street. The Site is located two city blocks from Valley Metro Light Rail and within Roosevelt Row. To capitalize on the Site's location, the RFP will seek proposals with space and design or programmatic elements that support the First Friday Artwalk and the arts community along Roosevelt Row, along with accessibility to the public.

Prior to issuance of the RFP, an appraisal of the Site, which is currently underway, will be completed. Each proposer will be required to offer a value equal to or greater than the Site's appraised value and demonstrate successful completion of at least one vertical development with at least three stories within the last seven years. Proposals that include residential development will also be required to allocate at least 20 percent of the total units as affordable or workforce housing units.

The RFP will include standard terms, conditions and other necessary requirements, and proposals will be evaluated according to the following criteria:

- Concept to Redevelop the Site (0-375 points).
- Return to the City (0-325 points).
- Proposer's Qualifications and Experience (0-300 points).

Staff anticipates the RFP will be issued later this year and be open for at least 60 days. Responsive proposals will be evaluated by a panel that includes City staff and community representatives. Following negotiations with the recommended proposer, business terms will be brought to the full City Council for consideration.

### **Financial Impact**

There is no impact to the General Fund as a result of this action.

### **Public Outreach**

This prospective RFP was presented to the following neighborhood groups on the dates indicated below:

- Roosevelt Row CDC - Feb. 6, 2023.
- Downtown Voices Coalition - Feb. 11, 2023.
- Central City Village Planning Committee - Feb. 13, 2023.
- Evans Churchill Community Association - March 8, 2023.

### **Previous Council Action**

The item was recommended for approval by the Economic Development and Equity Subcommittee at the Feb. 22, 2023 meeting by a vote of 4-0.

### **Location**

The Site includes three individual parcels (Assessor Parcel Numbers 111-36-029A, -029B and -030) and is collectively referred to as 1016 N. 2nd St.  
Council District: 7

### **Responsible Department**

This item is submitted by Interim Deputy City Manager John Chan and the Community and Economic Development Department.



## **Vacant Storefront Improvement Assistance Program (Ordinance S-49574)**

Request to authorize the City Manager, or his designee, to implement the Vacant Storefront Improvement Assistance Program (Program) and enter into agreements as necessary with retail/commercial building owners (Owners), or their designees, to provide financial assistance for public infrastructure improvements (Improvements). Further request authorization for the City Controller to disburse all funds related to this item. Funding for this program will not exceed \$2 million. There is no impact to the General Fund. Funding is available through the City's allocation of the American Rescue Plan Act (ARPA) funding received from the federal government under the City's Neighborhood Sustainability category.

### **Summary**

Prior to the COVID-19 pandemic (Pandemic), the retail market was undergoing several changes leading to a significant increase in retail vacancy. Disruptions such as advances in shopping technology, retailers/brands that had become irrelevant, and shifts in consumer spending behavior all served as a catalyst to a decline in brick-and-mortar retail space occupancy. The Pandemic exacerbated the issues struggling landlords were already experiencing as retailers were forced to close and further change how they did business. Technology advances from e-commerce competitors greatly affected businesses that did not have the technological advances or the funding to pivot and compete with online retailers. Restrictions placed on in-person shopping and services further constrained retailers dependent on their brick-and-mortar spaces. These issues ultimately forced the permanent closure of many businesses, resulting in a significant increase in citywide retail vacancy.

While the Phoenix market has experienced success in Pandemic recovery, premium, minimally challenged and newer retail properties were among the first to be improved and occupied. Challenged commercial retail properties and shopping centers in older, under-served communities continue to experience prolonged vacancy. Many older buildings are good spaces but cannot be used due to infrastructure requirements that are not cost effective or site and building issues, such as no certificate of occupancy, asbestos mitigation, or lack of sprinkler systems, which are required when repurposing older retail buildings that do not have these features. For example, the work that accompanies a fire sprinkler system includes an underground fire line, fire backflow



preventer and a street tap. These are costly items that often deter redevelopment efforts, resulting in prolonged retail vacancy; however, updates and improvements to infrastructure can open up possibilities, as these items increase the allowable area of occupancy without changing the building's construction.

The Vacant Storefront Improvement Assistance Program aims to alleviate these obstacles by providing financial assistance for public infrastructure improvements to support the improvement and occupancy of vacant retail properties and the overall safety of the surrounding community. This will allow retail building owners to remain competitive with improved storefronts while revitalizing and beautifying the surrounding community. Examples of potential public infrastructure items include:

- Sidewalk/street repairs
- Street lights
- Place making signage
- Landscape enhancements/improvements in the right-of-way
- Median installation
- Bus shelter enhancements/improvements
- Water/sewer line installation and/or extension
- Public art installation

The Improvements will either be scheduled for completion by the City's Street Transportation Department (Streets), or other appropriate department(s), for installation or an approved Owner may opt to complete the Improvement directly. Any Improvements completed by an Owner must be in compliance with Planning and Development, Streets and other associated department's standards. The Improvements must comply with Arizona Revised Statutes Title 34. Performance and timeline indicators will be put into place to ensure compliance with ARPA General Rules.

Retail or commercial building owners located in the City who were impacted by the Pandemic and meet one or more of the following eligibility criteria may qualify for the Program:

- 25 percent revenue loss or 10 percent vacancy increase when comparing 2019 to 2020 and 2021; or
- Located in or immediately adjacent to a Qualified Census Tract; or
- Are an adaptive reuse development opportunity created by the Pandemic.

The maximum amount awarded per project will be approximately \$250,000. An

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evaluation panel comprised of City staff will review each application for eligibility and provide a recommendation for approval or denial. The panel will consider costs, location, historic nature of the property, and community benefit. Each approved applicant will enter into a contract with the City to outline the terms and conditions of awarded funds.

**Financial Impact**

Total funding not to exceed \$2 million. There is no impact to the General Fund. Funding is available through the City's allocation of the ARPA funding received from the federal government and is under the City's Neighborhood Sustainability category.

**Concurrence/Previous Council Action**

This item was presented and adopted as part of the American Rescue Plan Act Second Tranche Strategic Plan by the City Council at the April 12, 2022 and June 7, 2022 Policy Meetings.

**Responsible Department**

This item is submitted by Interim Deputy City Manager John Chan, Deputy City Manager Alan Stephenson and the Community and Economic Development Department.



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**Text Amendments to Phoenix City Code Chapter 10A - Phoenix Convention Center (Ordinance G-7102)**

Request for City Council to adopt text amendments to Phoenix City Code Chapter 10A Phoenix Convention Center to remove unnecessary definitions, to clean up use agreement rules, remove section 10A-4, 10A-7, 10A-8, and 10A-9, establish a rental rate and policy schedule and other general administrative updates.

**Summary**

Ordinance G-4675 adopted by City Council Feb. 16, 2005, repealed Chapter 10A in its entirety, with the exception of Section 10A-5. Section 2 (**Attachment A**) of said ordinance adopted a new Chapter 10A. Formerly said chapter pertained to Civic Plaza and derived from Ordinance G-3066 and Ordinance G-3161. Subsequently, Ordinance G-4872, subsection 4-13, adopted March 7, 2007, amended Chapter 10A, in its entirety.

The Ordinance related to this item amends Chapter 10A of the City Code by updating and/or removing definitions, adding rental rates and policy schedule to section 10A-2 Directors Authority. Updating section 10A-3 to remove unnecessary items. It removes section 10A-4 Use Agreement rates which subsequently become the Rental Rate and Policy Schedule. Updates section 10A-6 changing the term cancellation fee to liquidated damages, and other minor corrections, sections 10A-7 and 10A-8 have been removed and are addressed through the contracting process. Section 10A-9 has been removed as it becomes part of the Rental Rate and Policy Schedule. Further, it removes any mention of the Executive Conference Center, updates language from City to Licensor and client to Licensee and other minor grammatical updates/changes.

**Financial Impact**

There is no financial impact to the budget related to these changes.

**Responsible Department**

This item is submitted by Interim Deputy City Manager John Chan and the Phoenix Convention Center Department.

Attachment A

ORDINANCE G-

AN ORDINANCE AMENDING CHAPTER 10A OF THE  
PHOENIX CITY CODE PERTAINING TO CONVENTION  
CENTER AND THEATERS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:

SECTION 1. That the Phoenix City Code, Chapter 10A, entitled  
“Convention Centers and Theaters” is amended as follows:

**Chapter 10A**  
**PHOENIX CONVENTION CENTER**

- 10A-1. Definitions.
- 10A-2. Director’s authority.
- 10A-3. Use agreement rules.
- 10A-4. ~~Use agreement rates.~~
- 10A-45. Deposits.
- 10A-56. Cancellations AND REDUCTIONS IN SIZE.
- 10A-7. ~~Exclusive contractual services.~~
- 10A-8. ~~Merchandise sales.~~
- 10A-9. ~~Parking rates.~~

**10A-1 Definitions.**

*Booking Guidelines.* The guidelines established and agreed upon by the Phoenix Convention Center Department (PCCD) and the Destination Marketing Organization (DMO) to determine whether an event qualifies as a Convention Event and establish

when and how much space may be reserved or contracted for the event and establish when and how much space may be reserved or contracted for the event.

*City.* The City of Phoenix, Arizona, owner and operator of the Phoenix Convention Center, Executive Conference Center, Theatrical Venues and Parking Facilities.

~~*Client.* Any person, firm, association, organization, partnership, company, civic or corporate entity that enters into a use agreement with the City for use of space in the Phoenix Convention Center, Executive Conference Center, theatrical venues or parking facilities.~~

~~*Client support space.* Support space such as loading docks, pre-function and registration areas, show offices and rehearsal, first-aid, dressing, storage and green rooms, may be provided subject to availability.~~

~~*Concessions.* Food and beverage sales at fixed and portable outlets in the Phoenix Convention Center, Executive Conference Center and theatrical venues.~~

~~*Convention Center.* The Phoenix Convention Center West (excluding the executive conference center), North and South Buildings and their grounds up to the property lines.~~

~~*Convention Event.* An event where attendance is generally limited by invitation or registration and the number of room nights is sufficient to qualify the event as a convention under the prevailing Booking Guidelines.~~

~~*Dark Day.* A day for which a client has leased the space, but there is no client activity scheduled.~~

~~*Destination Marketing Organization (DMO)* – A contractor hired by the City that provides marketing, solicitation and booking of regional, national and international conventions and tradeshows, and promotes tourism business for PCCD.~~

~~*Director.* THE Director, or authorized delegate, of PCCD.~~

~~*Event Day OR DATE OF EVENT.* Part or all of a calendar day identified in a Use Agreement when the Convention Center, Executive Conference Center or theatrical venues are occupied by the Client LICENSEE, LICENSEE'S client's exhibitors, contractors, delegates, paid attendees, or invited guests.~~

~~*Executive Conference Center.* The boardroom, lecture hall and meeting rooms located on the 200 level of the Convention Center West Building featuring built-in audiovisual technology, and high-end furnishings.~~

~~*Exhibit Halls* – West and North Halls 1, 2, 3, 4, 5 and 6; North Halls A, B, C, D and E; and South Halls F and G.~~

**FACILITY GUIDE.** A DOCUMENT THAT GOVERNS THE USE OF THE CONVENTION CENTER, THEATRICAL VENUES AND PARKING FACILITIES, AUTHORIZED BY THE DIRECTOR.

**LICENSOR.** THE CITY, IN ITS CAPACITY AS OWNER AND OPERATOR OF THE PHOENIX CONVENTION CENTER, THEATRICAL VENUES AND PARKING FACILITIES.

**LICENSEE.** ANY PERSON, FIRM, ASSOCIATION, ORGANIZATION, PARTNERSHIP, COMPANY, CIVIC OR CORPORATE ENTITY THAT ENTERS INTO A USE AGREEMENT WITH THE LICENSOR FOR USE OF SPACE IN THE PHOENIX CONVENTION CENTER, THEATRICAL VENUES OR PARKING FACILITIES.

**Merchandise sales.** The sale of any items including, but not limited to, t-shirts, cds, dvds, photos, books and other merchandise in conjunction with an event at the convention center, ~~Executive Conference Center~~ and OR theatrical venues.

~~**Multipurpose rooms.** West Building Rooms 301 A, B, C and D and South Ballroom.~~

**Net Square Footage.** The estimated usable space, which is calculated by multiplying the gross square footage by 50-percent.

**Non-Convention Event.** Any event that does not meet the definition of a Convention Event.

**Non-Event Day.** Part or all of a calendar day that is utilized by a client LICENSEE for move-in or move-out, dark day or other activities related to an event that are normally closed to the LICENSEE'S client's delegates, paid attendees or invited guests.

~~**NORTH BALLROOM**—North Building Rrooms 120 A, B, C and D.~~

~~**Operating Policies and Procedures** (also referred to as facility guide). The rules governing use of the Convention Center, Executive Conference Center, theatrical venues and parking facilities, authorized by the Director.~~

**Parking Facilities.** The parking lots, garages and other. Parking areas under the management of PCCD.

**Performance.** The presentation of an entertainment or artistic event, competition or ceremony before an audience. Examples include, but are not limited to, musicals, plays, concerts and graduations.

**Phoenix Convention Center Department (PCCD).** The department of the City of Phoenix responsible for the management of the Phoenix Convention Center, ~~Executive Conference Center~~, theatrical venues and parking facilities.

**RENTAL RATES AND POLICY SCHEDULE.** A PUBLISHED DOCUMENT THAT INCLUDES RATES AND POLICY FOR RENTAL OF FACILITIES.

**SEASONAL RATE.** THE RATE PROVIDED WHEN ANY OF THE CONTRACTED DATES FALL WITHIN THE PERIOD OF MEMORIAL DAY TO LABOR DAY.

**SPACE RENTAL CHARGES.** THE CHARGES LISTED IN EXHIBIT A OF THE CONTRACT WITHOUT ACCOUNTING FOR ANY DISCOUNTS OR ADJUSTMENTS LISTED IN THE ADJUSTMENTS AND WAIVERS SECTION OF EXHIBIT A. FOR EXAMPLE, IF THE CONTRACT BETWEEN LICENSEE AND LICENSOR INCLUDES AN ADJUSTMENT OR DISCOUNT BASED ON FOOD AND BEVERAGE SALES/EXPENDITURES OR DIRECTOR WAIVER, THE TOTAL SPACE RENTAL CHARGES WILL NOT BE REDUCED BY ANY SUCH ADJUSTMENT/DISCOUNT WHEN CALCULATING THE TOTAL SPACE RENTAL CHARGES.

**SUPPORT SPACE.** LOADING DOCKS, PRE-FUNCTION AND REGISTRATION AREAS, SHOW OFFICES AND REHERSAL, FIRST-AID, DRESSING, STORAGE AND GREEN ROOMS, MAY BE PROVIDED SUBJECT TO AVAILABILITY.

*Theatrical venues* (also referred to as theaters). The Orpheum Theatre and Symphony Hall.

*Use Agreement.* A written contract between the City of Phoenix LICENSOR and a Client LICENSEE for the use of space in the Convention Center, Executive Conference Center or theatrical venues.

#### **10A-2 Director's authority.**

- A. The Director is delegated the responsibility and authority to manage and operate the Convention Center, Executive Conference Center, theatrical venues and parking facilities. The Director's authority includes the authority to develop, amend, substitute, supplement and institute operating policies and procedures, FACILITY GUIDE, AND RENTAL RATES AND POLICY SCHEDULE as the Director deems necessary and appropriate for the staging and performance of events in, and other uses of, FOR the Convention Center, Executive Conference Center, theatrical venues and parking facilities. The operating policies and procedures include policies and procedures regarding: (1) the operation of the Convention Center structures and surrounding property; (2) the type of labor, equipment and services that the City LICENSOR offers in support of an event and the fee charged for such support; (3) a description of the services and equipment included in the basic use agreement rates; and (4) security requirements.
- B. The Director is hereby authorized to enter into Use Agreements with clients LICENSEES for the staging and presentation of events and performances PERFORMANCES in the Convention Center, Executive Conference Center and theatrical venues PCCD that, in the Director's judgment, will best serve the economic interests of the LICENSOR City and the State.
- C. As may be required to meet competitive conditions, maximize revenues and economic benefit generated, and best serve the interests of the City LICENSOR and

community, the Director is delegated authority to provide discounts up to 80 percent of the prevailing ~~use agreement~~ RENTAL rates and provide other incentives determined necessary to compete effectively for local, regional, national and international events. Discounts exceeding 80 percent of the prevailing ~~use agreement~~ RENTAL rates require the approval of the City Manager or authorized delegate.

DE. THE DIRECTOR IS AUTHORIZED TO ESTABLISH RENTAL RATE GOALS AND DEVELOP RENTAL RATES FOR THE LICENSOR. THE DIRECTOR MUST MAINTAIN COMPETITIVE RENTAL RATES TO ENSURE LICENSOR'S FACILITIES COMPETE EFFECTIVELY FOR THE CONVENTION, TRADESHOW, CORPORATE, CIVIC, PERFORMING ARTS AND OTHER NON-CONVENTION BUSINESS. THE RATES FOR USE OF THE CONVENTION CENTER, THEATRICAL VENUES AND PARKING FACILITIES ARE INTENDED TO BE COMPETITIVE AND SET WITHIN THE RANGE OF RATES OF SIMILAR COMPETING CONVENTION CENTERS, THEATRICAL VENUES AND PARKING FACILITIES. TO ENSURE THE RENTAL RATES ARE MAINTAINED AT COMPETITIVE LEVELS, THE DIRECTOR MUST CONDUCT A BIENNIAL CONVENTION CENTER SURVEY.

EF. DIRECTOR MAY DISCOUNT THE RENTAL RATES FOR USE OF SPACE IN THE CONVENTION CENTER, THEATRICAL VENUES AND PARKING FACILITIES IF BANQUETS OR OTHER CATERED FOOD AND BEVERAGE FUNCTIONS ARE HELD ON PREMISES AND THE COMMISSION RECEIVED FOR THE FOOD AND BEVERAGE SERVICE EXCEEDS THE PREVAILING RENTAL RATES.

~~D. PCCD space not delineated in this ordinance may be contracted at a rate set by the Director when the use of the space is in the best interest of the City.~~

### **10A-3 Use agreement rules.**

A. All fees for use of the Convention Center, ~~Executive Conference Center~~, theatrical venues or parking facilities, including labor, services and equipment rental must be paid in U.S. dollars by cash, check, credit card, automated clearing house (ACH) transfer, wire transfer or other manner acceptable to the CITY. All payments WILL be deposited by PCCD, but payment alone will not create a binding agreement until full execution of the use Agreement by the Client and City.

B. If the deposit(s) or balance due is not received by PCCD on the due dates specified in the use agreement, the event may be canceled by the Director without further notice.

~~C. The Client is required to pay the fees established by the Director for labor, services, and equipment provided at the Convention Center, Executive Conference Center, theatrical venues and parking facilities, in effect at the time of the client's event. The client must adhere to the operating policies and procedures in effect at the time of the event.~~



~~CD. Space for events scheduled on a tentative basis in the Convention Center, the Executive Conference Center and theatrical venues event management system may be released at the discretion of the Director.~~

~~E. The Client is required to furnish in writing 30 days prior to first move-in day of the client's event any information requested by PCCD to determine the labor, equipment, special services and utilities that will be necessary for the proper production and management of the Client's event. Failure to provide such information in the time period specified may result in additional fees assessed by PCCD.~~

~~F. Deposits and other payments for use of the Convention Center, Executive Conference Center and theatrical venues are non-refundable except when the City is unable to deliver possession of the facilities as provided in the use agreement, or if otherwise deemed appropriate by the Director.~~

~~G. Use agreement rates for use of space in the Convention Center, Executive Conference Center and theatrical venues may be discounted when banquets or other catered food and beverage functions are held on premises and the commission received for the food and beverage service is equal to or greater than the prevailing use agreement rates.~~

~~H. If the client exceeds the contractual move-in or move-out time in the use agreement, the client will pay the prevailing hourly overtime fees for the excess time.~~

~~I. For all events excluding conventions, 501(c)(3) non-profit organizations whose principal place of business is located in Arizona are entitled to a 20-percent discount off the prevailing use agreement rates.~~

#### **10A-4 Use agreement rates.**

~~A. *Use agreement rate Goals.* The City establishes and maintains competitive use agreement rates to ensure its facilities compete effectively for the convention, tradeshow, corporate, civic, performing arts and other non-convention business.~~

~~B. *Use agreement rate development.* The rates for use of the Convention Center, Executive Conference Center, theatrical venues and parking facilities are intended to be competitive and set within the range of rates of similar competing convention centers, conference centers, theatrical venues and parking facilities. To ensure the use agreement rates are maintained at competitive levels, the Director is delegated authority to conduct a biennial survey of rates charged by similar facilities. For purposes of conducting the biennial convention center survey, the competitive set for the survey will be determined in consultation with DMO. Based upon the survey results, the Director will recommend new rates to the City Council for approval prior to implementation.~~

~~C. *Exhibit hall and multipurpose room inclusions.* Exhibit hall and multipurpose room use agreement rates include the contracted space, adjacent public lobby space (non-exclusive use), general house lighting, heating or air conditioning. For any additional set-up requirements by client (e.g., general session activity), the director may charge for additional labor and equipment required for space set-up at the rates established in the operating policies and procedures.~~

~~D. *Meeting room, ballroom and Executive Conference Center inclusions.* Meeting room, ballroom and Executive Conference Center use agreement rates include: the contracted space, adjacent public lobby space (non-exclusive use), general house lighting, heating or air conditioning, cleaning, equipment and additional services as outlined in the operating policies and procedures.~~

~~E. *Client support spaces.* Support spaces may be provided to client subject to availability and as agreed upon in the use agreement.~~

~~F. *Event staffing, equipment and services.* Based upon the requirements of the client's event, PCCD will provide the necessary level of event staffing, equipment and services required to effectively produce and manage the event. the fees for staffing, equipment and services are established in the operating policies and procedures.~~

~~G. *Convention events.*~~

~~1. The range of use agreement rates for exhibit halls is intended to provide necessary rate flexibility for the successful marketing and lease of the Convention Center space. the discount that is given on exhibit halls may also be applied to the multipurpose rooms, ballroom and meeting rooms. the final use agreement rate for each event is subject to Director's approval.~~

~~2. *Seasonal rate.* A seasonal discount of 33 percent will be given to the entire event when any of the contracted dates fall within the period of Memorial Day to Labor Day.~~

~~3. Conventions with exhibits will receive complimentary non-exhibit areas equal to approximately 33 percent of the total leased and occupied exhibit areas utilized by the Client.~~

~~4. *Non-Event Days.*~~

~~a. *Exhibit halls, multipurpose rooms and south building meeting rooms.* the City will provide the client with complimentary non-event days equal to the number of event days for exhibit halls, multipurpose rooms and South Building meeting rooms when these rooms are used for exhibits.~~

~~i. For any non-event day exceeding the total number of complimentary non-event days the rate is 50 percent of the prevailing event day rate.~~

ii. If the space is not used for exhibits, the rate for any non-event day is 50 percent of the prevailing event day rate.

b. ~~North Ballroom and meeting rooms.~~ The rate for any non-event day is 50 PERCENT of the prevailing Event Day rate.

5. ~~Use agreement discount for banquets and catering.~~ To meet competitive conditions and maximize food and beverage sales at the Convention Center, the Director is authorized to provide an incentive to a Convention Event based on the chart below of gross banquet and catering sales guaranteed to be held in facilities managed by PCGD.

<del>*Gross Banquet/ and Catering Sales *</del>	<del>Use Agreement Rate Discount</del>
<del>\$0 to 150,000</del>	<del>0%</del>
<del>\$150,001 to \$250,000</del>	<del>10%</del>
<del>\$250,001 to \$350,000</del>	<del>15%</del>
<del>\$350,001 to \$500,000</del>	<del>20%</del>
<del>\$500,001 to \$650,000</del>	<del>25%</del>
<del>\$650,001 and above</del>	<del>30%</del>

~~\*Excluding applicable sales taxes, administrative charges, service charges, gratuities, and food and beverage sales generated from fixed and portable concession stands during Client's event.~~

6. ~~Convention Center use agreement rate schedule for conventions:~~

a. ~~Exhibit Halls — West, North and South buildings.~~

<del>CALENDAR YEARS</del>	<del>EVENT DAY NET SQUARE FOOTAGE RATE</del>
<del>2013-2014</del>	<del>\$0.25 TO \$0.29</del>
<del>2015-2016</del>	<del>\$0.27 TO \$0.31</del>
<del>2017-2018</del>	<del>\$0.28 TO \$0.32</del>
<del>2019-2020</del>	<del>\$0.30</del>
<del>2021-2022</del>	<del>\$0.31</del>
<del>2023-2024</del>	<del>\$0.32</del>
<del>2025-2026</del>	<del>\$0.33</del>

b. ~~Multipurpose rooms — West and South buildings.~~

<del>CALENDAR YEARS</del>	<del>EVENT DAY NET SQUARE FOOTAGE RATE</del>
<del>2013-2014</del>	<del>\$0.25 to \$0.29</del>

<b>CALENDAR YEARS</b>	<b>EVENT DAY NET SQUARE FOOTAGE RATE</b>
2015-2016	\$0.27 to \$0.31
2017-2018	\$0.28 to \$0.32
2019-2020	\$0.30
2021-2022	\$0.31
2023-2024	\$0.32
2025-2026	\$0.33

*c. North Ballroom.*

<b>CALENDAR YEARS</b>	<b>PerEVENT DAY Net Square Foot Fee For Event DayFOOTAGE RATE</b>
2013-2014	.\$ 0.31
2015-2016	\$0.34
2017-2018	\$0.35
2019-2020	\$0.36
2021-2022	\$ 0.37
2023-2024	\$ 0.38
2025-2026	\$ 0.39

*d. Meeting rooms. Meeting room use agreement rate is a flat rate.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY ROOM RATE</b>
2013-2014	\$300
2015-2016	\$325
2017-2018	\$350
2019-2020	\$375
2021-2022	\$400
2023-2024	\$425
2025-2026	\$450

*H. Nonconvention events.*

1. *Non-Event Days*— *Exhibit halls, multipurpose room, meeting room and the use agreement rate for any non-event days is 50 percent of the prevailing event day use agreement rate.*

2. *Convention Center use agreement rate schedule for nonconventions.*

a. *Exhibit halls – West, North and South Buildings.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY NET SQUARE FOOTAGE RATE</b>
2013-2014	\$0.17
2015-2016	\$0.18
2017-2018	\$0.19
2019-2020	\$0.20
2021-2022	\$0.21
2023-2024	\$0.22
2025-2026	\$0.23

b. *Multipurpose rooms – West and South Buildings.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY NET SQUARE FOOTAGE RATE</b>
2013-2014	\$ 0.31
2015-2016	\$ 0.34
2017-2018	\$ 0.35
2019-2020	\$ 0.36
2021-2022	\$ 0.37
2023-2024	\$ 0.38
2025-2026	\$ 0.39

c. *North Ballroom.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY NET SQUARE FOOTAGE RATE</b>
2013-2014	\$ 0.31
2015-2016	\$ 0.34
2017-2018	\$ 0.35
2019-2020	\$ 0.36
2021-2022	\$ 0.37
2023-2024	\$ 0.38
2025-2026	\$ 0.39

d. *Meeting rooms. Meeting room use agreement rate is a flat rate.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE</b>
2013-2014	\$300

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE</b>
2015-2016	\$325
2017-2018	\$350
2019-2020	\$375
2021-2022	\$400
2023-2024	\$425
2025-2026	\$450

*I. Executive Conference Center.*

1. ~~If Executive Conference Center space is contracted as part of a convention, the terms and conditions from Section 10A-4.G.1-5, will apply to the Executive Conference Center space.~~

2. ~~Executive Conference Center meeting rooms are categorized by size and type, as follows:~~

a. ~~Standard— West Building Rooms 202, 203, 204, 205, 206 AND 208 (A or B).~~

b. ~~Large— West Building Rooms 201 boardroom and 211 (A or B), 212 (A, B or C) and 213 (A or B).~~

c. ~~Lecture hall— West Building Room 207.~~

3. ~~Non-event days. The rate for all non-event days is 50 percent of the event day rate.~~

4. ~~Executive Conference Center use agreement rate schedule.~~

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE – STANDARD</b>	<b>EVENT DAY RATE – LARGE</b>	<b>EVENT DAY RATE –</b>
2013-2015	\$250	\$400	\$2,500
2016-2019	\$275	\$450	\$2,750
2020-2022	\$300	\$500	\$3,000
2023-2026	\$325	\$550	\$3,250

*J. Third Street outdoor meeting space.*

1. ~~Third Street outdoor meeting space refers to the outdoor area bounded by Monroe Street, North Building, Washington Street and West Building. This area may be closed and contracted for events. Use must not interfere with other~~

events at the Phoenix Convention Center, Executive Conference Center of Symphony Hall.

2. The use agreement rate for the Third Street outdoor meeting space is \$5,000 per day. This rate is for space only.

K. *West Building atrium.*

1. The atrium of the Phoenix Convention Center West Building may be contracted for events. Use must not interfere with other events at the Phoenix Convention Center, Executive Conference Center or Symphony Hall.

2. The use agreement rate for the West Building atrium is \$1,500 per day. This rate is for space only.

L. *Theatrical venues.*

1. *Open Rehearsals.* Any activity in the facility with 20 or more persons not directly engaged in the production of the event will be charged at the event day rate.

2. *Non-event days.* The rate for non-event days is 50 percent of the event day rate.

3. *Multi-performance rate.* The rate for additional performances on the same day is 50 percent of the event day rate for each additional performance.

4. *Theatrical venues use agreement rates.*

a. *Symphony Hall.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE</b>
2013-2014	\$3,470
2015-2016	\$3,470
2017-2018	\$3,600
2019-2020	\$3,700
2021-2022	\$3,800
2023-2024	\$3,900
2025-2026	\$4,000

b. *Orpheum Theatre.*

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE</b>
2013-2014	\$2,050

CALENDAR YEARS	EVENT DAY RATE
2015-2016	\$2,050
2017-2018	\$2,100
2019-2020	\$2,150
2021-2022	\$2,200
2023-2024	\$2,250
2025-2026	\$2,300

**10A-54 Deposits.**

- A. A deposit of 25 percent of the total use agreement rate for use of the Convention Center, Executive Conference Center and theatrical venues is due and payable upon execution of the Use Agreement. The Director may grant an exemption from the standard deposit requirements provided a nominal deposit, as determined by the Director, is paid as consideration for reserving the space. client must pay all remaining use agreement charges and event expenses prior to the first move-in day for their event. any use agreement charge or service fee remaining unpaid after the due date, will accrue interest at the rate of 1.5 percent-per month from the due date until payment has been received by PCCD. Additionally, overdue deposits may result in cancellation of the Use Agreement as provided in Section 10A-3.
- B. If hotels or DMO are booking and paying part or all fees on behalf of a Convention Event Client, the Director may grant an exemption from the standard deposit requirements; provided, a nominal deposit, as determined by the Director, is paid as consideration for reserving the space. all charges and service fees are due and payable no later than 30 days from date of invoice.
- C. The Director may accept a deposit to reserve space for an event earlier than the date that the booking guidelines permit entering into a use agreement.

**10A-56 Cancellations AND REDUCTIONS IN SIZE.**

- A. *Conventions.* Cancellation a convention MUST BE SUBMITTED IN WRITING TO THE DIRECTOR. THE RENTAL NOTIFICATION IS DEEMED CANCELED ON THE DATE THE DIRECTOR RECEIVES THE CANCELLATION. ~~will~~ THE LICENSEE WILL BE LIABLE FOR LIQUIDATED DAMAGES (AND NOT A PENALTY) AS OUTLINED BELOW ~~result in the following cancellation fees:~~
  1. IF THE RENTAL IS CANCELED ~~F~~from the date of contract signing to 36 months prior to first contracted date OF THE EVENT, the ~~cancellation~~ LIQUIDATED DAMAGES fee is 25 percent of the total ~~contracted use agreement~~ SPACE RENTAL charges.
  2. IF THE RENTAL IS CANCELED ~~F~~from 36 months to 24 months prior to the first contracted date OF THE EVENT, the ~~cancellation~~ LIQUIDATED DAMAGES



fee is 50 percent of the total ~~contracted use agreement~~ SPACE RENTAL charges.

3. IF THE RENTAL IS CANCELED ~~W~~within 24 months prior to the first contracted date OF THE EVENT, the ~~cancellation~~ LIQUIDATED DAMAGES fee is 100 percent of the total ~~contracted use agreement~~ SPACE RENTAL charges.

4. IF FOR ANY REASON, LICENSEE REDUCES THE SIZE OF THE LICENSED PREMISES, THE NUMBER OF EVENT DATES, OR OTHERWISE REDUCES THE SCOPE OF THE RENTAL (SHORT OF A FULL CANCELLATION OF THE EVENT), LICENSEE SHALL BE CHARGED AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE TOTAL SPACE RENTAL CHARGES FOR THE RELEASED SPACE AS SET FORTH IN EXHIBIT A OF THE CONTRACT. ADDITIONALLY, LICENSOR WILL REDUCE THE ADJUSTMENTS AND WAIVERS PROPORTIONATELY TO REFLECT THE APPROPRIATE DISCOUNT PERCENTAGE FOR THE REDUCED EVENT.

B. *Nonconventions.* Cancellation of a non-convention event taking place in the Phoenix Convention Center MUST BE SUBMITTED IN WRITING TO THE DIRECTOR. THE RENTAL NOTIFICATION IS DEEMED CANCELED ON THE DATE THE DIRECTOR RECEIVES THE CANCELLATION. ~~or Executive Conference Center will~~ THE LICENSEE WILL BE LIABLE FOR LIQUIDATED DAMAGES (AND NOT A PENALTY) AS OUTLINED BELOW: ~~result in the following cancellation fees:~~

1. IF THE RENTAL IS CANCELED ~~F~~from the date of contract signing to 12 months prior to the first contracted date OF THE EVENT, the ~~cancellation~~ LIQUIDATED DAMAGES fee is 75 percent of the total ~~contracted use agreement~~ SPACE RENTAL charges.

2. IF THE RENTAL IS CANCELED ~~W~~within 12 months prior to the first contracted date OF THE EVENT, the ~~cancellation~~ LIQUIDATED DAMAGES fee is 100 percent of the total ~~contracted use agreement~~ SPACE RENTAL charges.

3. IF FOR ANY REASON, LICENSEE REDUCES THE SIZE OF THE LICENSED PREMISES, THE NUMBER OF EVENT DATES, OR OTHERWISE REDUCES THE SCOPE OF THE RENTAL (SHORT OF A FULL CANCELLATION OF THE EVENT), LICENSEE SHALL BE CHARGED AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE TOTAL SPACE RENTAL CHARGES FOR THE RELEASED SPACE AS SET FORTH IN EXHIBIT A OF THE CONTRACT. ADDITIONALLY, LICENSOR WILL REDUCE THE ADJUSTMENTS AND WAIVERS PROPORTIONATELY TO REFLECT THE APPROPRIATE DISCOUNT PERCENTAGE FOR THE REDUCED EVENT.

C. *Theatrical venues.* Cancellation of an event taking place in the theatrical venues MUST BE SUBMITTED IN WRITING TO THE DIRECTOR. THE RENTAL NOTIFICATION IS DEEMED CANCELED ON THE DATE THE DIRECTOR

RECEIVES THE CANCELLATION. ~~will result in the following cancellation fees: THE LICENSEE WILL BE LIABLE FOR LIQUIDATED DAMAGES (AND NOT A PENALTY) AS OULINED BELOW:~~

1. IF THE RENTAL IS CANCELED ~~F~~from the date of contract signing to six months prior to the first contracted date OF THE EVENT, the ~~cancellation LIQUIDATED DAMAGES~~ fee is 75 percent of the total ~~contracted use agreement SPACE RENTAL~~ charges.
2. IF THE RENTAL IS CANCELED ~~W~~within six months prior to the first contracted date OF THE EVENT, the ~~cancellation LIQUIDATED DAMAGES~~ fee is 100 percent of the total ~~contracted use agreement SPACE RENTAL~~ charges.

~~D. Release of contracted space.~~

1. ~~Conventions.~~ Up to 10 percent of total net square footage of space (excluding exhibit halls), may be released ~~without cancellation fees up to 18 months prior to the first contracted date.~~
2. ~~Nonconventions (excluding theatrical events).~~ Up to 10 percent of total net square footage of space (excluding exhibit halls), may be released ~~without cancellation fees up to six months prior to the first contracted date.~~
3. ~~Contracted space may be modified at any time without cancellation fees, as long as the original contracted use agreement rate does not decrease.~~

~~DE. Cancellation fees.~~ Cancellation fees may be waived if deemed appropriate by the Director.

~~EF. Deposits.~~ Deposits and use agreement payments retained due to cancellation may be refunded if deemed appropriate by the Director.

~~**10A-7 Exclusive contractual services.**~~

~~The following are exclusive services for the convention center, executive conference center, theatrical venues and parking facilities: audio-visual equipment operations (executive conference center only), automated teller machines, banquet and catering, event security (non-convention only), food and beverage concessions, parking, rigging, telecommunication services, theatrical equipment operations, ticketing, ushers and utility services. resale of exclusive services by the client or its agents is prohibited, unless resale of such services enhances service delivery and revenue to PCCD as determined by the Director. Subject to City Council approval, the Director may designate additional services as exclusive when deemed in the best interest of the City.~~

~~**10A-8 Merchandise sales.**~~

- A. ~~Programs, CDs, apparel and other merchandise may be sold in conjunction with the client's event. These sales may be subject to a commission.~~
- B. ~~Conventions may sell and distribute convention-related merchandise to their delegates. These sales are not subject to a commission fee.~~

**10A-9 Parking rates.**

- A. ~~Event parking. The Director is authorized to adjust parking rates within the following ranges based on market conditions.~~

<b>CALENDAR YEARS</b>	<b>EVENT DAY RATE</b>
2013-2014	\$5 TO \$12
2015-2018	\$5 TO \$14
2019-2022	\$6 TO \$16
2023-2026	\$7 TO \$18

- B. ~~During major downtown events, the Director is authorized to increase parking rates by up to 100 percent above the event day rate.~~
- C. ~~Valet parking. The Director is authorized to waive the event day rate when pced-contracted valet services are used.~~
- D. ~~Parking buyouts. In order to secure business, the Director may negotiate a flat rate for an entire garage.~~
- E. ~~Other parking. The Director is authorized to set all other parking rates including, but not limited to, hourly, daily, overnight, monthly, volunteer, reserved and tenant parking, based on current market rates.~~

PASSED by the Council of the City of Phoenix this \_\_\_ day of March, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

BY: \_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

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DRAFT



**Authorization to Apply for FFY 2023 Homeland Security Grant Program Funds (Ordinance S-49626)**

Request to authorize the City Manager, or his designee, to apply for, and accept, if awarded, up to \$5,250,000 from Federal Fiscal Year (FFY) 2023 Department of Homeland Security grant funds that include the Urban Area Security Initiative (UASI) and the State Homeland Security Grant Program (SHSGP) through the Arizona Department of Homeland Security. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse all funds related to this item.

**Summary**

The Department of Homeland Security distributes Homeland Security Grant funds to enhance the ability of regional authorities to prepare, prevent and respond to terrorist attacks and other disasters.

UASI and SHSGP grant funds are used by the Police and Fire departments to purchase equipment and vehicles, conduct training and exercises, perform assessments of critical infrastructure sites, and implement target hardening measures to protect critical infrastructure. Programs funded under the Homeland Security Grant Program include Terrorism Liaison Officer Program, Community Emergency Response Teams, Rapid Response Task Force, and the Metropolitan Medical Response System.

The Fire and Police departments have received Homeland Security Grant awards since 2003. In 2022 the grant awards from UASI and SHSGP was \$4,250,000 and \$1,000,000, respectively, for a total of \$5,250,000. The 2023 grant awards are expected to be similar.

**Contract Term**

The grant period of performance begins Sept. 1, 2023, and ends Aug. 31, 2026.

**Financial Impact**

No matching funds are required. Grant funds will be reimbursed through the Arizona Department of Homeland Security and managed through the Fire and Police departments.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Fire and Police departments.



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**Microception for Violent Crimes Bureau - RFA 19-109 - Amendment (Ordinance S-49609)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 150069 with Microception, Inc. to extend contract term. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$18,040.

**Summary**

This contract will provide support for software that is used by the Police Department to conduct digitally recorded interviews related to major felonies and other high-profile cases. A continuation of this support and service is crucial to Police Department operations. Additional time is needed to complete the new procurement and the additional funds will allow for continued service through the extended contract term.

This item has been reviewed and approved by the Information Technology Services Department.

**Contract Term**

Upon approval the contract will be extended through April 30, 2024.

**Financial Impact**

Upon approval of \$18,040 in additional funds, the revised aggregate value of the contract will not exceed \$77,080. Funds are available in the Police Department's budget.

**Concurrence/Previous Council Action**

The City Council previously approved this request:

- Microception for Violent Crimes Bureau - Contract 150069 (Ordinance S-45627-40) on May 15, 2019.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Police Department.



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**Aviation Fire Alarm System and Energy Manager Program Maintenance Contract - RFA 23-024 - Request for Award (Ordinance S-49578)**

Request to authorize the City Manager, or his designee, to enter into a contract with Honeywell International, Inc. to provide fire alarm system and energy manager program maintenance services at Phoenix Sky Harbor International Airport. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$2,750,000.

**Summary**

Phoenix Sky Harbor International Airport (Airport) is served exclusively by a Honeywell International, Inc. (Honeywell) fire alarm network, which consists of a proprietary software application known as the Enterprise Building Integrator (EBI) System. The Honeywell fire alarm network is a critical life safety system that encompasses the entire Airport, including the Rental Car Center and the East Economy parking structure, and is designated as the Emergency Response Communications system for the Airport. The EBI system also interfaces with the Access Control and Alarm Monitoring System and the Digital Video Monitoring System.

The fire alarm network is an Underwriter Laboratories listed network that conforms to all fire alarm and building codes. Fire alarm system engineering and programming must be performed by qualified individuals trained by the manufacturer and certified by the National Institute for Certification in Engineering Technologies (NICET). Honeywell will provide Honeywell-trained and NICET-certified staff to perform file maintenance, perform fire alarm panel programming, install software updates and conduct virus detection maintenance.

This item has been reviewed and approved by the Information Technology Services Department.

**Procurement Information**

In accordance with Administrative Regulations 3.10, standard competition was waived as a result of an approved Determination Memo based on Special Circumstances Without Competition. In November 2020 a Request for Information was issued for qualified firms experienced in the deployment and support for fire alarm management,



monitoring, and energy management solutions in medium to large airports. It was determined that replacement of the system would be cost prohibitive at approximately \$50,000,000.

**Contract Term**

The contract will begin on or about May 1, 2023, for a five-year term with no options to extend.

**Financial Impact**

The total contract value will not exceed \$2,750,000 for the five-year contract term.

Funding is available in the Aviation Department's operating budget.

**Location**

Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road, Phoenix, AZ  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



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**Terminal Airport Advertising Concessions Contract Term Extension (Ordinance S-49579)**

Request to authorize the City Manager, or his designee, to amend the Terminal Advertising Program Concession Lease 135006 with Lamar Airport Advertising Company, formerly known as Lamar Alliance Airport Advertising Company, to extend the term for three additional years with the Aviation Department.

**Summary**

In January 2021, Phoenix City Council authorized the Aviation Department to extend the airport food and beverage, and retail concessionaire leases an additional three years as part of the relief efforts to offset the financial impact of the COVID-19 pandemic. The Terminal Advertising Program Concession Lease 135006 (Lease) with Lamar Airport Advertising Company (Lamar) was inadvertently omitted from the other airport concessionaire lease extensions. The Lease is set to expire on May 31, 2023. Similar to other Aviation Department airport concessionaires, Lamar experienced an unprecedented decline in sales and revenue due to the impact of reduced passenger activity - down 41 percent in 2020 and 37 percent in 2021, as well as the cancellation of approximately 50 advertising contracts.

As part of the current Lease, Lamar has contracts with two local small business Airport Concession Disadvantaged Business Enterprise (ACDBE) partners to provide support services. Throughout the financial strains experienced in 2020 and 2021, Lamar maintained these contractual agreements with their ACDBE partners and retained 100 percent of their staffing personnel with no layoffs, furloughs, or reduction of staffing levels. Additionally in June 2020, Lamar completed their required capital investment in mid-term equipment refurbishment in Terminal 3 and Terminal 4 by installing new digital displays and fixtures.

A three-year contract extension is consistent with recent guidance by the Federal Aviation Administration Office of Civil Rights that eased the pre-authorization requirement on concession contract extensions if the extension does not exceed three years.

**Contract Term**

The term will be extended for three additional years, expiring on May 31, 2026. The amendment will include non-discrimination language requirements and equal pay commitments consistent with the other Aviation Department airport concessionaire contracts.

**Financial Impact**

Lamar will continue to pay rent at the Minimum Annual Guarantee of \$3,100,000, or percent rent based on gross sales, whichever is greater.

Extending the term of the Lease for three years will result in no additional cost to the Aviation Department.

**Concurrence/Previous Council Action**

The City Council approved:

- Lease 135006 (Ordinance S-39260) on Oct. 17, 2012;
- Lease 135006 - Amendment (Ordinance S-46708) on June 8, 2020;
- Lease 135006 - Amendment (Ordinance S-46836) on July 1, 2020;
- Lease 135006 - Amendment (Ordinance S-47197) on Dec. 16, 2020.

**Location**

Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road  
Deer Valley Airport, 702 W. Deer Valley Road  
Goodyear Airport, 1658 S. Litchfield Road, Goodyear, AZ  
Council Districts: 1, 8, and Out of City

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



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**Tal Wi Wi Ranch Water Distribution System Maintenance and Operation Services Contract - RFP 23-014 - Request for Award (Ordinance S-49585)**

Request to authorize the City Manager, or his designee, to enter into a contract with Blue World Construction, Inc. to provide water distribution system maintenance and operation services at the Tal Wi Wi Ranch site. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$500,000.

**Summary**

This contract will provide specific tasks for the operation and maintenance of a water distribution system owned by the City of Phoenix Aviation Department (Aviation) at the Tal Wi Wi Ranch site. The water distribution system provides water to fewer than 25 people at six residential and office locations at Tal Wi Wi Ranch site. These services are essential for the safety of this community and to ensure compliance and in accordance with Arizona Administrative Code, Title 18, Environmental Quality, Chapter 4, Department of Environmental Quality Safe Drinking Water.

**Procurement Information**

In accordance with Administrative Regulation 3.10, a Request for Proposal was issued. One vendor submitted a proposal deemed responsive and responsible. An evaluation committee evaluated the offer based on the following criteria with a maximum possible point total of 1,000:

- Firm Experience and Qualifications (0-350 points)
- Method of Approach (0-300 points)
- Staff Experience and Qualifications (0-200 points)
- Pricing (0-150 points)

After reaching consensus, the evaluation committee recommends award to the following vendor:

Blue World Construction, Inc.

**Contract Term**

The contract will begin on or about June 1, 2023, for a three-year term with two one-year options to extend.

**Financial Impact**

The total contract value not exceed \$500,000 for the five-year contract term.

Funding is available in the Aviation Department's budget.

**Concurrence/Previous Council Action**

The Business and Development Subcommittee (BDSC):

- Recommended approval of this item, by a vote of 3-0, and  
The Phoenix Aviation Advisory Board (PAAB):
- Recommended approval of this item, by a vote of 6-0.

**Location**

9801 N. Litchfield Road, El Mirage, AZ  
Council District: Out of City

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



**Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 1 Airfield Services - Engineering Services - AV08000086 FAA (Ordinance S-49588)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Kimley-Horn and Associates, Inc. to provide Engineering Services that include program validation, design, and possible construction administration and inspection services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 1 Airfield Services project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$3,636,000.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits and requests for utility services relating to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of this project is to reconstruct an airfield vehicle and pedestrian access gate to replace the existing Gate 141, redevelop the American Airlines mail sort facility named C-Point and improve the vehicle service roads to provide inter-terminal passenger bus service between Terminal 3 and Terminal 4 of Phoenix Sky Harbor International Airport.

Kimley-Horn and Associates, Inc.'s services include, but are not limited to: coordinate all permits, approvals and utility location; prepare monthly progress reporting; perform all design services including integrated technology specialties; collaborate with

Construction Manager at Risk (CMAR); verify Leadership in Energy and Environmental Design requirements and certification level; develop and submit drawings and specifications for all phases of design; collaborate with the City to meet project requirements for scope, budget and schedule; address stakeholder and CMAR design/constructability review comments from milestone reviews; prepare cost estimates and reconcile with CMAR construction cost estimates; perform value engineering; make presentations to stakeholders; prepare and submit FAA monthly construction progress reports; and during construction, respond to Requests for Information; review and validate CMAR change notifications and change orders; participate in Operational Readiness Activation and Transition meetings; perform field inspections and prepare reports to ensure compliance with the project plans and specifications; participate in warranty inspection; and provide other services as needed for a complete project.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Four firms submitted proposals and are listed below.

#### Selected Firm

Rank 1: Kimley-Horn and Associates, Inc.

#### Additional Proposer

Rank 2: HDR Engineering, Inc.

Rank 3: Stantec Consulting Services, Inc.

Rank 4: TRACE Consulting, LLC

### **Contract Term**

The term of the agreement is five years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Kimley-Horn and Associates, Inc. will not exceed \$3,636,000, including all subconsultant and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Aviation Department anticipates grant funding for a portion of this project.

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The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Location**

3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.





**Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 3 Airport Concourse - Architectural Services - AV08000087, AV13000003 FAA (Ordinance S-49589)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Hellmuth, Obata & Kassabaum, Inc., dba HOK to provide Architectural Services that include program validation, design, and possible construction administration and inspection services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 3 Airport Concourse project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$30.7 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits and requests for utility services relating to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of this project is to develop a new six-gate, two level airport concourse at Terminal 3 of Phoenix Sky Harbor International Airport to accommodate operations for airlines, passengers and airport staff. The planned work will include an aircraft apron to accommodate six Airplane Design Group III aircraft that may service two Airplane Design Group V via two-for-one exchange; a connector bridge between the existing and new concourse to facilitate passenger movement with moving walkways; and one or more passenger bus lobbies at Terminal 4 north concourses to facilitate passageway or a tunnel to facilitate inter-terminal passenger connections between Terminal 3 and Terminal 4.

Hellmuth, Obata & Kassabaum, Inc., dba HOK's services include, but are not limited to: coordinate all permits, approvals and utility location; prepare monthly progress reporting; perform all design services under this contract; provide design team to deliver complete project including integrated technology specialties; collaborate with the selected Construction Manager at Risk (CMAR); verify Leadership in Energy and Environmental Design requirements and certification level; develop and submit drawings and specifications for all phases of design; collaborate with the City to meet project requirements for scope, budget and schedule; address stakeholder and CMAR design/constructability review comments from milestone reviews; prepare cost estimates and reconcile with CMAR construction cost estimates; perform value engineering; make presentations to stakeholders; prepare and submit FAA monthly construction progress reports; and during construction, respond to Requests for Information; review and validate CMAR change notifications and change orders; participate in Operational Readiness Activation and Transition meetings; perform field inspections and prepare reports to ensure compliance with the project plans and specifications; participate in warranty inspection; and provide other services as needed for a complete project.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Four firms submitted proposals and are listed below.

#### Selected Firm

Rank 1: Hellmuth, Obata & Kassabaum, Inc., dba HOK

#### Additional Proposers

Rank 2: DWL Architects+Planners, Inc.

Rank 3: M. Arthur Gensler Jr. and Associates, Inc.

Rank 4: Stantec Consulting Services, Inc.

### **Contract Term**

The term of the agreement is five years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The agreement value for Hellmuth, Obata & Kassabaum, Inc., dba HOK will not exceed \$30.7 million, including all subconsultant and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Aviation Department anticipates partial grant funding for this project. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Location**

2485 E. Buckeye Road  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.



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**Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 1 Airfield Services - Construction Manager at Risk Preconstruction Services - AV08000086 FAA (Ordinance S-49590)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Kiewit Infrastructure West Co., to provide Construction Manager at Risk Preconstruction Services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 1 Airfield Services project. Further request to authorize execution of amendments to the agreement as necessary within the City Council-approved expenditure authority as provided below and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$569,000.

**Summary**

The purpose of this project is to reconstruct an airfield vehicle and pedestrian access gate to replace the existing Gate 141, redevelop the American Airlines mail sort facility named C-Point, and improve the vehicle service roads to provide inter-terminal passenger bus service between Terminal 3 and Terminal 4 of Phoenix Sky Harbor International Airport.

Kiewit Infrastructure West Co., will begin in an agency support role for Construction Manager At Risk Preconstruction Services. Kiewit Infrastructure West Co., will assume the risk of delivering the project through a Guaranteed Maximum Price agreement.

Kiewit Infrastructure West Co.'s Preconstruction Services include, but are not limited to: detailed cost estimating and knowledge of marketplace conditions; project planning and scheduling; construction phasing and scheduling that will minimize interruption to airport and stakeholder operations; construction phasing that matches grant funding amounts; provide alternate systems evaluation and constructability studies; advise the City on ways to gain efficiencies in project delivery; provide long-lead procurement studies and initiate procurement of long-lead items; assist in the permitting processes, and protect the owner's sensitivity to quality, safety and environmental factors; and participate with the City in a process to establish a Small Business Enterprise goal for the project.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Three firms submitted proposals and are listed below.

#### Selected Firm

Rank 1: Kiewit Infrastructure West Co.

#### Additional Proposers

Rank 2: Sundt Construction, Inc.

Rank 3: J. Banicki Construction, Inc.

### **Contract Term**

The term of the agreement is five years from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Kiewit Infrastructure West Co. will not exceed \$569,000, including all subcontractor and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Aviation Department anticipates partial grant funding for this project. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Location**

2485 E. Buckeye Road  
Council District: 8

### **Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.



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**Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 3 Airport Concourse - Construction Manager at Risk Preconstruction Services - AV08000087, AV13000003 FAA (Ordinance S-49591)**

Request to authorize the City Manager, or his designee, to enter into an agreement with McCarthy Building Companies, Inc. to provide Construction Manager at Risk Preconstruction Services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Package 3 Airport Concourse project. Further request to authorize execution of amendments to the agreement, as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$4,797,000.

**Summary**

The purpose of this project is to develop a new six-gate, two level airport concourse at Terminal 3 of Phoenix Sky Harbor International Airport to accommodate operations for airlines, passengers and airport staff. The planned work will include an aircraft apron to accommodate six Airplane Design Group III aircrafts that may service two Airplane Design Group V via two-for-one exchange; a connector bridge between the existing and new concourse to facilitate passenger movement with moving walkways; and one or more passenger bus lobbies at Terminal 4 north concourses to facilitate passageway or a tunnel to facilitate inter-terminal passenger connections between Terminal 3 and Terminal 4.

McCarthy Building Companies, Inc. will begin in an agency support role for Construction Manager at Risk Preconstruction Services. McCarthy Building Companies, Inc. will assume the risk of delivering the project through a Guaranteed Maximum Price agreement.

McCarthy Building Companies, Inc.'s Preconstruction Services include, but are not limited to: detailed cost estimating and knowledge of marketplace conditions; project planning and scheduling; construction phasing and scheduling that will minimize interruption to airport and stakeholder operations; construction phasing that matches grant funding amounts; provide alternate systems evaluation and constructability studies; advise the City on ways to gain efficiencies in project delivery; provide long-lead procurement studies and initiate procurement of long-lead items; assist in the

permitting processes and protect the owner's sensitivity to quality, safety and environmental factors; and participate with the City in a process to establish a Small Business Enterprise goal for the project.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Five firms submitted proposals and are listed below.

#### Selected Firm

Rank 1: McCarthy Building Companies, Inc.

#### Additional Proposers

Rank 2: Hensel Phelps Construction Co.

Rank 3: Austin Commercial, LP

Rank 4: Hunt Construction Group, Inc. dba AECOM Hunt

Rank 5: The Weitz Company, LLC

### **Contract Term**

The term of the agreement is five years from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for McCarthy Building Companies, Inc. will not exceed \$4,797,000, including all subcontractor and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Aviation Department anticipates partial grant funding for this project. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Location**

2485 E. Buckeye Road

Council District: 8

**Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.





## **Ground Lease with Mesa Airlines, Inc. (Ordinance S-49599)**

Request to authorize the City Manager, or his designee, to amend Ground Lease Agreement 134356 with Mesa Airlines, Inc. at Phoenix Sky Harbor International Airport to extend the lease to Dec. 31, 2027, with three one-year options to extend the term.

### **Summary**

Mesa Airlines, Inc. (Mesa) has leased a corporate hangar and contiguous ramp space at Phoenix Sky Harbor International Airport (PHX) under the current ground lease since 2012. The ground lease is on its fourth and final extension and is scheduled to expire on Sept. 30, 2023. Mesa uses the hangar and ramp space for maintenance of their fleet of regional jets. Mesa currently flies regional jets through PHX on routes for American Airlines, but the air carriers are winding down their relationship within the next year. Mesa intends to allocate aircraft and pilots in a new partnership with United Airlines, Inc. Mesa has asked to extend the lease to Dec. 31, 2027, with three one-year options to extend.

### **Contract Term**

The term will be extended, expiring Dec. 31, 2027, with three one-year options to extend that may be exercised at the sole discretion of the Director of Aviation Services.

### **Financial Impact**

Annual rent for the first year of the extension for the hangar and apron will be approximately \$414,879 and will be adjusted per the Phoenix-Mesa-Scottsdale Consumer Price Index (CPI) at the beginning of the calendar year for each year of the extension. Total anticipated rent from this lease over the term, if all options are exercised, will be approximately \$3,007,872, not including CPI.

### **Concurrence/Previous Council Action**

The City Council approved:

- Ground Lease 134356 (Ordinance S-38371) on Dec. 14, 2011; and
- Ground Lease 134356 - Amendment (Ordinance S-44612) on May 16, 2018.

The Business and Development Subcommittee recommended approval of this item on

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March 2, 2023 by a vote of 3-0.

The Phoenix Aviation Advisory Board recommended approval of this item on March 16, 2023 by a vote of 6-0.

**Location**

Phoenix Sky Harbor International Airport - 3949 E. Air Lane

Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



## **Civil Air Patrol Lease Extension at Phoenix Deer Valley Airport (Ordinance S-49625)**

Request to authorize the City Manager, or his designee, to execute an amendment to extend a hangar lease with Civil Air Patrol (CAP) for five years with two one-year options at Phoenix Deer Valley Airport (DVT).

### **Summary**

CAP leases a corporate hangar at DVT of approximately 6,000 square feet under the terms of Corporate Hanger Lease Agreement 136822. CAP is a non-profit United States Air Force Auxiliary which provides aviation-related education and flight training to local youth and adults to assist federal and local state authorities in the event of local and national emergencies. CAP uses the hangar facility in support of its non-profit and non-commercial mission, which includes aerial search and rescue, humanitarian aid services, and a cadet program that introduces cadets to aviation.

CAP has been a tenant at DVT since 1989 and leases the hangar facility for one dollar per year consistent with FAA regulations recognizing CAP as a not-for-profit aviation organization and the direct benefits of CAP unit to DVT and to the aviation community.

### **Contract Term**

The term will be for five years with two one-year options to extend, which may be exercised by the Director of Aviation Services. Provisions of the amendment will include an option for CAP to extend the term for an additional five years if CAP invests a minimum of \$1 million to expand or modernize the hangar.

### **Financial Impact**

Rent for the lease will remain at \$1 per year, which is consistent with rent CAP pays at other airport locations in Arizona. Total rent under the maximum aggregate term of the lease will be \$12.

### **Concurrence/Previous Council Action**

City Council previously approved:

- Lease Agreement 136822 (Ordinance S-39339) on Nov. 7, 2012;

- Extension of Lease Agreement 136822 (Ordinance S-46174) on Nov. 20, 2019;
- The Phoenix Aviation Advisory Board, Business and Development Subcommittee recommended approval of this item on March 2, 2023 by a vote of 3-0;
- The Phoenix Aviation Advisory Board recommended approval of this item on March 16, 2023 by a vote of 6-0.

**Location**

Phoenix Deer Valley Airport, 702 West Deer Valley Road  
Council District: 1

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



**Contract Award for Transit-Oriented Development Planning Grant for the Northwest Extension Phase II Light Rail Corridor (Ordinance S-49594)**

Request to authorize the City Manager, or his designee, to enter into a contract with Jacobs Engineering Group, Inc. to provide consultant services to assist with the implementation of the Northwest Extension Phase II Light Rail Transit-Oriented Development Grant for the Public Transit Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of this contract will not exceed \$1.5 million.

**Summary**

In December 2020, the Federal Transit Administration (FTA) selected the City of Phoenix to receive a Transit-Oriented Development (TOD) Planning Grant to plan for future development along the Northwest Extension Phase II (NWEII) Project. The FTA awarded Phoenix with funding of \$1 million, which is further supported by a \$500,000 local match from Phoenix's Transportation 2050 (T2050) Fund. The Grant's purpose is to support the FTA's mission for the improvement of America's communities with public transportation by providing funding to local communities to integrate land use and transportation planning through a new fixed guideway or core capacity transit capital investment, such as a light rail extension.

The Grant will assist City staff with research, community/stakeholder engagement, and urban design services for a TOD Policy Plan and Active Transportation Implementation Plan. The land use planning will advance TOD in the corridor and the region by working with residents, business/property owners, and community organizations/leaders to create a comprehensive plan that lays the groundwork for urban, mixed-use development built to a pedestrian scale. This includes an integrated network of routes and connections for pedestrians/bicyclists, a theme for streetscape improvements, and an outline of resources and actions needed for implementation. The Grant provides resources to work closely with the community to develop and implement policy plans in the corridor by: collecting a detailed inventory of existing land uses, hosting community stakeholder workshops/meetings, working with the community to develop a community vision, and identifying strategies and performance measures to implement an overall

vision. The proposed work will ensure that the NWEI community and stakeholders have an opportunity to develop their own community-driven vision and implementation plan.

### **Procurement Information**

By Formal Action on Nov. 3, 2021, City Council approved staff's request to issue a request for proposals (RFP) for consultant services to assist with the research, implementation, and execution of the Northwest Extension Phase II Light Rail Transit-Oriented Development Grant. The RFP was issued Sept. 12, 2022, and by addendum the proposal-submission deadline was extended by six days to Oct. 17, 2022 to address vendor-submitted inquiries.

Two proposals were received in response to the RFP, with one offer determined non-responsive for failure to submit all federally-required certifications. An evaluation panel comprised of staff from the City of Phoenix, Valley Metro and a member of the public reviewed the proposal based on the following criteria:

Method of Approach (350 points)

Team Qualifications and Experience (350 points)

Personnel Qualifications and Experience (200 points)

Price (100 points)

The evaluation committee reached consensus to award the contract to Jacobs Engineering Group, Inc.

### **Contract Term**

The contract's term will begin on or about May 1, 2023 for an initial two-year period, with an option to extend the contract's term up to one additional year to coincide with project completion. The extension option will be exercised by the Public Transit Director only if it is in the City's best interest to do so and the contractor has performed satisfactorily during the initial two-year contract term.

### **Financial Impact**

The contract value will not exceed \$1.5 million, and funds are available in the Public Transit Department Capital Improvement Program budget from the following funding sources:

- Federal Transit Administration TOD Grant - \$1 million
- City of Phoenix Transportation 2050 Funds - \$500,000

**Concurrence/Previous Council Action**

This item was recommended for approval at:

- The Citizen’s Transportation Commission Meeting on Feb. 23, 2023, by a vote of 9-0.

**Location**

The Northwest Extension Phase II TOD planning project area is generally bounded by 19th Avenue on the east, 35th Avenue on the west, Peoria Avenue on the north, and Butler Road on the south.

Council Districts: 1, 3, and 5

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Transit Department.



**Automobiles, SUVs, Vans, and Light Trucks, with Related Equipment and Accessories Contract - COOP 23-065 - Request for Award (Ordinance S-49571)**

Request to authorize the City Manager, or his designee, to enter into a contract with 72 Hour LLC, dba National Auto Fleet Group to provide automobiles, SUVs, vans, and light trucks, with related equipment and accessories, for the Public Works Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$8,520,000.

**Summary**

This contract will provide a supplemental supply of new vehicles provided by multiple foreign and domestic manufacturers. The City of Phoenix traditionally purchases vehicles from local dealerships through City contracts managed by the Public Works Department. However, the Department has identified a need to broaden purchasing options to support the purchase of electric vehicles from various manufacturers as they become available. This contract supports the Phoenix Climate Action Plan, Transportation Electrification Plan, and Sustainability Goals.

**Procurement Information**

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Alternative Competition. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to government entities. Sourcewell's cooperative agreement best aligns with the Public Works Department's need to broaden its available resources for purchasing alternative fleet vehicles. Sourcewell's contract was competitively bid and was awarded in a manner consistent with the City of Phoenix's procurement processes. The cooperative agreement is a procurement solution that offers competitive pricing by utilizing a percentage off of the Manufacturer's Suggested Retail Price/List, across 15 manufacturers, for automobile purchases.

**Contract Term**

The contract will begin on or about June 1, 2023, for a five-year term, with no options to extend.



**Financial Impact**

The contract value will not exceed \$8,520,000 for the five-year term.

Funding is available in various City departments' budgets.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.



## **Renewable Natural Gas - Contract Recommendation (Ordinance S-49595)**

Request to authorize the City Manager, or his designee, to enter into a contract with U.S. Venture Inc., DBA U.S. Gain for the supply of Renewable Natural Gas (RNG). Further request to authorize the City Treasurer to accept all monies and credits related to this item.

### **Summary**

The Public Works Department is responsible for providing fuel, including Compressed Natural Gas (CNG), to the City's vehicles and equipment. U.S. Gain will deliver RNG and provide it to the four major service centers through a pipeline. Renewable natural gas is carbon neutral or carbon negative as it captures methane that would otherwise be released into the atmosphere from organic sources. The RNG will be used to power solid waste collection vehicles.

### **Procurement Information**

This item is exempt from Administrative Regulation 3.10 citing fuel purchase.

### **Contract Term**

This contract will begin on or about June 1, 2023, for a five-and-one-half-year period.

### **Financial Impact**

This item will have no impact to the General Fund.

### **Responsible Department**

This item is submitted by Deputy City Manager Maria Paniagua and the Public Works Department.



**Amend City Code - Proposed Solid Waste Disposal Facility Fee Increase and Permit Fee Elimination (Ordinance G-7100)**

Request the City Council to amend section 27-53 of the Phoenix City Code to increase the solid waste disposal fee applicable to commercial customers disposing solid waste at City facilities to \$55 a ton and to eliminate the solid waste disposal facility permit fee with an effective date of May 22, 2023. The solid waste disposal facility fee was last raised in July 2021.

**Summary**

The Public Works Department (PWD) assists in providing a safe and aesthetically acceptable environment through effective, integrated management of the community's solid waste stream, including collection, disposal, source reduction and recycling activities. Annually, PWD processes over 480,000 transactions between both the 27th Avenue Transfer Station and the North Gateway Transfer Station.

Over the past year, the Solid Waste utility has seen a significant increase in costs related to inflationary pressures such as fuel, equipment, waste transportation, and recycling processing. To address these increases, PWD developed a solid waste financial plan to determine the revenue requirements that support the operating budget for the two City-owned transfer stations, landfill, and composting facility. On Dec. 1, 2022, the Solid Waste Rate Advisory Committee recommended increasing revenue by raising the disposal fee for commercial customers at the transfer stations and landfill by \$11 a ton, which would change the current rate of \$44 a ton to \$55 a ton with an effective date of May 22, 2023. The solid waste disposal facility fee was last raised in July 2021 as part of the Solid Waste Service Rate Increase approved by City Council on Feb. 11, 2020.

In addition, the City requires commercial customers to obtain a solid waste permit when using the City's disposal facilities. The permit allows the City to maintain accurate commercial customer records, including vehicle tare weights and streamlines the customer service experience. Currently, the City charges five dollars to obtain each permit. By eliminating this permit fee, it can be absorbed into the comprehensive disposal facility fee beginning May 22, 2023.

**Concurrence/Previous Council Action**

The Community and Cultural Investment Subcommittee recommended this item for approval on Feb. 1, 2023, by a vote of 4-0.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.



**Amend City Code 31-101(b) Street Improvements - Assessment Policy (Ordinance G-7101)**

Request to amend Phoenix City Code 31-101(b) regarding Street improvements - Assessment policy to update "Scalloped Street" assessment policies to align with Arizona Revised Statutes (A.R.S. Section 9-243).

**Summary**

Phoenix streets are primarily constructed by adjacent private developers at time of site development as outlined in Chapter 32 of the Phoenix City Code (Subdivisions). However, staggered development patterns, market conditions and construction trends have resulted in many streets not having a completed cross section, therefore not serving to their ultimate capacity. These street cross sections with inconsistent, non-systematic configurations are referred to as "scalped streets." Scalped streets can cause traffic congestion, travel delays and lack of accessibility for those with disabilities. The consideration and use of a "scalped streets" policy would allow the City to address critical missing street segments to benefit the surrounding community and traveling public, while retaining the ability to cost share for these improvements if future private development occurs that also benefits from the street improvements.

With regards to "Scalloped Streets," the Street Transportation Department (Streets) determined that current State Statutes provide for greater flexibility, applicability and cost recovery of funding in comparison to existing adopted City policies in Phoenix City Code Chapter 31 (Streets and Sidewalks). The City would benefit by removing the "Scalloped Streets" portions of existing City Code (31-101), which would allow the City to follow a "Scalloped Streets" policy in adherence to the existing Arizona Revised Statutes (A.R.S. Section 9-243) and improve the flexibility and ease of use for Streets' staff.

In May 2022 and November 2022, Streets' staff sent notification of the proposed City Code modifications to representatives of the development industry with no noted objections.

The Transportation, Infrastructure and Planning (TIP) Subcommittee recommended Council approval of the City Code 31-101(b) changes (**Attachment A**) to align with

Arizona Revised Statutes (A.R.S. Section 9-243).

**Concurrence/Previous Council Action**

- Council adopted an ordinance amending Chapter 31 of City Code adding an article entitled 'Street Improvements Before Development' on April 18, 1984 (G-2620).
- Council amended sections 31-100, 31-101 and 31-102 of Chapter 31 of City Code to include assessment and collection procedures for street improvements on July 3, 1991 (G-3446).
- TIP Subcommittee recommended Council approval of this item by a vote of 4-0 on Feb. 15, 2023.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department, and the City Engineer.

## Attachment A

### Proposed Phoenix City Code Revisions

#### **31-101(b) Street improvements—Assessment policy.**

1. The assessment of property, if adjacent arterial streets are involved, shall NOT EXCEED THE COST OF IMPROVING MORE THAN ONE-HALF OF THE WIDTH OR MORE THAN ONE THOUSAND LINEAL FEET OF SUCH ADJACENT ARTERIAL STREET, EXCEPT THAT IF ANY PARCEL OF LAND IS PRESENTLY BEING USED FOR SINGLE FAMILY RESIDENTIAL USE AND THE WIDTH OF SUCH DOES NOT EXCEED TWO HUNDRED LINEAL FEET, SUCH PROPERTY SHALL NOT BE ASSESSED GREATER THAN ONE-HALF THE COST OF THE AVERAGE RESIDENTIAL STREET. ~~be limited to curb, sidewalk and paving between the edge of existing paving and the curb and gutter, or one lane width (whichever is less). The assessment may not exceed one thousand lineal feet of street frontage per common ownership.~~
2. ~~Any parcel of land on an arterial street which, at the time of assessment, is used for single-family residential use, with single-family zoning, and the frontage of which does not exceed two hundred lineal feet, shall not be assessed.~~
32. The provisions of Section 31-101 shall not apply to property located within a Council- approved "redevelopment area."
4. ~~The provisions of Section 31-101 may only be applied if the arterial street being improved is at least sixty percent completed with standard paving and curb and gutter and sidewalk from beginning of permanent pavement to end of permanent pavement. The sixty percent completion is measured along the frontage of the parcels contained within the project and includes those parcels that are non-assessable as defined elsewhere in this ordinance.~~



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**Rules and Regulations for Operation and Movement of Overdimensional Vehicles and Overweight Vehicles (Ordinance S-49570)**

Request the City Manager, or his designee, to approve Rules and Regulations for the operation and movement of overweight and overdimensional vehicles or combination of vehicles, mobile homes and houses on the City's roadways, and to repeal Ordinance S-20764. Request the City Manager, or his designee, designate a Permit Supervisor from the Street Transportation Department to oversee and monitor the Overdimensional and Overweight Permit Program.

**Summary**

Arizona Revised Statutes, title 28, chapter 3, article 18, provides that local authorities may issue special permits for the operation or movement of oversize and overweight vehicles including, but not limited to, mobile homes and houses. Arizona Revised Statutes, section 28-1104, provides that if a special permit is issued, the local authority may establish limitations and set forth conditions of operation of the vehicle or vehicles to reduce damage to the roads, surfaces or structures, and may require other security measures as deemed necessary to compensate for any injury to any roadway or road structure.

In 1992, City Council authorized the City Manager to designate a Permit Supervisor from the Phoenix Police Department to manage these applications. The Police Department was authorized to accept and review the applications pursuant to the Overdimensional and Overweight Permit Program. If an application met the requirements set forth in the Rules and Regulations, the Police Department would issue the permit. The permits allow legal travel on the City's right-of-way for oversize and overweight vehicle loads. Shifting this function to the Street Transportation Department allows the Police Department to focus on their core department functions and the Street Transportation Department already manages other uses within the right-of-way. There is already permit management functions within the Street Transportation Department for right-of-way and the acceptance and review of applications and issuance of permits for the Overdimensional and Overweight Permit Program fits in the overall City Manager's effort to maximize Department efficiencies.



**Financial Impact**

There is no financial impact to the City.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.



**Large Diameter Sanitary Sewer Rehabilitation - Grade 5 Pipe - Engineering Services Amendment - WS90500273 (Ordinance S-49582)**

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 150127 with Brown and Caldwell, Inc., to provide Construction Administration and Inspection Services for the Large Diameter Sanitary Sewer Rehabilitation - Grade 5 Pipe project. Further request to authorize execution of amendments to the agreement, as necessary and within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services will not exceed \$1.5 million.

**Summary**

The Large Diameter Sanitary Sewer System includes approximately 220 miles of pipe with diameter sizes greater than 15 inches and over 1,900 sanitary sewer manholes. The 2019 Large Diameter Sanitary Sewer Condition Assessment Report recommended rehabilitation of 55 pipe segments with Grade 5 Structural Rating. Grade 5 pipe segments contain severe defects that are the highest priority to rehabilitate.

This amendment is necessary as the project was phased into four design packages versus a single package and the project deliverable was changed to manhole rehabilitation work sheet versus typical design sheet. This change increased overall project duration and review periods. This amendment will provide additional time to the agreement.

Brown and Caldwell, Inc.'s additional services include, but are not limited to: administer the construction schedule; review of submittals; issue interpretations and clarifications; certify contractor progress payments; inspections, survey, material testing, record drawings and project documents; and field administration.

**Contract Term**

The term of the agreement amendment is five years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

- The initial agreement for Engineering Services was approved for an amount not to exceed \$3.1 million.
- This amendment will increase the agreement by an additional \$1.5 million, for a new total amount not to exceed \$4.6 million, including all subconsultant and reimbursable costs.

### **Concurrence/Previous Council Action**

The City Council approved:

- Engineering Services Agreement 150125 (Ordinance S-45716) on June 5, 2019.

### **Responsible Department**

This item is submitted by Deputy City Managers Ginger Spencer and Alan Stephenson, the Water Services Department and the City Engineer.



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**Name Change on Multiple City Agreements to Ardurra Group, Inc. - Amendment (Ordinance S-49583)**

Request to authorize the City Manager, or his designee, to execute an amendment with Ritoch-Powell & Associates Consulting Engineers, Inc. to Agreement 155659 for Pavement Maintenance Job Order Contract Support Construction Inspection On-Call Services and to Agreement 156759 for the Water Main Replacement Program Engineering / Consulting On-Call Services to approve a name change to Ardurra Group, Inc. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item.

**Summary**

On Feb. 1, 2022, the City and Ritoch-Powell & Associates Consulting Engineers, Inc., entered into the Pavement Maintenance Job Order Contract Support Construction Inspection On-Call Agreement 155659. On Oct. 1, 2022, the City and Ritoch-Powell & Associates Consulting Engineers, Inc., entered into the Water Main Replacement Program Engineering / Consulting On-Call Agreement 156759.

This amendment is necessary because on March 10, 2022, Ritoch-Powell & Associates Consulting Engineers, Inc. notified the City of its name change from Ritoch-Powell & Associates Consulting Engineers, Inc. to Ardurra Group, Inc. and is now operating under the name of Ardurra Group, Inc.

**Contract Term**

The term of the agreements remains unchanged. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The initial agreement values remain unchanged.

**Concurrence/Previous Council Action**

The City Council approved:

- Pavement Maintenance Job Order Contract Support Construction Inspection On-Call Services Agreement 155659 (Ordinance S-48178) on Dec. 15, 2021; and
- Water Main Replacement Program Engineering / Consulting On-Call Services Agreement 156759 (Ordinance S-48881) on July 1, 2022.

**Responsible Department**

This item is submitted by Deputy City Managers Alan Stephenson and Ginger Spencer, the Street Transportation and Water Services departments, and the City Engineer.



**Name Change Agreement to Ardurra, Inc. - Engineering On-Call Services for Calendar Years 2023-2024 - Amendment (Ordinance S-49600)**

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 157195 with Ardurra, Inc. to approve a name change to Ardurra Group, Inc. for the Citywide Engineering On-Call Services for Calendar Years 2023-2024 project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item.

**Summary**

On Oct. 12, 2022, the City Council approved Ordinance S-49068 for the Citywide Engineering On-Call Services for Calendar Years 2023-2024 with a clerical error on one of the consultant's name. The consultant's name was listed as Ardurra, Inc. and the firm is operating under Ardurra Group, Inc.

This amendment is necessary to correct a clerical error of the consultant's name.

**Contract Term**

The term of the agreement remains unchanged.

**Financial Impact**

The initial agreement remains unchanged.

**Concurrence/Previous Council Action**

The City Council approved:

- Engineering On-Call Services for Calendar Years 2023-2024 Agreements 157189-157248 (Ordinance S-49068) on Oct. 12, 2022.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.



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**Aviation Department Facility Condition Assessment On-Call Services (Ordinance S-49592)**

Request to authorize the City Manager, or his designee, to enter into separate agreements with the five consultants to provide Facility Condition Assessment On-Call services for the Aviation Department. Further request to authorize execution of amendments to the agreements, as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for services will not exceed \$1,750,000.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

**Summary**

The City's Administrative Regulation 5.43 requires Facility Condition Assessments (FCAs) be conducted on all City-owned and maintained facilities every 10 years, which necessitates a certain number of Aviation properties to be assessed annually to support a 10-year rotation. The FCAs will serve as operating and capital planning tools with the supporting data and information necessary to identify and address immediate needs, establish or modify preventative maintenance programs, and develop business cases for capital maintenance or replacement at Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and Phoenix Goodyear Airport. This program will ensure facility management needs are identified, planned and budgeted in a timely fashion, which is necessary for the safety of employees, business partners and customers. In addition to saving time and money, this dedicated on-call for the Aviation Department will provide access to firms with the necessary comprehensive experience

in conducting FCAs at airports and other complex 24/7/365 facilities.

The On-Call consultants will be responsible for providing On-Call Facility Condition Assessment services for City-owned and City-maintained facilities that include, but are not limited to: General Civil, Survey, Structural, Mechanical, Plumbing, Electrical, and Energy services; perform FCAs to meet the requirements set forth in American Society for Testing and Materials Designation: E2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process; current Americans with Disabilities Act standards; current Phoenix Building Construction Codes; and the current International Building Code.

### **Procurement Information**

The selections were made using a qualifications-based selection process set forth in section 34-604 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-604(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Sixteen firms submitted proposals and are listed in **Attachment A**.

### **Contract Term**

The term of each agreement is up to five years, or up to \$1,750,000 aggregate, whichever occurs first. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The total value for the On-Call consultant agreements will not exceed \$1,750,000, including all subconsultant and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program and Operating budgets. The Budget and Research Department will review and approve funding availability prior to issuance of any On-Call task order of \$100,000 or more. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Location**

Phoenix Sky Harbor International Airport located at 2485 E. Buckeye Road  
Phoenix Deer Valley Airport located at 702 W. Deer Valley Road  
Phoenix Goodyear Airport located at 1658 S. Litchfield Road, Goodyear, Ariz.  
Council Districts: 1, 8 and Out of City



**Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.

## **ATTACHMENT A**

### **Selected Firms**

- Rank 1: Atkins North America, Inc. dba Faithful+Gould
- Rank 2: Kimley-Horn and Associates, Inc.
- Rank 3: Bureau Veritas Technical Assessments, LLC
- Rank 4: Mead & Hunt, Inc.
- Rank 5: Kitchell/CEM, Inc.

### **Additional Proposers**

- Rank 6: McKinstry Essention, LLC
- Rank 7: Terracon Consultants, Inc.
- Rank 8: Deccan Consulting, LLC
- Rank 9: ECS Southwest, LLP
- Rank 10: IMEG Corp.
- Rank 11: Partner Engineering and Science, Inc.
- Rank 12: Walker Consultants, Inc.
- Rank 13: TRC Environmental Corporation
- Rank 14: Advanced Structural Engineering, Inc.
- Rank 15: Martin, White & Griffis Structural Engineers, Inc.
- Rank 16: Swanson Rink, Inc.



**BNSF Railway Company Preliminary Engineering Services Agreement for Engineering and Construction Services on Lower Buckeye Road from 27th to 19th Avenues - ST85100411 (Ordinance S-49596)**

Request to authorize the City Manager, or his designee, to enter into a Preliminary Engineering Services Agreement with BNSF Railway Company to authorize engineering and construction services. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18.

**Summary**

The City is constructing a Capital Improvement Program project on Lower Buckeye Road from 27th to 19th avenues that will encroach on BNSF Railway Company facilities. The purpose of this agreement is to authorize BNSF Railway Company to begin engineering design and allow for the future construction of facilities that will be impacted by the City's work. As this is a Preliminary Agreement, there are no funds identified at this time.

**Contract Term**

The term of the Agreement will begin on or about April 1, 2023, and will expire when work is complete on approximately Dec. 30, 2024.

**Financial Impact**

There is no financial impact to the City of Phoenix.

**Location**

Lower Buckeye Road, 27th to 19th avenues.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department, and the City Engineer.



**Request Approval to Accept Funding and Enter into Development Agreement with VIAONE Development for the Skunk Creek Channelization Design Concept Report (Ordinance S-49604)**

Request to authorize the City Manager, or his designee, to accept funding and enter into a Development Agreement (DA) and to execute any other instruments or documents as necessary with VIAONE Development, in collaboration of the Skunk Creek Channelization Design Concept Report (DCR). Further request authorization for the City Treasurer to accept and the City Controller to disburse all funds related to this item. The amount of financial assistance from VIAONE Development shall not exceed \$75,000.

**Summary**

The City will request the Maricopa County Flood Control District (MCFCD) complete a Design Concept Report (DCR) to assess the feasibility of channelizing Skunk Creek along Interstate 17 (I-17) corridor, north of the Central Arizona Project (CAP) Canal. The channelization of the wash is intended to reduce the floodplain footprint within the corridor, while not adversely impacting adjacent properties and the existing crossings over the CAP Canal. Successful channelization may recover developable land located within the Federal Emergency Management Agency (FEMA) 100-Year floodplain of Skunk Creek.

Skunk Creek is a major watercourse that flows from the northeast part of Maricopa County and parallels I-17 before crossing it in a southwest direction. The drainage area is about 50 square miles with a 100-year flow rate of 26,700 cubic feet per second (cfs) north of the CAP Canal. The configuration of the channel can be broken into two segments: north from Carefree Highway to Sonoran Desert Drive and south from Sonoran Desert Drive to CAP Canal. The channel is wider and braided between Sonoran Desert Drive and the CAP Canal providing the opportunity for encroachment and narrowing of the floodplain. In comparison, the upper reach of the channel is narrow and floodplain well contained and channelization will not yield significant land recovery.

MCFCD has indicated they will fund a majority (90 percent) of the DCR with the matching funding (10 percent) coming from the City or other participating stakeholders.

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VIAONE Development is willing to providing the City's matching share.

**Financial Impact**

The amount of financial assistance from VIAONE Development is limited to \$75,000. Any additional City matching funds required will be funded from the Local Drainage Solutions Program from the Street Transportation Department's Capital Improvement Program.

**Location**

Skunk Creek along Interstate 17 corridor, north of the Central Arizona Project Canal Council District: 2

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.



**Request Amendment to Intergovernmental Agreement with Flood Control District of Maricopa County and City of Scottsdale for Rawhide Wash Flood Hazard Mitigation Project Construction (Ordinance S-49601)**

Request to authorize the City Manager, or his designee, to amend an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) and the City of Scottsdale for the Rawhide Wash Project Construction to revise the cost share allocation among the parties.

**Summary**

The Rawhide Wash Flood Hazard Mitigation project is defined as the conveyance alternative presented in the Pinnacle Peak West Area Drainage Master Study. The northern limit of the infrastructure is approximately the Rawhide Wash alluvial fan apex located north of Happy Valley Road and the southern limit is the bridge crossing at Pinnacle Peak Road east of Scottsdale Road. The project improvements will include construction of new floodwalls and levees and re-construction of existing floodwalls and levees. Upon completion of this construction project, there will be a submittal of an application for a Federal Emergency Management Agency (FEMA) Letter of Map Revision to revise the apex flow discharge and the re-delineation of the floodplain limits downstream of Scottsdale Road within City of Phoenix jurisdiction. Floodplain re-delineation within City of Phoenix jurisdiction will be based on existing condition drainage infrastructure, development activities, and topography that will reduce the existing Special Flood Hazard Area Zone "AO." After completion of the proposed project, approximately 1,933 acres of land will no longer be designated in a FEMA delineated floodplain. Approximately 80 percent (1,531 acres) of this land is within Phoenix jurisdiction, while the remaining 20 percent (402 acres) are within the City of Scottsdale and unincorporated County areas. The cost share analysis was developed based on flood damage reduction, flood insurance savings, reduced cost of fill for future development and the elimination of redundant infrastructure costs. This resulted in a cost share of 50 percent FCDMC, 40 percent City of Phoenix, and 10 percent City of Scottsdale.

Due to the uncertainty of the market and increasing materials prices, the construction cost of the Project requires an increase from the original estimate of \$15 million to \$30 million. The FCDMC with the City of Phoenix and City of Scottsdale agreed to modify

the project cost share of the delta between the original amount associated with IGA and the final construction cost at 65 percent/35 percent. The 50 percent/50 percent cost share will still apply to the original amount approved by the IGA.

The final design has been finalized and construction is scheduled to be complete in October 2023.

### **Financial Impact**

The revised project construction cost is estimated at \$30 million. Of this amount, the City's cost share is estimated to be \$10.2 million, with the remainder covered by FCDMC and the City of Scottsdale. Funds are available in the Street Transportation Department's Capital Improvement Program budget. The project is located entirely outside of the City of Phoenix and the City of Scottsdale will be performing the long-term operations and maintenance of the project infrastructure after it is constructed.

### **Concurrence/Previous Council Action**

- On July 6, 2017, Council approved the request to apply for FCDMC funds for Flood Control Projects under the Capital Improvement Project Prioritization Process.
- The Rawhide Wash Project was submitted and approved by the FCDMC on Oct. 25, 2017, for Fiscal Year 2018-19.
- An IGA for the design phase was recommended for approval by the Water, Wastewater, Infrastructure and Sustainability Subcommittee at the Nov. 7, 2018, meeting by a vote of 4-0.
- The original IGA, which covered design, right of way and utility relocation for this project, was approved by the City Council on Dec. 12, 2018 (Ordinance S-45224).
- The IGA for the project construction phase was recommended for approval by the Transportation, Infrastructure and Innovation Subcommittee at the Nov. 6, 2019, meeting by a vote of 4-0.

### **Location**

The northern limit of the project is generally the Rawhide Wash alluvial fan apex located north of Happy Valley Road, and the southern limit is the bridge crossing at Pinnacle Peak Road.

Council Districts: 2 and Out of City

### **Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.



**Intergovernmental Agreement with City of Glendale for Installation of a High Intensity Activated CrossWalk at 53rd Avenue and Camelback Road (Ordinance S-49622)**

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with the City of Glendale for the installation of a High Intensity Activated CrossWalk (HAWK) at 53rd Avenue and Camelback Road. Additionally, request the City grant exception pursuant to Phoenix City Code section 42-20 to authorize indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code section 42-18.

**Summary**

The City of Glendale wishes to coordinate with the City of Phoenix Street Transportation Department (Streets) for the installation of a HAWK at 53rd Avenue and Camelback Road. Most of this intersection is located within the City of Glendale, but the south side of the road and intersection are located within the City of Phoenix.

The IGA will authorize the City of Glendale to install the HAWK signal system and equipment within the portion of the road and intersection in City of Phoenix at the Camelback Road and 53rd Avenue intersection to provide a safe crossing for pedestrians. Streets will review and approve the design and provide no-cost permits for the construction and traffic control to the City of Glendale for project-related work that lies within Phoenix. The City of Glendale will administer construction, fund, and assume responsibility for the project. In addition, the City of Glendale will own, maintain, operate, and pay all utility costs associated with the HAWK pedestrian signal system. The agreement will authorize the installation of the HAWK that will allow pedestrians to cross the road safely.

**Contract Term**

This agreement will become effective as of the date it is approved by all of the parties and will remain in effect as long as the HAWK remains operational.

**Financial Impact**

The project is funded by the City of Glendale and will have no financial impact on the City of Phoenix.



**Location**

53rd Avenue and Camelback Road  
Council Districts: 5 and Out of City

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.



**Citywide General Construction - Job Order Contracting Services Amendment - 4108JOC209 (Ordinance S-49602)**

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 156753 with McCarthy Building Companies, Inc. to provide continued General Construction Job Order Contracting Services for capital projects citywide and to authorize execution of a Job Order Agreement in an amount not to exceed \$6 million for the 27th Avenue Material Recovery Facility Upgrade project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item.

**Summary**

The purpose of this project is to upgrade the existing Material Recovery Facility (MRF). The facility was originally commissioned in 1998 and additions to the facility and limited upgrades were made in 2013, but the essential equipment and associated facility infrastructure remained the same. Over 20 years of use as a municipal recycling facility has caused significant wear on the MRF area infrastructure and revolutionary advances in automated recycling equipment during that time has led to the need for a significant upgrade in the area intended to house the new state-of-the-art equipment currently contracted with Machinex. Installation will happen in the fall of 2023 with a start up in the spring of 2024.

This amendment is necessary to provide all of the infrastructure upgrades to support the new operation. The upgrades include: a new electrical distribution system; extensive structural concrete systems and large-scale floor replacements; mechanical system upgrades; fire alarm system modifications; and complete lighting system modifications. Use of a Job Order Contract (JOC) construction services contract allows the City to address the specialized aspects of the project and timeline requirements to ensure that the facility experiences minimal down time to recycling operations. This amendment will allow for issuance of a job order agreement to McCarthy Building Companies, Inc. for an amount not to exceed \$6 million for the 27th Avenue MRF replacement project building upgrade requirements.

**Contract Term**

The term of the agreement remains unchanged. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The initial master agreement for Job Order Contracting Services was approved for an amount not to exceed \$15 million, including all subcontractor and reimbursable costs. The agreement value for this JOC remains unchanged.

Funding for this amendment is available in the Public Works Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any job order agreements. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Concurrence/Previous Council Action**

The City Council approved Job Order Contract Master Agreement 156753 (Ordinance S-48850) on July 1, 2022.

**Responsible Department**

This item is submitted by Deputy City Managers Alan Stephenson and Mario Paniagua, the Public Works Department and the City Engineer.



**Salt River Project Land Use and Construction Licenses for Grand Canalscape Phase III - ST87600131-1 (Ordinance S-49631)**

Request to authorize the City Manager, or his designee, to enter into both a Land Use License and a Construction License with Salt River Project for work associated with City of Phoenix project ST87600131-1 Grand Canalscape Phase III. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code 42-18.

**Summary**

The City is designing a pathway for pedestrian and bicycle use that will incorporate public art, lighting, landscaping and neighborhood access points along the Grand Canal. The purpose of the Salt River Project (SRP) Land Use License is to allow the City to construct and maintain the designed pathway along the Grand Canal from 75th Avenue to 47th Avenue. The purpose of the SRP Construction License is to allow the City to construct a new headwall and pedestrian bridge and install underground electrical facilities, that cross under as well as run parallel with the Grand Canal, for lighting and landscaping purposes. The work associated with this license is in conjunction with City Project ST87600131-1.

**Contract Term**

The term of the Land Use License shall be for 19 years beginning June 1, 2023, and ending May 31, 2042. The term of the Construction License is one year, effective when the City begins construction on or about June 1, 2023.

**Financial Impact**

There is no financial impact to the City of Phoenix for these licenses.

**Location**

Grand Canal from 75th Avenue to 47th Avenue  
Council Districts: 4 and 5

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.



**Salt River Project Distribution Design and Construction Contract for Temporary Pole Relocations at 59th Avenue and Dobbins Road - WS90500286-1 (Ordinance S-49598)**

Request to authorize the City Manager, or his designee, to enter into a Distribution Design and Construction Contract with Salt River Project (SRP) for the temporary relocation of electrical facilities at 59th Avenue and Dobbins Road for City of Phoenix Project WS90500286-1. Further request to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. Additionally, request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$12,137.16.

**Summary**

The City constructed a new sewer line on 59th Avenue from Baseline to Dobbins roads. At the 59th Avenue and Dobbins Road intersection, SRP poles were temporarily relocated to provide safe overhead clearances for construction equipment being operated by the City's contractor. The work was completed in 2020 and recently, SRP discovered the contract was not executed.

**Contract Term**

Upon approval, the contract will be executed on or about April 20, 2023.

**Financial Impact**

Funding in the amount of \$12,137.16 is available in the Water Services Department Capital Improvement Project budget.

**Location**

59th Avenue and Dobbins Road  
Council Districts: 7 and 8

**Responsible Department**

This item is submitted by Deputy City Managers Alan Stephenson and Ginger Spencer, the Water Services Department and the City Engineer.



**Hoses and Fittings - RFQ-2223-WWT-549 - Request for Award (Ordinance S-49619)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Central Hydraulics, Inc., dba Curry Fluid Power, to provide hoses and fittings for maintenance and repairs as required by Wastewater Treatment Plants. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the agreement will not exceed \$95,000.

**Summary**

The agreement will provide the City of Phoenix Wastewater Treatment Plants with the necessary hoses and fittings to perform the proper maintenance, repairs, and replacements of hoses. Without the agreement, the plant's ability to quickly replace and repair hoses and transfer liquids and react to emergency situations is limited. The agreement will also save on rental costs for hoses and fittings.

**Procurement Information**

The recommendation was made using a Request for Quote process in accordance with City of Phoenix Administrative Regulation 3.10.

One vendor was found to be responsive and responsible. Following an evaluation based on price, the procurement officer recommends award to the following vendor:

Selected Bidder

Central Hydraulics, Inc., dba Curry Fluid Power: \$25,155

**Contract Term**

The agreement will begin on or about April 28, 2023, for a five-year term with no options to extend.

**Financial Impact**

The aggregate contract value will not exceed \$95,000.

Funding is available in the Water Services Department Operating budget.

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the Water Services Department.





**Apply for Bureau of Reclamation WaterSMART: Water Recycling and Desalination Planning Grant Opportunity for Federal Fiscal Year 2022-23 - Federal Bipartisan Infrastructure Law Funding (Ordinance S-49581)**

Request to retroactively authorize the City Manager, or their designee, to apply for and accept, and if awarded, enter into an agreement for disbursement of Federal funding from the Bureau of Reclamation through the Federal Fiscal Year 2022-23 WaterSMART: Water Recycling and Desalination Planning grant opportunity. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. The total grant funds applied for will not exceed \$1 million and the City's local match will not exceed \$13,705,799.

**Summary**

The Water Services Department (WSD) submitted a grant application to the Department of Interior, Bureau of Reclamation for a WaterSMART: Water Recycling and Desalination Planning grant to fund a project that pertains to water reuse at the Cave Creek Water Reclamation Plant. If awarded, WSD would utilize grant funds for a demonstration facility for Advanced Water Purification at the Cave Creek Water Reclamation Plant to augment current water supplies. The grant project period will extend over three years.

The WaterSMART: Water Recycling and Desalination Planning grant submittal deadline was Feb. 28, 2023.

Due to the timing of the deadlines and a shortage of City staff, WSD submitted applications prior to obtaining City Council approval. If City Council does not approve this retroactive request, the application will be withdrawn by WSD.

**Financial Impact**

The estimated total cost for the project is approximately \$14,705,799. The maximum federal participation rate is 50 percent with a minimum local match of 50 percent of the total eligible project cost. If awarded, the federal grant would not exceed \$1 million and the City's costs would be approximately \$13,705,799 for the local match.

Funding for the local match is available in the Water Services Department's Capital

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Improvement Program budget. Potential grant funding received is available through the Federal Bipartisan Infrastructure Law from the Bureau of Reclamation through the Federal Fiscal Year 2022-23 WaterSMART: Water Recycling and Desalination Planning grant opportunity.

**Location**

Cave Creek Water Reclamation Plant  
Council District: 2

**Responsible Department**

This item is submitted by Deputy City Managers Ginger Spencer and Mario Paniagua and the Water Services Department.



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**Map of Dedication - 29th Avenue and Bronco Butte Trail - MOD 220003 - North of Sonoran Desert Drive and West of North Valley Parkway**

Map of Dedication: 220003

Project: 21-5022

Name of Map of Dedication: 29th Avenue and Bronco Butte Trail

Owner(s): W. L. Gore & Associates, Inc., B/A North Valley, LLC, The Village at Bronco Trail, LLC, CWS Bronco Butte MF, LP, CWS 29th Sonoran MF, LP, Sonoran Desert Retail, LLC, Acero Sonoran Desert, LLC

Engineer: Kirk J. Pangus, RLS

Request: Public rights-of-way and easement dedication

Reviewed by Staff: March 24, 2023

Final MOD requires Formal Action Only

**Summary**

Staff requests that the above map of dedication be approved by the City Council and certified by the City Clerk. Recording of the map of dedication dedicates the rights-of-way and easements as shown to the public.

**Location**

Generally located north of Sonoran Desert Drive and west of North Valley Parkway  
Council District: 2

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Final Plat - Circle K, NWC 52nd St & Van Buren - PLAT 210094 - Northwest  
Corner of 52nd Street and Van Buren Street**

Plat: 210094

Project: 18-4059

Name of Plat: Circle K, NWC 52nd St & Van Buren

Owner: Circle K. Stores, Inc.

Engineer: Jeffrey K. Bauer, RLS

Request: A One-Lot Commercial Plat

Reviewed by Staff: March 13, 2023

Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the northwest corner of 52nd Street and Van Buren Street

Council District: 6

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Final Plat - 48th Street & Washington - PLAT 220094 - Southwest Corner of 48th Street and Washington Street**

Plat: 220094  
Project: 21-1644  
Name of Plat: 48th Street & Washington  
Owner: 48th & Washington Street, LLC  
Engineer: Richard G. Alcocer, RLS  
Request: A One-Lot Commercial Plat  
Reviewed by Staff: March 13, 2022  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the southwest corner of 48th Street and Washington Street  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Final Plat - Harmony at the Park Three - PLAT 220108 - Southwest Corner of 20th Street and Villa Street**

Plat: 220108  
Project: 20-907  
Name of Plat: Harmony at the Park Three  
Owner: City of Phoenix Housing Department  
Engineer: Richard A. Stockman, RLS  
Request: A One-Lot Commercial Plat  
Reviewed by Staff: March 20, 2023  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the southwest corner of 20th Street and Villa Street  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Waiver of Patent Easement - ABND 220045 - Northeast Corner of 19th Avenue and Park View Lane (Resolution 22112)**

Abandonment: ABND 220045

Project: 21-3718

Applicant: Adam Baugh

Request: To waive the City's interest in the federal patent easements encumbering the northern, eastern and southern 33-feet of the parcel.

Date of Decision/Hearing: Sept. 22, 2022

**Location**

Northeast corner of 19th Avenue and Park View Lane

Council District: 1

**Financial Impact**

None. No consideration fee was required as a part of this waiver, although filing fees were paid.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Modification of Stipulation Request for Ratification of March 15, 2023, Planning Hearing Officer Action - PHO-1-23--Z-136-05-8 - Northwest Corner of 16th Street and Portland Street**

Request to authorize the City Manager, or his designee, to approve Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on March 15, 2023. This ratification requires formal action only.

**Summary**

Application: PHO-1-23--Z-136-05-8

Existing Zoning: R-5 HP

Acreage: 5.57

Owner: 1110 North 16th Street LLC

Applicant: Pennrose, et al.

Representative: Susan E. Demmitt, Gammage & Burnham PLC

Proposal:

1. Review of conceptual site plan by the Planning Hearing Officer per Stipulation 2.
2. Technical correction to Stipulation 1.

VPC Action: The Central City Village Planning Committee heard this request on March 13, 2023, and recommended approval by a vote of 13-0.

PHO Action: The Planning Hearing Officer recommended approval with a modification and additional stipulations.

**Location**

Northwest corner of 16th Street and Portland Street

Council District: 8

Parcel Address: 1510 E. Portland St.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**Attachment A – Stipulations – PHO-1-23 -- Z-136-05-8**

**Location: Northwest corner of 16th Street and Portland Street**

**STIPULATIONS:**

1.	<p><del>That</del> THE development shall be in general conformance to the site plan and elevations date stamped September 9, 2005 as approved or modified by the PLANNING AND Development <del>Services</del> Department.</p>
2.	<p><del>That the owner shall bring a revised site plan to the Planning Hearing Officer to obtain approval for the site plan to include development being contemplated for the vacant portion of the site.</del></p> <p>THE PHASE II AND III DEVELOPMENT AREAS, LOCATED ON THE WESTERN APPROXIMATELY 1.5 GROSS ACRES OF THE SITE, SHALL BE IN GENERAL CONFORMANCE WITH THE SITE PLAN DATE STAMPED JANUARY 27, 2023, AS MODIFIED BY THE FOLLOWING STIPULATIONS AND APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.</p>
3.	<p>THE DEVELOPER SHALL RETAIN THE EXISTING DETACHED SIDEWALK STREETScape ZONE ALONG 15TH STREET AND REPLENISH WITH TREES AND SHRUBS, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT. THE DEVELOPER SHALL PROVIDE AND MAINTAIN A WATERING DRIP SYSTEM TO SUSTAIN TREES AND LANDSCAPING ALONG THE STREETScape LOCATED IN RIGHT-OF-WAY, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.</p>
4. <del>3.</del>	<p><del>That</del> The property owner shall record documents that disclose to the purchasers of property within the development the existence and operational characteristics of Phoenix Sky Harbor International Airport. The form and content of such documents shall be reviewed and approved by the City Attorney.</p>
5.	<p>PRIOR TO PRELIMINARY SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS FORM. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD.</p>



**Remove/Replace Zoning District - I-17 and Deer Hollow Lane - Annexation 522 - Approximately 1,250 Feet North of the Northeast Corner of Circle Mountain Road and I-17 (Ordinance G-7104)**

Request to authorize the City Manager, or his designee, to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by removing the Maricopa County RU-43 zoning district and replacing it with the City of Phoenix S-1 zoning district on property at the location described below, which was annexed into the City of Phoenix on Jan. 4, 2023, by Ordinance S-49314.

**Location**

Approximately 1,250 feet north of the northeast corner of Circle Mountain Road and I-17

Council District: 1

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

## ATTACHMENT A

### ORDINANCE G-

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PHOENIX, ARIZONA, PART II, CHAPTER 41, THE ZONING ORDINANCE OF THE CITY OF PHOENIX, BY AMENDING SECTION 601, THE ZONING MAP OF THE CITY OF PHOENIX, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE ANNEXED PARCEL DESCRIBED HEREIN (I-17 AND DEER HOLLOW LANE ANNEXATION, NO. 522) FROM COUNTY RU-43 TO CITY'S S-1 (RANCH OR FARM RESIDENCE).

---

WHEREAS, on January 4, 2023, via Ordinance S-49314, the City of Phoenix annexed an approximately 5.95-acre property located approximately 1,250 feet north of the northeast corner of Circle Mountain Road and I-17, in a portion of Section 3, Township 6 North, Range 2 East, as described more specifically in "Exhibit A" and incorporated herein by this reference; and,

WHEREAS, as required by A.R.S. § 9-471.L, the city of Phoenix is required to adopt zoning districts on the subject parcel to permit uses and densities no greater than those allowed by the prior County zoning district; and,

WHEREAS, immediately prior to annexation the zoning applicable to this territory was Maricopa County's RU-43 zoning district; and

WHEREAS, the City's S-1 (Ranch or Farm Residence) zoning district is equivalent to Maricopa County's RU-43 zoning district;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The approximately 5.95-acre property located approximately 1,250 feet north of the northeast corner of Circle Mountain Road and I-17,-in a portion of

Section 3, Township 6 North, Range 2 East, which is described in “Exhibit A” and depicted in “Exhibit B” has been annexed to the City of Phoenix, and the present corporate limits of the City have been extended and increased to include such property.

SECTION 2. Pursuant to A.R.S. §9-471(L), the property depicted in Exhibit B is hereby removed from Maricopa County's RU-43 zoning district and placed into the City's S-1 (Ranch or Farm Residence) zoning district. This zoning designation shall take effect thirty days after this Ordinance is adopted, without further action by the City Council, and

SECTION 3. The City Clerk shall cause a copy of this Ordinance, together with “Exhibit A” and “Exhibit B” to be filed and recorded in the Records of the Office of the Maricopa County Recorder, and

SECTION 4. The Planning and Development Director is instructed to modify The Zoning Map of the City of Phoenix to reflect this use district classification change as shown in “Exhibit B.”

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 19th day of April, 2023.

---

MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By:

\_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

Exhibits:

A – Legal Description (1 Page)

B – Ordinance Location Map (1 Page)

DRAFT

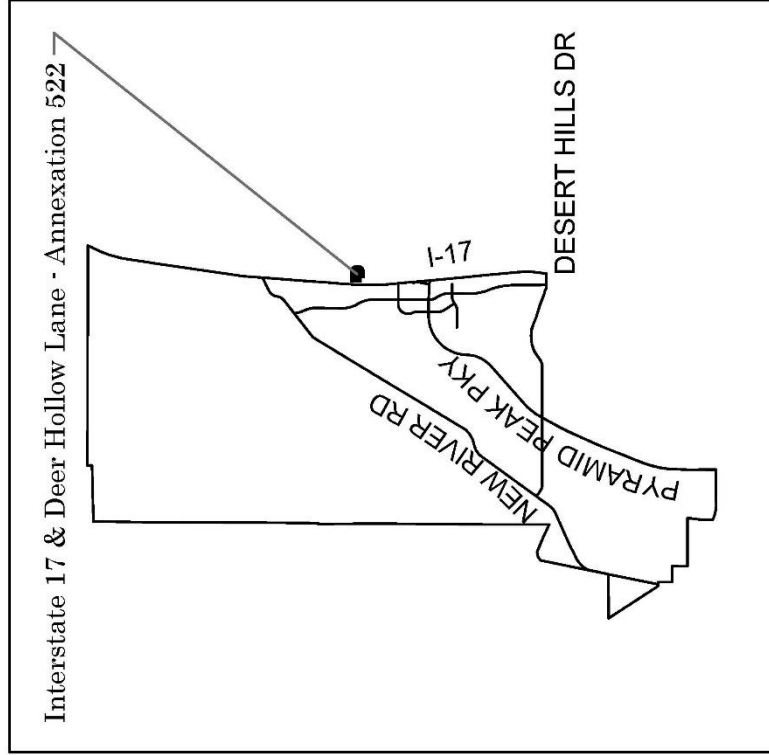
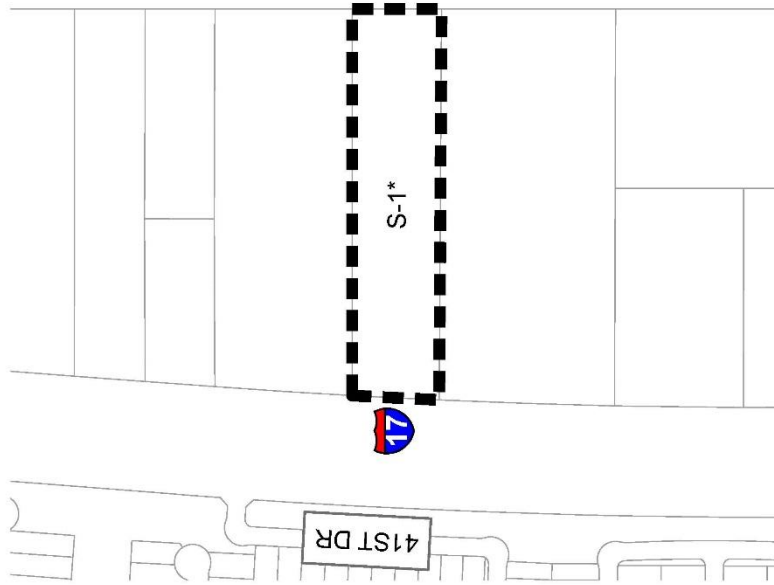
INTERSTATE 17 AND DEER HOLLOW LANE  
Legal Description  
Exhibit A

That part of the Southwest quarter of Section 3, Township 6 North, Range 2 East, G&SRB&M, Maricopa County, Arizona immediately adjacent to City of Phoenix Annexation Ordinance No. G4995 recorded at Document No. 2007-1125458 official records of Maricopa County, Arizona, said to be annexed also being the property described in Document No. 2021-1215657 official records of Maricopa County, Arizona more particularly described as follows: COMMENCING at the South quarter of said Section 3; thence Northerly, along the mid-section line of Section 3, a distance of 1242.39 feet, more or less to the Southeasterly corner of said property, and a Northeasterly corner of said Annexation Ordinance No. 4995 and the POINT OF BEGINNING; thence Westerly, along a line parallel with the South line of said Section 3 and along a line of said City of Phoenix Ordinance No. G-4995, a distance of 1194.35, more or less to the Easterly right of way line of the Black Canyon Highway, also known as the Phoenix-Rock Springs Highway and Interstate 17; thence Northerly, along said Easterly right of way line and along a line of said City of Phoenix Ordinance No. G-4995, a distance of 247.5 feet, more or less the Northerly line of said property described in Document No. 2021-1215657 and a corner of said City of Phoenix Ordinance No. G-4995; thence Easterly, along the Northerly line of said property and a line of said City of Phoenix Ordinance No. G-4995, a distance of 1167.03 feet, more or less, to the Northeast corner of said property and a corner of said City of Phoenix Ordinance No. G-4995 and a point on north-south mid-section line of said Section 3; thence departing said City of Phoenix Ordinance No.G-4995, Southerly along said mid-section line and the East line of said property, a distance of 245.41 feet, more or less, to the POINT OF BEGINNING.

# EQUIVALENCY ZONING MAP

Annexation Case: Interstate 17 & Deer Hollow Lane - Annexation 522  
Zoning Overlay: N/A  
Planning Village: Rio Vista

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: ■■■■■



NOT TO SCALE



Drawn Date: 3/15/2023



**Remove/Replace Zoning District - 95th Ave and Broadway Road - Annexation  
524 - 9349 W. Broadway Road (Ordinance G-7103)**

Request to authorize the City Manager, or his designee, to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by removing the Maricopa County RU-43 zoning district and replacing it with the City of Phoenix S-1 zoning district on property at the location described below, which was annexed into the City of Phoenix on Jan. 4, 2023, by Ordinance S-49315.

**Location**

9349 W. Broadway Road  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.



**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PHOENIX, ARIZONA, PART II, CHAPTER 41, THE ZONING ORDINANCE OF THE CITY OF PHOENIX, BY AMENDING SECTION 601, THE ZONING MAP OF THE CITY OF PHOENIX, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE ANNEXED PARCEL DESCRIBED HEREIN (95TH AVENUE AND BROADWAY ROAD ANNEXATION, NO. 524) FROM COUNTY RU-43 TO CITY'S S-1 (RANCH OR FARM RESIDENCE).

---

WHEREAS, on January 4, 2023, via Ordinance S-49315, the City of Phoenix annexed an approximately 9.52-acre property located at 9349 West Broadway Road, in a portion of Section 28, Township 1 North, Range 1 East, as described more specifically in "Exhibit A" and incorporated herein by this reference; and,

WHEREAS, as required by A.R.S. § 9-471.L, the city of Phoenix is required to adopt zoning districts on the subject parcel to permit uses and densities no greater than those allowed by the prior County zoning district; and,

WHEREAS, immediately prior to annexation the zoning applicable to this territory was Maricopa County's RU-43 zoning district; and

WHEREAS, the City's S-1 (Ranch or Farm Residence) zoning district is equivalent to Maricopa County's RU-43 zoning district;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The approximately 9.52-acre property located at 9349 West Broadway Road, in a portion of Section 28, Township 1 North, Range 1 East, which is described in “Exhibit A” and depicted in “Exhibit B” has been annexed to the City of Phoenix, and the present corporate limits of the City have been extended and increased to include such property.

SECTION 2. Pursuant to A.R.S. §9-471(L), the property depicted in Exhibit B is hereby removed from Maricopa County's RU-43 zoning district and placed into the City's S-1 (Ranch or Farm Residence) zoning district. This zoning designation shall take effect thirty days after this Ordinance is adopted, without further action by the City Council, and

SECTION 3. The City Clerk shall cause a copy of this Ordinance, together with “Exhibit A” and “Exhibit B” to be filed and recorded in the Records of the Office of the Maricopa County Recorder, and

SECTION 4. The Planning and Development Director is instructed to modify The Zoning Map of the City of Phoenix to reflect this use district classification change as shown in “Exhibit B.”

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 19th day of April, 2023.

---

MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By:  
\_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

Exhibits:  
A – Legal Description (1 Page)  
B – Ordinance Location Map (1 Page)

95TH AVENUE AND BROADWAY ROAD ANNEXATION  
Legal Description  
Exhibit A

That part of FARM UNIT "C" also being the North half of the Northeast quarter of Section 28, Township 1 North, Range 1 East, G&SRB&M, Maricopa County, Arizona, more particularly described as follows: BEGINNING at a point at the intersection of the South line of the North 40 feet and the WEST line of the Northeast quarter of said Section 28, said point also being the intersection of a Easterly line of City of Phoenix Ordinance No. G-4373, recorded at Document No. 2001-0604596 official records of Maricopa County, Arizona, and a South line of City of Phoenix No. G-4585, recorded at Document No. 2004-0285771 official records of Maricopa County, Arizona; thence Easterly along said South line of the North 40 feet and of said Ordinance No. G-4585, to the West line of the East 296.5 feet of the West half of the West half of said Northeast quarter of Section 28; thence Southerly along said West line, a distance of 1083.41 feet, more or less, to the North right of way line of the boundary conveyed to the Arizona Department of Transportation by Document No. 2021-1243611, official records of Maricopa County, Arizona; thence Southwesterly along said right of way line to the West line of said Northeast quarter of Section 28; thence Northerly along last said West line of the Northeast quarter of Section 28 to the POINT OF BEGINNING.





## Resolution of Intent and Resolution Ordering Formation of the Verdin Community Facilities District (Resolution 22114)

Resolution declaring the intent to form, and ordering formation of the Verdin Community Facilities District of the City of Phoenix (CFD or District) pursuant to Arizona Revised Statutes (A.R.S.) title 48, chapter 4, article 6 (sections 48-701 to 48-724).

### Summary

Pursuant to A.R.S. title 48, chapter 4, article 6, the City is authorized to form a CFD within its corporate boundaries. A.R.S. 48-702 provides that after filing a general plan for the CFD with the clerk of the municipality outlining a general description of public infrastructure improvements for which the district is proposed to be formed and the general areas to be improved, the City Council may adopt a resolution declaring its intention to form the district on a presentation of a petition signed by the owners of at least 25 percent of the land-area proposed to be included in the district. A.R.S. 48-707 (F) provides that, upon receipt of a petition signed by owners of all of the land in the proposed district and approval to form by the municipality, the municipality may declare the district formed and waive compliance with the provisions of the Act for posting, publication, mailing, notice, hearing or election.

On Feb. 8, 2023, Taylor Morrison (Applicant) and MacEwen Ranch, LLC (Owner) submitted an application requesting formation of the Verdin CFD, along with a petition that Applicant certifies has been signed by 100 percent of the property owners within the proposed district boundaries, and a proposed general plan for the CFD. The complete application is on file with the Planning and Development Department; the petition and proposed boundaries of the CFD are attached as **Attachment A**. The City's Chief Financial Officer has deemed the application complete, and staff has analyzed the application. Staff has determined that the proposed CFD, under the terms and conditions of the proposed development and inter-governmental agreement recommended for Council approval, is financially viable and complies with the City's policy for formation of community facilities districts. Staff recommends proceeding with the formation of the CFD. If formed, the CFD may not meet or take any action unless and until sufficient insurance, including Director's and Officer's Insurance, is obtained by the CFD and approved by the City's Chief Financial Officer.

### **Financial Impact**

There is no anticipated financial impact to the City. The CFD Development Agreement will contain provisions to fund all operations and maintenance expenses of the District, including the levy of ad valorem taxes and specific developer contributions to cover revenue shortfalls.

### **Concurrence/Previous Council Action**

City Council approved General Plan Amendment (GPA-DSTV-1-18-2) and Rezoning (Z-62-18-2) on May 5, 2022. Taylor Morrison/MacEwan Ranch will enter into separate development agreements related to Sonoran Desert Drive street improvements, along with water or sewer infrastructure obligations in order to develop the parcel. Staff will work with the developer on the specifics and bring those items forward for City Council approval at a future City Council meeting.

### **Public Outreach**

A.R.S. 48-707(F) provides that, upon receipt of a petition signed by owners of all of the land in the district described and approved by the municipality, the municipality may declare the district formed and waive compliance with the provisions of the Act for posting, publication, mailing, notice, hearing or election. On April 5, 2023, the Applicants submitted a petition signed by owners of all the land in the district described on **Attachment A**, the petition to form a community facilities district.

### **Location**

The Verdin Community Facilities District is generally the 473 acres of land on the south side of Sonoran Desert Drive between the 16th and 24th street alignments.  
Council District: 2

### **Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Finance, Planning and Development, Street Transportation, Water Services, and Parks and Recreation departments.

**ATTACHMENT A**

PETITION FOR ADOPTION OF A RESOLUTION  
ORDERING AND DECLARING  
FORMATION OF  
VERDIN COMMUNITY FACILITIES DISTRICT

STATE OF ARIZONA        )  
COUNTY OF MARICOPA   ) ss.  
CITY OF PHOENIX        )

THE UNDERSIGNED OWNER AND INTEREST HOLDER (hereinafter referred to as, collectively, “Petitioner”) OF ALL OF THE REAL PROPERTY hereinafter described by the attached parcels, acting pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the “Act”), respectfully petitions The Honorable Mayor and Council of the City of Phoenix, Arizona (hereinafter referred to as the “City”), to adopt a resolution (hereinafter referred to as the “Resolution”) declaring and ordering formation of a community facilities district (hereinafter referred to as the “District”) and would respectfully request the following with respect thereto:

I.

The name of the District to be “Verdin Community Facilities District,”

II.

The District to be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are modified, waived or restricted pursuant to agreements to be entered into by and among Petitioner, the City and the District,

III.

The District to contain an area of approximately 473.25 acres of land, more or less, wholly within the corporate boundaries of the City and to be composed of the land included in the legal description provided in Exhibit A hereto, which is made a part hereof for all purposes,



IV.

The District to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City; and to be formed for, and to have, all the purposes of a “district” as such term is defined, and as provided, in the Act,

V.

The formation of the District to result in the levy of ad valorem property taxes to pay costs of improvements constructed by the District and for their operation and maintenance,

VI.

The District to be governed by a board of directors of the District that consists of the members of the governing body of the City, ex officio,

VII.

Before the Resolution is adopted, the Clerk of the City to accept the filing of a “general plan” (as such term is defined in the Act and hereinafter referred to as the “General Plan”) for the District setting out a general description of the improvements for which the District is proposed to be formed, the general areas to be improved within the District and the estimated costs of construction or acquisition of the public infrastructure to be financed, constructed or acquired by the District, and

VIII.

The City to determine that public convenience and necessity require the adoption of the Resolution;

WHEREFORE, Petitioner attests and declares that on the date hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by Petitioner or, if a person listed on such assessment roll is no longer the owner of land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be Petitioner; that there currently are no residents on the land to be in the District and there shall be no residents within fifty (50) days preceding the first anticipated election for the District; that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed; that the District shall be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are modified, waived or restricted pursuant to agreements to be entered into by and among Petitioner, the City and the District; that public convenience and necessity require the adoption of the Resolution; and that the City shall in no way be liable for the payment of any of the costs of the public infrastructure described in the General Plan, nor liable for any liability, debt or obligation of the District;

WHEREFORE, as this Petition is signed by the owners of all the land to be in the District and there are not now, and shall not be within fifty (50) days preceding the first anticipated election of the District, residents on the land in the District, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with adoption of the Resolution are waived, and the City may, on receipt of this Petition, adopt the Resolution to

declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election; and

WHEREFORE, Petitioner respectfully requests that this Petition be properly filed as provided by law; that the City adopt the Resolution and declare and order the District formed without being required to comply with the provisions for posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the Resolution; and that such other orders, acts, procedure and relief as are proper, necessary and appropriate to the purposes of organizing the District and to the execution of the purposes for which the District shall be organized be granted as The Honorable Mayor and Council of the City shall deem proper and necessary.

[signatures on following pages]

RESPECTFULLY SUBMITTED this 1 day of February, 2023.

MACEWEN RANCH, LLC, an Arizona limited liability company

By: [Signature]  
Craig Mallery, its Manager

ACKNOWLEDGEMENT

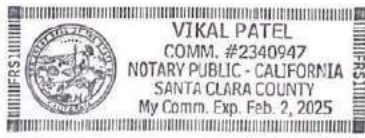
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF ~~SANTA CRUZ~~ )  
Santa Clara

On February 01, 2023 before me, Vikal Patel, Notary Public, personally appeared Craig Mallery, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruction the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. \_\_\_\_\_  
Signature: [Signature]



RESPECTFULLY SUBMITTED this 1<sup>st</sup> day of February, 2023.

TAYLOR MORRISON/ARIZONA, INC.,  
an Arizona corporation

By: [Signature]

Name: Robert Johnson

Its: Vice President, Land Development

STATE OF ARIZONA )

COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2023, by Robert Johnson, the Vice President, Land Development of TAYLOR MORRISON/ARIZONA, INC., an Arizona corporation, on behalf of the company.

[Signature]  
Notary Public

ATTACHMENT:

EXHIBIT A - Legal Description of Proposed CFD

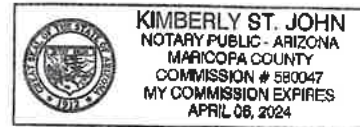


EXHIBIT A  
VERDIN  
BOUNDARY  
LEGAL DESCRIPTION

PARCEL NO. 1:

THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THAT PORTION OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 3 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 00° 20' 16" EAST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 2,501.66 TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 2,642.12 FEET TO THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 22; THENCE NORTH 00° 28' 49" EAST, ALONG SAID MID-SECTION LINE, A DISTANCE OF 141.23 FEET TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION 22; THENCE NORTH 89° 48' 35" EAST, ALONG SAID MID-SECTION, LINE A DISTANCE OF 2,641.83 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 00° 20' 16" WEST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THE NORTH HALF OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT. (AFFECTS THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27).

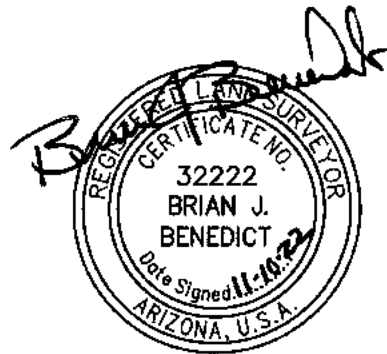
EXCEPT ALL MINERALS IN SAID LAND AS RESERVED TO THE UNITED STATES IN PATENT; AND EXCEPTING ALL URANIUM, THORIUM, OR OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF

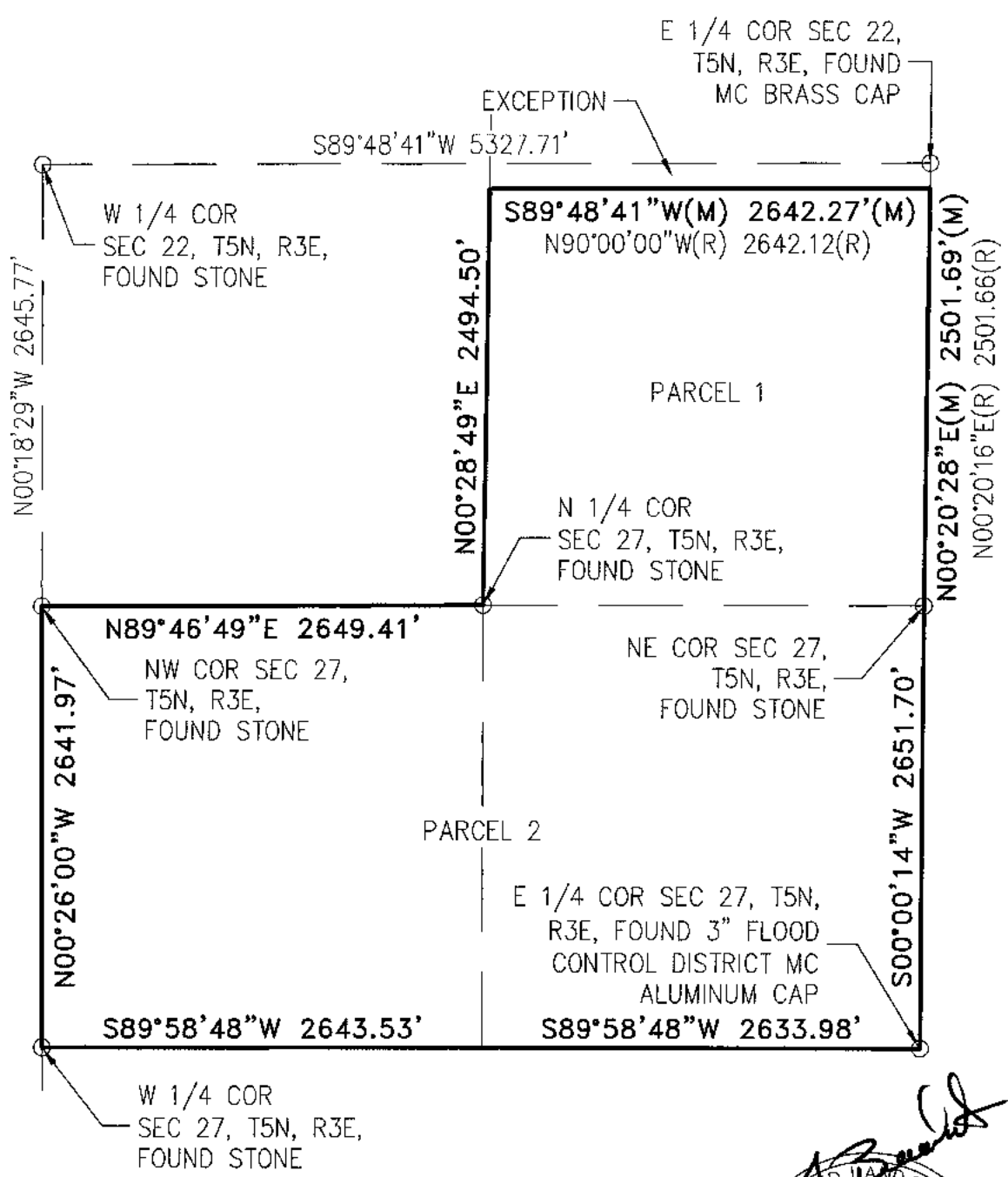
COMMERCIAL VALUE PURSUANT TO THE PROVISIONS OF THE ACT OF AUGUST 1, 1946 (60 STAT. 755),  
AS SET FORTH IN THE PATENT ON SAID LAND. (AFFECTS THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27).

The above described parcel contains a computed area of 20,614,608 sq. ft. (473.246 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No: 1784  
Date: November 2022





*Brian J. Benedict*  
 REGISTERED LAND SURVEYOR  
 CERTIFICATE NO. 32222  
 BRIAN J. BENEDICT  
 Date Signed: 11-10-22  
 ARIZONA, U.S.A.

PROJ.NO.:	1784
DATE:	NOV 2022
SCALE:	N.T.S.
DRAWN BY:	GS
CHECKED BY:	BJB

**VERDIN**  
 BOUNDARY  
 PHOENIX, ARIZONA

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**EXHIBIT**



**HILGARTWILSON**  
 2141 E. HIGHLAND AVE., STE. 250  
 PHOENIX, AZ 85016  
 P: 602.490.0535 / F: 602.368.2436





**Enter into Agreements for Participation in Construction, Operation and Maintenance of Certain Public Facilities to Serve the Proposed Verdin Development and Administration of Verdin Community Facilities District (Ordinance S-49611)**

Request to authorize the City Manager, or his designee, to negotiate and enter into a three-party development agreement and inter-governmental agreement (CFD DA), or other agreements as necessary, between the City of Phoenix (City), Taylor Morrison/Arizona, Inc., an Arizona Corporation, and MacEwen Ranch, LLC, an Arizona Limited Liability Company, (collectively, Developer) or its City-approved designee, and the to-be-formed Verdin Community Facilities District (District) outlining the parties' participation to construct, finance, operate, and maintain certain public water, sewer, roadway, drainage, and trail facilities necessary to serve the Verdin development, and for administration of the District. Further request authorization for the City Treasurer to accept and for the City Controller to disburse funds related to this item.

**Summary**

The Developer submitted an application requesting to form the Verdin CFD. Staff evaluated the application for compliance with state law and consistency with the City's CFD Policy and recommended City Council proceed with forming the District, per a Resolution. City staff and the Developer have reached general agreement on the major terms and conditions that would govern the District. If authorized by City Council, and subsequently approved by the District Board, the CFD DA would, at a minimum, address the following:

- The Developer, at its sole risk, is to design and construct to City standards, and dedicate to the City all public facilities necessary to serve the Verdin development.
- The City shall accept ownership of the facilities upon completion to the City's satisfaction.
- The District Board shall consist of the Mayor and City Council.
- The District may retain independent advisors, attorneys, bond counsel, engineers or other professionals at the District's expense.
- The District shall be granted bond authorization of \$80,000,000. Bonds are to be issued with a term not to exceed 25 years.

- The Developer shall be reimbursed no more than \$72,000,000. To qualify for reimbursement the Developer must, among other considerations, remain in compliance with public procurement rules pursuant to Arizona Revised Statutes (A.R.S.) title 34.
- The District Board shall have the sole and absolute discretion to issue and/or approve the sale of District bonds or levy District taxes, and the District shall not be obligated to issue or continue to issue any District bonds or levies.
- District bonds shall be issued in separate series over time when the assessed value of the property within the District is sufficient to support bond debt service given a target tax rate of \$3.85 per \$100 of net assessed limited property valuation, or at such time as Taylor Morrison provides collateral in amounts and type acceptable to the District Board. For purposes of the foregoing, all property in the District owned by the Developer, or any entity owned and controlled by the Developer, shall be assigned the last certified assessed value such property had when categorized as "vacant" for purposes of net assessed limited property valuation.
- Expenses incurred to issue bonds shall be included as part of each bond series and repaid with bond proceeds.
- The City and the District shall have no obligation for costs incurred by the Developer in excess of available bond proceeds after sale, unless otherwise agreed to by the parties prior to any encumbrance. For example, the Developer and City may enter into a separate Water and/or Sewer Repayment Agreement. However, any and all costs that are the subject of a Repayment Agreement are not eligible for reimbursement by the District.
- The District shall levy up to a \$0.30 ad valorem tax for Operation and Maintenance (O&M) costs in accordance with A.R.S. 48-701. If, at any time, the O&M tax revenue is insufficient to cover expenses, including City staff costs for administering District activities, the Developer shall agree to cover the shortfall such that there is no negative fiscal impact on general City operations. The Developer has further agreed to address, in separate development agreements, certain rate revenue shortfalls (e.g. sewer rates) necessary to mitigate negative fiscal impacts on City enterprise operations (e.g. sewer lift station and force mains) associated with serving the Verdin development.

### **Concurrence/Previous Council Action**

City Council has approved:

- General Plan Amendment (GPA-DSTV-1-18-2) and Zoning Amendment (Z-62-18-2) on May 5, 2022.

### **Location**

The Verdin Community Facilities District is generally the 473 acres of land on the south

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side of Sonoran Desert Drive between the 16th and 24th street alignments.  
Council District: 2

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Finance, Planning and Development, Street Transportation, Water Services, and Parks and Recreation departments.



**\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* State of Arizona American Rescue Plan Act (ARPA) Subrecipient Funding (Ordinance S-49632)**

Request to authorize the City Manager, or his designee, to enter into an intergovernmental agreement (IGA) with the State of Arizona to accept up to \$3 million of American Rescue Plan Act (ARPA) funding to respond to the negative impacts of the COVID-19 pandemic. Further request authorization to enter into agreements with eligible Phoenix entities to address impacts of the pandemic in an aggregate amount up to \$3 million using the ARPA funds awarded by the State. Further request authorization for the City Treasurer to accept and for the City Controller to disburse funds related to this item. There is no impact to the General Fund.

**Summary**

With City Council approval, the City will accept additional ARPA funding as a subrecipient of the State of Arizona to address negative impacts of the COVID-19 pandemic. With this funding, the City will enter into agreements with eligible entities to address negative health and economic impacts of the COVID-19 pandemic.

**Contract Term**

If approved, the IGA term will be Jan. 1, 2023 through Dec. 31, 2023, with a one-year renewal option. Related funding agreements will also expire on Dec. 31, 2023, with a one-year renewal option.

**Financial Impact**

There is no net financial impact by this action to the program.

**Responsible Department**

This item is submitted by Interim Deputy City Manager John Chan and the Community and Economic Development Department.



**City of Phoenix**  
PLANNING AND DEVELOPMENT DEPARTMENT

**To:** John Chan  
Interim Deputy City Manager

**Date:** April 13, 2023

**From:** Christine Mackay  
Community and Economic Development Director

**Subject:** REQUEST FOR ADD-ON TO THE APRIL 19, 2023 AGENDA – ORDINANCE ADOPTION – STATE OF ARIZONA AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT FUNDING

This memo requests an add-on to the April 19, 2023 Formal Agenda for City Council authorization to contract with, and accept additional American Rescue Plan Act (ARPA) funding from, the State of Arizona. The request is to accept up to \$3 million that will be directed to eligible entities to address negative health and economic impacts of the COVID-19 pandemic.

Approved:

  
\_\_\_\_\_  
John Chan, Interim Deputy City Manager



**\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Repeal of the Prevailing Wage Ordinance and Request an Eight-Hour Rule to Research the Legality of a Prevailing Wage Ordinance**

On April 17, 2023, Councilwoman Debra Stark, Councilman Jim Waring and Councilwoman Ann O'Brien submitted a request (**Attachment A**) to the City Manager to place an item on the April 19, 2023 Formal City Council agenda. The request is for the City Council to repeal the Prevailing Wage Ordinance and requests an eight-hour rule, per City Council Rule 15, to research the legality of a Prevailing Wage Ordinance. The request involves the Prevailing Wage Ordinance that was approved during the Special City Council meeting on March 22, 2023.

This request is in compliance with Rule 2(c) of the Rules of Council Proceedings.

**Responsible Department**

This item is submitted by City Manager Jeffrey Barton.

April 17, 2023

City Manager, Jeff Barton  
200 W. Washington St., 12<sup>th</sup> Floor  
Phoenix, AZ 85003



2023 APR 17 PM 4:41  
CITY CLERK DEPT.

**Add on items—Repeal of the Prevailing Wage Ordinance and Request an 8-hour Rule to Research the legality of a Prevailing Wage Ordinance**

City Manager Jeff Barton,

This is a request to put the items of (1) repealing of the Prevailing Wage Ordinance from the March 23, 2023 Special Meeting and (2) an 8 hour rule to request the research of the legality of such an ordinance for a future policy meeting. We have concerns with the adoption of the Prevailing Wage Ordinance from March 23<sup>rd</sup>, 2023 for the following reasons:

1. Neither the City Attorney nor city staff had an opportunity to review the adopted ordinance. Allowing our City Attorney time to give counsel based on current legislation and city policies provides for critical legal protection against future challenges,
2. City staff expressed concerns that the ordinance, as written, could impact the budget by 93 million dollars. Staff should conduct a thorough review and analysis to provide a transparent accounting of the impacts on the budget and potential cuts to proposed projects,
3. The ordinance, as written, may negatively affect the employee Class and Compensation Study. To ensure Phoenix leads as the most competitive government employer, we must provide overdue salary increases to retain and recruit city employees, and
4. Citizens were not afforded an opportunity to provide input on the ordinance. Issues should be vetted through a collaborative process involving stakeholders. The citizens of Phoenix are best served by a pattern and practice of extensive public outreach.

We, the undersigned, respectfully request placement of the repeal and research of the items on the April 19th, 2023 City Council formal agenda.

Councilmember Debra Stark  
Phoenix City Council—District 3

Councilmember Jim Waring  
Phoenix City Council—District 2

Councilmember Ann O'Brien  
Phoenix City Council—District 1