To: Mayor and City Council

From: Ginger Spencer
Special Assistant to the City Manager

Subject: FORMAL AND SPECIAL AGENDAS OF MAY 7, 2014

BACKUP INFORMATION TO THE FORMAL MEETING

Item 28  Page 41  District 7  Request to Withdraw - Ordinance S-40791 - Professional Building Redevelopment - Hotel Monroe

See attached memo from the Acting Community and Economic Development Director.

BACKUP INFORMATION TO THE SPECIAL MEETING

Item S-2  Page 99  Citywide  Resolution 21224 - MOU Between the City of Phoenix and AFSCME Local 2960 (Unit 3)

See attached report from the Human Resources Director and Labor Relations Administrator.

Item S-4  Page 100  Citywide  Resolution 21225 - MOU Between the City of Phoenix and the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5)

See attached report from the Human Resources Director and Labor Relations Administrator.

ADDITIONAL INFORMATION

Information on Labor Contracts - Unit 3

Information on Labor Contracts - Unit 5
To: Paul Blue  
Deputy City Manager

From: Hank Marshall  
Acting Community and Economic Development Director

Subject: REQUEST TO WITHDRAW ITEM 28, ORDINANCE S-40791 –  
PROFESSIONAL BUILDING REDEVELOPMENT – HOTEL MONROE,  
FROM THE MAY 7, 2014 CITY COUNCIL FORMAL AGENDA

This memo requests withdrawal of above-referenced Request for Council Action (RCA) from the May 7, 2014 City Council Formal Agenda. The City requires additional time to review information related to the project and discuss business terms with the developer. The RCA will be resubmitted pending finalized business terms.

Approved:  
Paul Blue, Deputy City Manager

Date: 5/2/14
This report is submitted as back-up information to Item S-2 on the Special City Council agenda of May 7, 2014, for the resolution approving the Memorandum of Understanding (MOU) between the City of Phoenix and the American Federation of State, County and Municipal Employees, AFSCME 2960 (Unit 3).

The City Manager, Human Resources Director, and Labor Relations Administrator recommend approval of this MOU.

Attachment:

Proposed MOU between the City of Phoenix and the American Federation of State, County and Municipal Employees, AFSCME 2960 (Unit 3)
MEMORANDUM OF UNDERSTANDING

2014 - 2016

CITY OF PHOENIX

AND

AMERICAN FEDERATION
OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
LOCAL 2960 AFL-CIO

COVERING UNIT III
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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.
ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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.

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

A. 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.

B. Mutual Benefit Activity Clause

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Phoenix City Council has determined there are specific activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which up to three (3) union designated positions of AFSCME Local 2960 will perform duties as outlined below.

C. Reporting and Accountability of Authorized City Business Time

In order to ensure the City maintains control over public resources the City will identify a Designee in order to ensure Union Designated Employees are providing the services consistent with the findings herein. The City’s Designee shall work directly with AFSCME LOCAL 2960 in order to confirm any and all paid activity of the Union Designated Employees is consistent with the activity approved below. The Union shall submit reports each pay period to the City’s Designee documenting the City Business of the Union Designated Employees and any leave used during that pay period. The City has the right to audit and challenge time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of AFSCME LOCAL 2960 or the City. The results of the audit may result in AFSCME LOCAL 2960 reimbursing the City for activity not deemed City Business under this Agreement.

D. Bank of Donated Leave

1. Only AFSCME Local 2960 unit members will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave two times each fiscal year to be used by union officers and representatives for Union-related activities as determined by the AFSCME Local 2960 Union President and Executive Board. Members will receive a letter informing them of their opportunity to voluntarily donate leave, following approval of the MOU.
2. The total hours donated by the members of AFSCME Local 2960 will be considered the maximum number of hours available for donated hours under Article 1, Section 1-3.

3. The maximum number of hours that may be donated by any Unit member is forty (40) hours, per fiscal year.

4. Only unit members may donate hours to the AFSCME Local 2960 bank of hours; AFSCME Local 2960 may only accept donated hours from their unit members.

5. No union member may use more than 40-hours of donated time during any one work week.

E. City Business Time

The City has determined that there are activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which Union Designated Employees of AFSCME LOCAL 2960 should be released from their official duties to perform. AFSCME LOCAL 2960 agrees that it will perform the following activities and acknowledges that it will receive City Business time for the time spent performing them:

1. Union Designated Employees will attend trainings that have been authorized in advance by the City.

2. Union Designated 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, Union Designated 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 the 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, Union Designated Employees will assist bargaining unit members with understanding and coordination of benefits.

5. With the goal of driving down medical costs while providing appropriate medical benefits, Union Designated Employees will participate directly and assist the City with benefit evaluations, including the Citywide Healthcare Task Force.
6. In order to ensure City resources are well coordinated, upon the direction of the City and consent of AFSCME LOCAL 2960, Union Designated Employees will participate in various City committees, as a member of the committee.

7. Represent employees involved in critical incidents at the time of incident (e.g. personal injury related).

8. Participate in City-sponsored community projects.

9. 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; in coordination with management, Union Designated Employees may assist bargaining unit members and management in matters related to employer/employee relations.

F. No Gift of Public Funds

In order to avoid even the appearance of “a gift of public monies to a private association,” Union Designated Employees shall be prohibited from engaging in any of the following activity while on paid City Business:

1. Lobbying. This includes letter writing or telephone calls.

2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals.

3. Organizing. This includes preparing and/or distributing union related materials.

4. Civil Service Discipline. This includes the representation of any bargaining unit member 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. Consideration

Recognizing the work of the Union Designated Employees as they carry out the above duties will require supervision, administrative oversight, office space, office supplies, administrative support, and AFSCME LOCAL 2960 agrees as follows:

1. At no cost to the City, AFSCME LOCAL 2960 agrees that it will provide biweekly activity and progress report(s) to a representative designated by the City.

2. At no cost to the City, AFSCME LOCAL 2960 Union Designated Positions will provide and pay for all costs associated with the transportation needs as
they carry out the duties identified in this agreement. Such costs will include providing an automobile, all maintenance associated with the automobile, liability insurance, and fuel expenditures.

3. At no cost to the City, AFSCME LOCAL 2960 will provide office space for the Union Designated Employees as they carry out the duties outlined in this agreement.

4. At no cost to the City, AFSCME LOCAL 2960 will provide the needed, as determined by AFSCME LOCAL 2960, office and communications equipment and services required by the Union Designated Employees to successfully carry out their duties as outlined above. Such supplies equipment and services shall include the following: office telephones, cellular telephones, computers, fax machines, etc.

5. At no cost to the City, AFSCME LOCAL 2960 will reimburse the Union Designated Employees, as appropriate, for any costs incidental to the carrying out of the duties outlined by this agreement.

H. Union Stewards

The Union may designate 52 stewards including ten (10) Chief Stewards and nineteen (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 one (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-l), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives. One steward working in the same department as a unit member under investigation may also attend investigative meetings, more than one steward may attend if they are on their N day/time. Stewards not from the same department as the grievant or employee under investigation may provide representation. City Business time is not available for these activities.

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 fourteen (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.

I. Requests for City Business Time

1. Designated union members who wish to use City Business time must submit a request as soon as the need for time is known but no later than 72 hours in advance of the time requested to an individual designated by the Labor Relations Administrator. 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.

2. If a request is denied and the designated union member believes that the activity for which time was requested has either a dual public/private purpose or an exclusively public purpose, the designated union member may appeal that denial to the Labor Relations Administrator whose determination is final and may not be grieved or appealed in any way.

J. 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 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.

K. 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.

L. 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. No City Business time will be available for this purpose.

M. 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 fourteenth (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.

N. 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'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 one (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.

Material and content which is not abusive of any person or organization, which complies with law regulating the political activities of City employees, and which is not disruptive of the City's operations, may be discussed or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. No City Business time will be available for this purpose.

Where possible, Unit III becomes a participant in the appropriate electronic distribution lists for promotions, seamless service, City Connections and/or educational opportunities.

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.

A. 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.
B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. Unit members in all City departments, have the right to representation, during the conduct of a management initiated investigatory interview when it becomes apparent that facts or evidence sought by management will result in disciplinary action against the employee being interviewed. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/colleague complaint, or other.** 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. In addition, Police Department employees are also covered by provisions in Section 1-4 (F) of this article.

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. **No Union Steward can receive City Business time for Union representation activities.**

**Intent:** City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.

A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. 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.

**Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.**

An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee’s Personnel files.

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (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 investigative processes remaining to be completed, as well as an estimated date of completion.

**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.**

C. 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 employee is entitled to designate one (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 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 over all "met").

All unit employees may request that all their departmental personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the departmental personnel file and moved to a section marked “Inactive” in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the Inactive section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member’s personnel file after 10 (ten) years as an active employee.

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

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from all departmental personnel files is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

D. 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.

E. A coaching is a verbal discussion or meeting with an employee to actively discuss problems with the employee’s performance. 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 two (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 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 and credibility. The supervisory counseling shall be initialed or signed by the unit member within two (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. The supervisory counseling will be purged
from the supervisor’s file after one (1) year provided no further incidents of a similar nature occur during this one (1) year period.

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 will be provided a copy of the investigative summary (if any exists) supporting the written reprimand at the time the unit member receives the reprimand.

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.

If a unit employee is suspended, it is understood that a suspension day is defined as eight (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 forty (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" PMG 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 PMG.

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

**Employees can only appeal overall “Not Met” PMGs but there are resources for employees concerned about specific comments and “Not Met” ratings that they feel do not adhere to the best practices of the Supervisor’s Guide to PMGs and Performance Appraisal.**

F. 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 ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been 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 seven (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 tape. In order to receive this copy, the unit member must provide Professional Standards with a blank standard cassette tape. The unit member shall not receive additional pay for picking up or dropping off this tape.

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 one (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 and will attend the above meeting as a non-participating passive observer only. 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. 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 and will attend the above meeting as a non-participating, passive observer only. 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.

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.

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 notice to the Union within ten (10) working days whenever a reclassification study relating to Unit III is undertaken and 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 Union of the results of any Unit III reclassification study thirty (30) days prior to that study being presented to the Personnel Committee.

The City shall notify the Union in writing, thirty (30) calendar days prior to any new position or classification being placed permanently into Unit III.

B. 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. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training or experience qualifications in position classification standards resulting in classification changes or resulting in positions removed from the unit.

D. 1. The Union may submit written requests for job classification studies to the Human Resources Department. The Union will get at least one of their prioritized job reclassification studies started each year in order of their ranking. In addition, the Union will be allowed to meet with the person conducting the job study of a group or work unit prior to the preparation of any report or recommendations.

2. 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.
   e) The City will endeavor to complete such studies six (6) months of start of audit.

3. 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 in that respect.

4. Due to the continuing moratorium on classification and compensation studies and the recent citywide pay and benefits study which included a substantial number of Unit 3 job classifications, this provision (1-6 D 1-3 above) has been suspended for the 2014 - 2016 MOU. The parties will revisit this provision during the next Meet and Confer process.

E. 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 thirty (30) days prior to elimination of any Unit 3 positions.

F. Upon the Union’s filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City will provide the union with information in electronic format of unit employees' name, home address, date of employment, and department. This shall be provided upon the request of the Union.
Upon the Union’s filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City will also provide mailing labels of all Unit 3 employees at the request of the Union. The Union will bear the cost of providing the mailing labels.

Upon the Union’s filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union on a semiannual (February 1 and August 1) basis, at actual cost, with a listing of unit members indicating name, address, job classification, department number, position number, and geographic payroll locator code. This listing shall be in a format compatible with the Union's computer.

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

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

As a matter of good labor-management relations a unit member who believes that he has a bona fide grievance must discuss and attempt to resolve it with his immediate non-unit supervisor. The unit member and the immediate supervisor shall be the only participants in the informal meeting.

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

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

C. Procedure

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

The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fifteen (15) 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 ten (10) 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 time period for an appeal begins when a fax is sent to the Grievant’s representative. (Grievance responses may be emailed or faxed. Email to officestaff@afscme2960.org or local’s current email approved by Local President. Fax 602-716-9337. It is recommended that the fax is sent when the copy is given to employee).

Step II

If the response of the first level of review does not result in resolution of the grievance, the Grievant may appeal the grievance by signing and completing the City form and presenting it to the second level of review (Department Director designated by the City) within ten (10) calendar days of the Grievant’s receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) 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 time period for an appeal begins when a fax is sent to the Grievant’s representative. (Grievance responses may be emailed or faxed. Email to officestaff@afscme2960.org or local’s current email approved by Local President. Fax 602-716-9337. It is recommended that the fax is sent when the copy is given to employee).

Step III

If the response of the second level of review does not result in resolution of the grievance, the Grievant and the Union may, within ten (10) calendar days of having received the Step II response, appeal the grievance by signing and completing the City form and presenting it to the Grievance Committee. The time period for an appeal begins when a fax is sent to the Grievant’s representative. (Grievance responses may be emailed or faxed. Email to officestaff@afscme2960.org or local’s current email approved by Local President. Fax 602-716-9337. It is recommended that the fax is sent when the copy is given to employee).

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.

Secretary: The Labor Relations Administrator or the Administrator's designee.

Member: The President of the Local or the President's designee.

At the beginning of each MOU year, the Union and the City will each select five (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 ten (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 sixty (60) calendar days of receipt of the appeal. The Grievance Committee shall, within ten (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.

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 ten (10) calendar days of having received the Step II 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 ten (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:

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

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.

Step IV

The City Manager shall, within ten (10) calendar days of the receipt of the Grievance Committee's or arbitrator's written findings and recommendations, 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 II 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 grievance 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 ten (10) days of the occurrence prompting the grievance, or within ten (10) days of the date upon which the employer became aware of the situation prompting the grievance. The President, or his designee shall in each case provide a written answer within ten (10) days from receipt of the grievance.

Unresolved employer grievances may be submitted to arbitration pursuant to Step III herein, provided that the employer shall bear the costs of the services of the arbitrator.

K. It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step III 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 and will send by mail, to the Grievant's home address, the date, time, and place of any grievance committee hearing. 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 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 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 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 will stipulate that arbitrators should be from within Arizona.

The parties will, 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 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 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, 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 seven (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 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 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 two (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 a maximum of six (6) representatives of the Union and five (5) representatives of the City in addition to the Labor Relations Administrator who shall be Chairman. 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.

The pay grade of Unit 3 employees working as Fire Emergency Dispatchers will be discussed in Labor-Management and RBO during the first year of the 2014-2016 MOU.
Out-of-class pay will be discussed in a Labor-Management meeting during the first year of the 2014-2016 MOU.

Shift differential for employees holding over from a regular work shift will be discussed in a Labor-Management meeting during the first year of the 2014-2016 MOU.

The Committee shall meet monthly or at other mutually scheduled times.

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.

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 four (4) hours per employee per meeting.

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 two (2) unit members appointed by the Union and two (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 four (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. **Continue 2012 - 2014 MOU Concessions.** 24 hours of unpaid furlough each fiscal year, 0.3% of the 1% wage concession, suspension of the deferred compensation benefit, suspension of the “12-hour rule” for overtime benefit, suspension of the compensatory time conversion benefit, 50% suspension of the vacation buyback benefit, and 50% suspension of the linguistics pay benefit.

B. **2014 - 2016 Concessions.** The following concessions will be applied: 24 hours of unpaid furlough each fiscal year of the MOU and an additional 8 hour “floating” holiday furlough in the second year of the MOU, suspend the remainder of annual vacation buyback (Section 5-5B), eliminate payment for Welfare portion of insurance payment (Section 5-3), eliminate reimbursement for training (Section 1-3 G), and a general wage decrease of .65% (Section 3-1) the first year of the MOU and an additional general wage decrease of .65% (Section 3-1) the second year of the MOU.

C. **Restore paid sick leave counted as time worked when calculating overtime** (Section 3-2 B).
D. MOU Reopener on section 3-1: If the City projects a 2015-16 General Fund surplus* of $10 million or more, upon request by the labor unit, the City will be required to negotiate with the unit to determine a portion of the surplus be used to provide one-time compensation in fiscal year 2015-16. The agreed upon portion will be used to determine the one-time compensation payment in the General Fund, which will then be also applied to positions across all funds in the City.

*Surplus or deficit to be calculated based on the Preliminary 2015-16 Budget Status presented to Council no later than February 2015 and determined as the excess/deficit of projected available General Fund resources over/under expenditures needed to provide current Council-adopted service levels. If a range is provided in the preliminary status, the mid-point of the range will be used.

E. 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.

F. 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.

G. Productivity Enhancement Pay

In recognition of dedicated service and overall performance, the City agrees to implement effective January 1987, the following Productivity pay formula for unit members:

1. Pay Benefits:

   On July 7, 2014, November 24, 2014, July 6, 2015, and November 23, 2015, unit members who have completed at least six years (6) but no more than up to nineteen (19) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred ($100) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of $2,800 at the completion of nineteen (19) years of continuous full time service.

   On July 7, 2014, November 24, 2014, July 6, 2015, and November 23, 2015, unit employees who have completed twenty (20) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred twenty five dollars ($125) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of $6,000 at the completion of twenty-nine (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 six (6) years of continuous full-time service.

c) An employee must have achieved the overall performance rating of “Met” on his latest scheduled 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.

e1) Effective July 2014 – June 2015) 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 ninety (90) days to one hundred twenty (120) days, and if that evaluation is “meets standards” or better, he will be eligible to receive the next scheduled Productivity Enhancement payment.

e2) Effective July 2015 – 2016) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall “Not Met” evaluation shall receive another evaluation within ninety (90) days to one hundred twenty (120), and if that evaluation is an overall “Met”, he will be eligible to start receiving Productivity Enhancement pay the first paycheck for the first full pay period after the next qualifying date.

3. Terms of Payment:

a) Payments will be made within thirty (30) days of the qualifying date for the first year of the MOU.
b) Employees who separate from City employment after the qualifying date, but prior to the payment day during the first year of the MOU, shall receive the payment in their termination check.

c) For the first year of this MOU, Productivity Enhancement will be paid in July 2014 and December 2014 in lump sum payments.

d) Beginning July 2015, Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying member's regular paycheck.

H. 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:

   Effective July 5, 2004, 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 fifty dollars ($50) per month.

   The linguistic skills benefit was reduced by 50% in the 2010-2012 concession agreement. This reduction remains in effect through the 2014 – 2016 agreement.

I. Unit 3 employees who receive an overall “Met” on their PMG and are eligible for merit shall receive it in accordance with the pay plan.

J. Furloughs

Furlough days must be scheduled and taken in a manner to provide adequate customer service while avoiding additional cost to the City. Therefore, the city will create an interval schedule to create a fair method to determine owed furlough hours from current employees, new employees hired or transferred into the unit, or employees that have been off work for extended leaves of absences.

Employees may take furlough days that lag behind of the interval schedule as long as the leave has been submitted and approved during the interval and a plan is in place in place to achieve all required furlough days by the end of the fiscal year.

Employees may also take furlough days in advance of the interval schedule as long as leave has been approved and is within the fiscal year.

Employees that have not scheduled their required furlough days by April 31st of the fiscal year, and the supervisor and employee cannot mutually agree on the days to be taken; the supervisor can schedule the furlough(s) on behalf of the employee.
The unpaid “floating” holiday furlough may be taken in at least a one (1) hour increment at the employee’s discretion during the second fiscal year of the MOU.

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 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 breaks.

Overtime for unit members assigned to a 4/10 work week schedule is defined as time assigned and worked beyond the regularly scheduled ten (10) hours per shift or forty (40) hours per week.

There will be a minimum of twelve (12) hours off between shifts for unit members working a 4/10 and 5/8 schedules. If this is not possible, the unit member will receive overtime compensation at his regular rate of pay for each full hour worked within the described twelve (12) hour period for a 4/10 or 5/8 schedule.

This language only applies to employees who work two (2) full shifts. If an employee works less than a full shift either before or after his/her regular shift, the twelve (12) hour rule does not apply.

The 12-hour rule benefit was suspended in the 2010 – 2012 concession agreement. This suspension remains in effect through the 2014 – 2016 agreement.

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 one and one-half (1 ½) times the regular rate, or compensatory time at one and one-half (1 ½) times up to a maximum accumulation of two hundred (200) hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of two hundred (200) 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 "C."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of one hundred and twenty (120) hours in no more than two, sixty (60) hour
increments, by notifying the Department Head 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). Those departments previously observing more frequent conversion and payment during a calendar year, pursuant to written authorization from the City Manager's office, may continue to do so during the term of this agreement. Payment can be made in a separate warrant if requested by the employee.

This compensatory time conversion benefit was suspended in the 2010 – 2012 concession agreement. This suspension remains in effect through the 2014 – 2016 agreement.

D. Call-Out Pay

An employee shall have a minimum of three (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 forty-five (45) minutes after being relieved from duty. This 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. Where employees are assigned take-home transportation, they will not be allowed the forty-five (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 (time and one half), providing said overtime is not immediately preceding or following his regular work hours.

E. Cash compensation for all overtime will be at one and one-half (1 1/2) times the regular rate after the first seven (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 seven (7) minutes goes to the next quarter hour). There will be no compensation for calls under seven (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 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 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 six (6) hours 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 six (6) hours in any given 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 seven hundred and fifty (750) qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to twenty five (25%) of his base hourly rate for all hours in excess of two hundred and fifty (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 sixty cents ($.60) per hour in addition to their hourly rate of pay when working a night shift which ends at or after 10:00 p.m. (9:00 p.m. in the Library Division) and before midnight, and eighty cents ($.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.

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 six (6) hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive sixty cents ($.60) per hour in addition to their hourly rate of pay when working a night shift which ends between 10:00 p.m. and 3:00 a.m., inclusive; and eighty cents ($.80) per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.
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 three dollars ($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 four (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 four (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 three (3) hours pay at time and one-half (1 ½) his regular rate of pay, except that an employee shall not be eligible for additional compensation during that three (3) hour period.

Court Time Stand-By:

When a Police Department Assistant 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 twenty-five dollars ($25.00) 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.

Section 3-9: Deferred Compensation Program

The City shall continue to contribute 0.1% of each Unit member’s monthly base wages to the City Deferred Compensation Plan.

This Deferred Compensation Program benefit was suspended in the 2010 – 2012 concession agreement. This suspension remains in effect through the 2014 – 2016 agreement.

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 regular work day and regular work week shall consist of five (5) consecutive days of eight (8) hours or four (4) consecutive days of ten (10) hours of work excluding unpaid meal periods in a seven (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.

It is the intention of the parties that they shall discuss alternatives in Library weekend and holiday scheduling. Such discussions will be within the context of the Labor-Management Committee, Article 2, section 2-2.

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).

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 fourteen (14) calendar days to the affected employee(s). "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, fourteen (14) calendar days notice will be given to change 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 seven (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 twenty-four (24) hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) consecutive days of eight (8) hours of work or four (4) consecutive days of ten (10) hours of work, excluding unpaid meal periods. This provision shall not apply to relief positions.
Section 4-2: Rest and Lunch Periods

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

<table>
<thead>
<tr>
<th>WORK WEEK</th>
<th>MEAL PERIOD</th>
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</thead>
<tbody>
<tr>
<td>5 DAY WORK WEEK</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>30 minutes on the job, paid at straight time</td>
</tr>
<tr>
<td>8-1/2 hours</td>
<td>30 minutes, unpaid</td>
</tr>
<tr>
<td>9 hours</td>
<td>60 minutes, unpaid</td>
</tr>
<tr>
<td>4 DAY WORK WEEK</td>
<td></td>
</tr>
<tr>
<td>10 hours</td>
<td>30 minutes on the job, paid at straight time</td>
</tr>
<tr>
<td>10-1/2 hours</td>
<td>30 minutes, unpaid</td>
</tr>
<tr>
<td>11 hours</td>
<td>60 minutes, unpaid</td>
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</tbody>
</table>

Schedules for Police Assistants and Police Aides, in the Police Department shall include a paid straight-time meal period of one-half (1/2) hour on the job.

Two (2) paid 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. The City may experiment with flextime schedules. In the event such schedules are inconsistent with this Article, the parties will resolve the problems raised thereby in the context of the Labor Management Committee, Article 2, section 2-2. 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 time and one-half (1 ½ 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 forty (40) hours that week. When a Unit member does not receive a paid meal period, his meal period shall be uninterrupted and duty-free. 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.

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 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.
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. The City shall provide the Union with a list of Unit members showing each Unit member’s 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 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. Effective August 1, 2002, 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 2003, 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 Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives from the City and a Local 2960 representative.

C. It is understood between the City and the Union that any changes in health insurance benefits and/or rates shall be effective on or about August 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.
D. Effective August 1, 1988, the City will implement 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. Commencing July 1994, all Unit III 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.

| 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.

Section 5-2: Dental Insurance

Effective August 1, 2002 the City shall pay the full premium costs for single coverage.

Effective August 1, 2002 the City shall pay seventy-five percent (75%) of the premium costs for family coverage for a City dental plan.

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 two thousand five hundred dollars ($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 four thousand ($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 one thousand dollars ($1,000) or twenty-five thousand dollars ($25,000), 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).

It is understood between the City and the Union that any changes in life insurance benefits shall be effective on or about August 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 members 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'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 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.

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.

The City will contribute six ($6) dollars per month per full-time employee (based on 2,473 full-time employees) to the union for establishing and offering a life/long term care insurance benefit to unit employees. These funds will be transferred to the union monthly and in a separate warrant. The union shall oversee the funds and administration of the program.

The number of full-time employees will be updated each contract based on the figures used in the Wage and Benefit Projection. The resulting charge or credit will be applied to the costing of the contract.

The Union and the City will jointly develop guidelines for this life/long term care insurance benefit by September 30, 2012. Starting with the quarter ending December 31, 2012, the Union will submit quarterly statements to the City that provide information on all the expenses associated with this program. The Union agrees to return any payments to the fund that are not in compliance with the mutually agreed upon guidelines.
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 twelve consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 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 thirty (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 - Four (4) hours
- Christmas Day - December 25
- Two 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 six (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: 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, plus compensatory time credit for each hour assigned and worked to a maximum of eight (8) hours.

B. On July 1, 2014 and July 1, 2015, every unit member will receive eight (8) hours of vacation time, in addition to their other annual accruals, added to their vacation leave.

Vacation accrual, carryover, and separation payout shall be governed by the following table:

<table>
<thead>
<tr>
<th>SERVICE YEARS</th>
<th>MONTHLY ACCRUAL</th>
<th>MAXIMUM CARRYOVER</th>
<th>PAYOUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>8 hours</td>
<td>192 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>6-10</td>
<td>10 hours</td>
<td>240 hours</td>
<td>300 hours</td>
</tr>
<tr>
<td>11-15</td>
<td>11 hours</td>
<td>264 hours</td>
<td>330 hours</td>
</tr>
<tr>
<td>16-20</td>
<td>13 hours</td>
<td>312 hours</td>
<td>390 hours</td>
</tr>
<tr>
<td>21 +</td>
<td>15 hours</td>
<td>360 hours</td>
<td>450 hours</td>
</tr>
</tbody>
</table>

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 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 and has used forty (40) hours of vacation/comp-time during the calendar year.

This vacation buy out benefit was suspended in the 2010 – 2012 concession agreement. Employees may buy out up to 40 hours of vacation each November. The suspension of the May buy out period remains in effect through the 2014 – 2016 agreement.

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. During the next twelve months, the Union will participate in Labor-Management efforts to discuss options to a Paid Time Off program.**

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:

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Assistant*/Detention Officer</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Police Aide</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Police Communications Operator</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Fire Prevention Specialist Trainee</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Fire Prevention Specialist (Including employees in Planning &amp; Development)</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Fire Emergency Dispatcher/Lead**</td>
<td>$725 per annum</td>
</tr>
<tr>
<td>Municipal Security Guard*</td>
<td>$725 per annum</td>
</tr>
</tbody>
</table>

(Part-time employees receive 80% of full-time allowance ($580) in Library Dept only)

*The City will issue a one-time $200 winter uniform jacket allowance to Police Assistants at the time they are assigned to the Parking Enforcement Detail and also to Municipal Security Guards and Police Assistants in Police Transit for outdoor work.

**The Fire Department will continue to contribute $100 per annum toward uniforms for Fire Emergency Dispatcher/Lead for a total uniform allowance of $825.

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 thirty (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 one-twelfth (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 one-twelfth (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 two (2) months or longer shall have the next annual uniform allowance reduced by one-twelfth (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, of its intent. The Union may, within ten (10) calendar days following receipt of the notice, request a meeting of the Labor-Management Committee to discuss the proposed changes/modifications.

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

2. To be eligible for any reimbursement, 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 of 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 $150 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 twelve dollars ($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:
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 fifty percent (50%) when they park at the 305 garage or Adams Street Garage.

F. The City will provide two (2) 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 three (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 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 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 seven (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. 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 and AFSCME Local 2960 will meet and confer on any modifications to Article 1-3, 1-4.B, or 5-5.B.

C. 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 sixty (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, 2014 through June 30, 2016 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 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 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
   2.28 Reimbursement for Specified Expenses Incurred by Personnel on City Business
   2.34 Placement of Temporarily or Permanently Disabled Employees
   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 verbal statement shall supersede any of its provisions.
ADDENDUM

The following Article 1, Section 1-3 Union Rights is suspended pending the outcome of the Cheatham vs. Gordon litigation. At the time a decision is reached, the language from the prior agreement that is deemed permissible by the court will be implemented.

For reference, due to the court’s injunction, revisions were made to the following bolded areas of Article 1, Section 1-3.

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. 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.

1. Full-Time Release Positions

The President and Vice President, in addition to one additional full-time release position 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 three hundred sixty-eight (368) hours 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 processing in the second pay period of August.

2. Union Stewards

The Union may designate 52 stewards including five (5) Chief Stewards and fourteen (14) 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 one (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-I), 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 fourteen (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 three (3) working days advance notice to the Labor Relations Division, a unit total of four thousand five hundred forty (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. 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 MOU year.

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 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. 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

6. 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 fourteenth (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.

7. 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.

8. 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.

9. 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.

10. 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’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 one (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.

Where possible, Unit III becomes a participant in the appropriate electronic distribution lists for promotions, seamless service, City Connections and/or educational opportunities.

G. 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.
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.

The following Article 1, Section 1-4.B, second paragraph, Rights of Unit Members is modified pending the outcome of the Cheatham vs. Gordon litigation. At the time a decision is reached, the language from the prior agreement that is deemed permissible by the court will be implemented.

Section 1-4: Rights of Unit Members

B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. In addition, Police Department employees are also covered by provisions in Section 1-4 (F) of this article.

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. 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 one (1) hour if called in from home.

Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.
DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation
City Clerk
Community & Economic Development
Civic Plaza
Engineering & Architectural Services
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
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.
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.
This report is submitted as back-up information to Item S-4 on the Special City Council agenda of May 7, 2014, for the resolution approving the Memorandum of Understanding (MOU) between the City of Phoenix and the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5).

The City Manager, Human Resources Director, and Labor Relations Administrator recommend approval of this MOU.

Attachment:

Proposed MOU between the City of Phoenix and the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5)
MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS ASSOCIATION

LOCAL 493

DRAFT

2014 - 2016
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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 two (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 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. Unauthorized Activities

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 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 (*including via e-mail*) 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 two (2) shift representatives for each of the three (3) twenty-four (24) hour shifts (Shift A, Shift B, and Shift C) and one (1) for the day shift with the understanding that the Union will make every effort to ensure that the shift representative works on the shift represented and shall notify the Fire Chief of such 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.

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.

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 four (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.
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.”

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. An employee may request that disciplinary documents (written reprimand and above) be purged from his Departmental Personnel File as provided in Fire Department Operations Manual, Section 5, #105.11 and moved to a section marked “Inactive” in the Central HR Department personnel file.

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

A. Informal Resolution

1. It is the responsibility of employees 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.

2. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

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

C. Procedure in processing a formal grievance, the following procedure shall apply:

Step 1

The grievant shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his/her District Commander or Section Head as designated by the City within ten (10) calendar days of the initial commencement of the occurrence being grieved. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance of such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant's representative, if any.

Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the second level of review (Division Head) within five (5) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. Within ten (10) 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.
Step 3
If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the third level of review (Fire Chief or designee) within five (5) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 3.5
After the Department Head's decision, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to the Labor Relations Administrator. The grievance, as originally written, and the attached response from the Department Head must be submitted to the Labor Relations Administrator within fourteen (14) calendar days of the receipt of the Department Head’s answer. The Labor Relations Administrator shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the Department Head or his designee and the grievant and his representative in an attempt to resolve the grievance. The Labor Relations Administrator shall then submit written recommendations for the resolution to the grievant and the Department Head within fourteen (14) calendar days of the meeting.

Step 4
If the response of the third level of review does not result in resolution of the grievance, the grievant and the Union may jointly invoke this Step 4 procedure. The Union shall decide to either go to the Grievance Committee or go forward to arbitration. If the Grievance Committee is chosen, the membership of the committee shall be:

1. Representative of the City Manager’s Office (other than Labor Relations)
2. Representative chosen by Local 493 President
3. Party mutually agreed upon by both of the above.

If arbitration is chosen Department management and the grievant, or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one (1) 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:

1. The arbitrator shall neither add to, detract from nor modify the language of the
Memorandum or of Department rules and regulations in considering any issue properly before him.

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

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

4. The arbitrator shall within thirty (30) days from the close of the arbitration hearing submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.

5. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

Step 5
The City Manager shall, within ten (10) calendar days of the receipt of the arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

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

E. It is understood by the parties that the benefits granted by Section 2-1 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.

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 in 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.

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. Continue 2012 – 2014 MOU Concessions: 0.65% of the 1% wage concession; 1% reduction in the Deferred Compensation benefit; and, the suspension of the vacation buyback benefit.

B. 2014-2016 Concessions: 1.6% total compensation concession in fiscal year 2014-2015 and a 0.9% total compensation concession in fiscal year 2015-2016. These concessions will be applied as follows:

1. Year 1 (2014-2015). Replace the sick leave sell back option with lump sum annual payments (not pension eligible) for a period not to exceed three years (Article 3, Section 3-4, Subsection B.5); replace the vacation sell back option with lump sum annual payments (not pension eligible) for a period not to exceed three years (Article 5, Section 5-5, Subsection E); designate unpaid
furlough days (24 hours for 56 hour employees and 16 hours for 40 hour employees); reduce uniform allowance from $625 to $300 (Article 5, Section 5-6, Subsection A); and reduce Deferred Compensation Plan payment from 5% to 4.55% (Article 3, Section 3-5, Subsection A); and eliminate the City contribution to the Health and Fitness Equipment Fund (Article 5, Section 5-7).

2. Year 2 (2015-2016). Continue Year 1 concessions and add the following: eliminate the City contribution to the Employee Benefit Trust Fund (Article 5, Section 5-10); reduce the uniform allowance from $300 to $0 (Article 5, Section 5-6, Subsection A); and, reduce Deferred Compensation Plan payment from 4.55% to 4.42% (Article 3, Section 3-5, Subsection A).

C. MOU Re-opener on Article 3, Section 3-1: If the City projects a 2015-16 General Fund surplus* of $10 million or more then, upon request by the Union, the City will be required to negotiate with the Union to determine a portion of the surplus be used to provide one-time compensation in fiscal year 2015-16. The agreed upon portion will be used to determine the one-time compensation payment in the General Fund, which will then be applied to positions across all funds in the City.

*Surplus or deficit to be calculated based on the Preliminary 2015-16 Budget Status presented to City Council no later than February 2015 and determined as the excess/deficit of projected available General Fund resources over/under expenditures needed to provide current City Council-adopted service levels. If a range is provided in the preliminary status, the mid-point of the range will be used.

D. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists, and the ARFF program, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive $264.625 per month assignment 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 both assignment pays.

This monthly amount was reduced by 1% in the 2010 – 2012 concession agreement. Effective July 9, 2012, 0.35% of the 1% concession was restored.

E. Effective July 14, 2008, employees who meet the Fire Department’s linguistic skill qualifications and become certified, shall receive a premium of seventy-five dollars ($75.00) per month. Effective July 5, 2004 twelve (12) employees, who meet the Human Resources Department’s bi-lingual coordinator linguistic skill qualifications
and become certified, shall receive an additional premium of three hundred dollars ($300.00) per month. Effective July 1, 2014, linguistic skill recertification for all employees is required every five (5) years. The linguistic coordinator will be responsible for notifying the employee that recertification is due. The employee’s benefit will not be diminished due to delay of recertification by the linguistic coordinator.

F. Engineers and Captains currently assigned, as Paramedics shall receive their regular step plus $509.139 per month assignment pay.

This monthly amount was reduced by 1% in the 2010 – 2012 concession agreement. Effective July 9, 2012, 0.35% of the 1% concession was restored.

G. Assignment pay each year shall be increased by the same percentage as wage rates.

H. 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 PMG 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 PMG is an overall “met,” the request will be processed within twenty-one (21) calendar days of submittal and will be retroactive to the PMG annual review date.

I. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to ten percent (10%) assignment pay if such assignment is to exceed two (2) consecutive pay periods, and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to Captains assigned as Arson Investigators to a forty-four (44) hour work week or to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized forty (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 F, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.

J. Employees assigned to any forty (40) hour staff positions shall receive two (2) eight (8) hour or ten (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 Tobin days.

K. During the term of the contract, the City and the Union will participate in Labor-Management meetings to discuss scheduling options for the 2016 leap year.

Section 3-1A. 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. Effective the first pay period in July and the last pay period in December of each year, employees who have completed at least seven (7) years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid eighty ($80.00) dollars, pro-rated and included each pay period in the qualifying unit member’s regular pay check throughout the year, for each full year of continuous full-time service in excess of five (5) years, up to a semi annual maximum of two thousand dollars ($2,000.00), annual maximum of four thousand dollars ($4,000.00) at thirty (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 thirty (30) days of the qualifying date. Employees who separate from City employment after the qualifying date but prior to the payment day shall receive the payment in their termination pay. Employees in the DROP program who are leaving employment in the same month as the qualifying date and who work at least one shift in the pay period prior to the qualifying date will receive the Productivity Enhancement payment.

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 ninety (90) to one hundred twenty (120) days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.
Section 3-2. 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 one and one-half (1 ½) times their regular rate, fifty-six (56) hours or forty (40) hours, after the first seven (7) minutes of assigned and worked overtime calculated to the nearest one-quarter (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 one hundred sixty-eight (168) hours for employees working a fifty-six (56) hour schedule, or one hundred twenty (120) hours for employees working a forty (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 two hundred (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 3-2A. Call Out Pay

A. Call out time shall be at a minimum of three (3) hours at one and one-half (1 ½) times the employee’s regular rate of pay, fifty-six (56) hours or forty (40) hours depending on assignment, after the first seven (7) minutes calculated to the nearest one-quarter (1/4) hour.
hour. If a unit member 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 3-3. Out-of-Class Pay
Pursuant to A.R. 2.201, sixteen (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 sixteen (16 hours).

In order to qualify to be eligible to receive out-of-class assignment pay, employees must complete eight (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 seven (7) hours.

Employees on a forty (40) hour schedule will complete eleven (11) shifts, six (6) hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

Section 3-4. Sick Leave Conversion at Retirement
Effective with the beginning of the last pay period in June 1996, 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 who has accumulated a minimum of twelve hundred sixty (1,260) qualifying hours or more of accrued and unused sick leave at the time of retirement, or the forty (40) hour equivalent, shall be eligible for payment of an amount of compensation equal to thirty-five percent (35%) of his base hourly rate for all hours in excess of six hundred thirty (630) hours, or the forty (40) hour equivalent.

2. An employee who has accumulated a minimum of eighteen hundred (1,800) qualifying hours or more of accrued and unused sick leave at the time of retirement, or forty (40) hour equivalent, shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly rate for all hours in excess of five hundred forty (540) hours, or forty (40) hour equivalent.

3. An employee who has accumulated a minimum of twenty-four hundred (2,400) hours, or the forty (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 sixty percent (60%) of his/her base hourly wage for all hours.

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

5. Effective July 1, 2014, and thereafter an employee who has accrued twenty-four hundred (2,400) hours, or the forty (40) hour equivalent, or more of accrued and unused sick leave and who has attained a minimum of seventeen (17) years of credited service in PSPRS and 10 years of City of Phoenix service, may elect to have the additional sick leave that he/she earns during the fiscal year paid as a lump sum at the end of each fiscal year for a period not to exceed three years. This payment is and will not be pension eligible. This payment will be included on the last regular paycheck in June.

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 3-5. Deferred Compensation and Defined Contribution Plans

A. The City shall contribute an amount equal to six percent (6%) 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.

This benefit was reduced by 1% in the 2010 – 2012 concession agreement and the reduction remained in place for the 2012-2014 agreement. This 1% reduction remains in effect through the 2014 – 2016. As part of the 2014-2016 concession agreement, an additional 0.45% reduction (5.00% to 4.55%) is in effect for Year 1 (2014-2015) of the 2014-2016 MOU; and, an additional 0.13% reduction (4.55% to 4.42%) is in effect for Year 2 (2015-2016) of the 2014-2016 MOU.

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. During the next twelve (12) months, the City will participate in Labor-Management meetings to discuss alternatives to the Union’s participation in the City’s Deferred Compensation Plans.

Section 3-6. 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 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 forty (40) hour staff assignments, shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration.
B. The work hours and schedule of employees assigned to the Support Services Division and Training Section shall be five (5) eight (8) hour days (excluding authorized meal breaks, or four (4) ten (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 Prevention Division, Inspection Section, shall be four (4) ten (10) hour days (excluding authorized meal breaks) provided, however that individual employees may voluntarily waive the 4/10 schedule.

D. The work hours and schedule of employees assigned to the Fire Prevention Division, Fire Investigation Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees assigned to a straight forty (40) hour schedule will be paid overtime at the forty (40) hour rate. If assigned to a forty-four (44) hour schedule, employees will be paid overtime at the forty-four (44) hour rate.

E. 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 sixteen (16) hours between tours of duty.

F. The work week for employees on a fifty-six (56) hour schedule shall be fifty-three (53) hours. Employees will continue to work the existing fifty-six (56) hour schedule. Employees working the existing fifty-six (56) hour schedule will be compensated as follows:

1. The first fifty-three (53) hours will be paid at the base fifty-six (56) hour rate.

2. The fifty-fourth (54th) hour will be paid at one and one-half (1 ½) times the regular hourly rate.

3. The fifty-fifth (55th) and fifty-sixth (56th) hours will be paid at two (2) times the base fifty-six (56) hour rate.

G. Employees attending the Paramedic Training Program will be placed on a 40 hour work week schedule and be entitled to a ten percent (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 Paramedic Training Program. Employees will receive two personal development days in lieu of three Tobin days (as per Section 3-1 (I) of this Memorandum of Understanding). The professional development days will be scheduled at the discretion of Paramedic Training Program staff.

H. Each 56 hour unit employee shall receive four (4) shifts off per year. 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 F, 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 Administrator.

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 twenty-four (24) such exchanges per employee in a contract year. Shift exchanges shall not qualify an employee for premium overtime payment. All shift exchanges are subject to the approval of the Fire Chief or his 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 eighty/twenty (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 eighty percent (80%) of the new monthly contribution and the employee will pay twenty percent (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 (two hundred and two dollars) 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:

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<td>ADDITIONAL MERP AMOUNTS</td>
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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. During the next twelve (12) months, the City will participate in Labor-Management meetings to discuss alternatives to the Union’s participation in the Health Care Plans currently provided by the City.

Section 5-2. Dental Insurance

A. The dental insurance 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 twenty-five hundred dollars ($2,500.00) per person, maximum lifetime benefit increases to four thousand dollars ($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 one hundred percent (100%) of the premium costs for single employees (employee only coverage), and seventy-five percent (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 seventy-five thousand dollars ($75,000.00). Additionally, the City will provide to each employee a two hundred thousand dollar ($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 two (2) hours before his shift begins, and two (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 two (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 pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 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 thirty (30) months.
Section 5-5. Holidays and Vacations

A. Bank of Donated Leave

1. Each unit member 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 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 August, unless revoked by the unit member. 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.

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 one hundred (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 112 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 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. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
12. Christmas Day

Employees working a fifty-six (56) hour schedule shall receive twelve (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 five (5) years shall be increased to eleven and two-tenths (11.2) hours per month, or the forty (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 eighty (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 eighty (80) hours and may be used as follows: forty (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 one hundred fifty (150) or two hundred ten (210) hours, depending upon the work schedule.

This vacation buy-back benefit was suspended in the 2010 – 2012 concession agreement and the concession remained suspended during 2012-2014. As part of the 2014-2016 concession agreement, this vacation buy-back benefit will remain suspended through 2014 – 2016.

F. Effective **July 1, 2014, and thereafter** a fifty-six (56) hour employee who has accrued four hundred thirty-six (436) hours vacation, or a forty (40) hour employee with three hundred twelve (312) hours, and who has attained a minimum of seventeen (17) years of credited service in PSPRS and 10 years of City of Phoenix service (which need not
be consecutive years), may elect to have the additional vacation leave that he/she earns during the fiscal year paid as a lump sum at the end of each fiscal year for a period not to exceed three years. This payment is and will not be pension eligible. This payment will be included on the last regular paycheck in June.

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 twelve (12) months of donated time.

H. Employees who have less than forty (40) hours vacation may buy up to one hundred twenty (120) hours personal leave. The cost of the personal leave shall be one hundred ten percent (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.

Section 5-6. Uniforms
A. Employees will receive six hundred twenty-five dollars ($625.00) uniform allowance per annum. Payment for the uniform allowance will be made on or about August 1 of each M.O.U. year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms. In addition, the City will pay to the Fire Department, one hundred thirty-five dollars ($135.00) per employee per year for additional uniform items as agreed upon by the uniform committee. All funds unused by the members at the end of each fiscal year will be transferred to the Employee Benefit Trust Fund as described in Section 5-10 of Article 5 to provide benefits as the Trustees may determine.

As part of the 2014-2016 concession agreement, uniform allowance will be reduced by $325 per employee (from $625 to $300) during Year 1 (2014-2015) of the 2014-2016 MOU; and, uniform allowance will be reduced by an additional $300 per employee (from $300 to $0) for Year 2 (2015-2016) of the 2014-2016 MOU.

B. New employees will receive the entire annual uniform allowance within thirty (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 one-twelfth (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.

C. Employees who leave Department employment shall repay to the City the uniform allowance equal to one-twelfth (1/12) of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which 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 two (2) months or longer shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual allowance for each month of extended leave.

E. HONOR GUARD - 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. 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. The Union and the City will jointly revise and document program guidelines by December 31, 2012 for use during audits.

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.

Section 5-8. Wellness, Health and Fitness
Each employee shall contribute one dollar ($1.00) per month to the UPFFA Health and Fitness Equipment fund. The City will provide matching funds of two dollars ($2.00) per month. These funds will be transferred monthly to the union. The combined funds, plus accrued interest, will be used to purchase additional fitness equipment, and address wellness and benevolence issues, with the purchase of fitness equipment being the priority. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel. Employees who are opposed to contributing to the fund may fill out a form in December requesting a refund of their previous year’s contributions. The contribution will be deducted from the first paycheck of each month. 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.
As part of the 2014-2016 concession agreement, the City's contribution ($2.00 per month) to the UPFFA Health and Fitness Equipment Fund is suspended for both years the 2014-2016 MOU.

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 one hundred percent (100%) of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of one (1) year per injury, thereafter the rate becomes sixty-six and two-thirds percent (66-2/3%).

B. If there is a disagreement in treatment between the Fire Department physician and the employee’s physician, the two (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 sixty-six and two-thirds percent (66-2/3%) based on current state law and the current maximum monthly rate allowed. If an employee receives sixty-six and two thirds percent (66-2/3%), he/she may use sick leave, vacation, or compensatory time to make up the difference between sixty-six and two thirds percent (66-2/3%) and one hundred percent (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 provides 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. During the next twelve (12) months, the City and the Union will participate in Labor-Management meetings to focus on improvements to the Workers’ Compensation claims process.

Section 5-10. Employee Benefit Trust Fund

A. Effective July 2007, the City will contribute twenty-nine dollars ($29.00) per employee, per pay period, into a fund for the purpose of providing a monthly stipend for retirees to apply to the costs of their health and/or dental insurance, medical and dental co-pays, prescriptions, cancer benefits for active employees not covered by the Public Safety Retirement System’s cancer insurance and other benefits as the Trustees may determine. This contribution will be matched by a twenty-nine dollar ($29.00) per pay
period contribution to the same fund by each employee.

As part of the 2014-2016 concession agreement, the City’s contribution ($29.00 per employee) to the Employee Benefit Trust Fund will be suspended during Year 2 (2015-2016) of the 2014-2016 MOU.

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 chairman, shall be selected by the four (4) appointees specified above.

C. The fund shall be invested in prudent, protected investments in compliance with applicable State and Federal laws. The Fund Managers may seek such outside advice and consultation, as they deem appropriate.

D. The Fund Managers may adopt such rules and regulations as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments there to, must be specifically approved by the City Manager and the association before they can become effective.

E. Sums contributed to the trust shall be divided into two (2) equal parts.

1. The employee’s contribution, together with all of the interest received from the entire fund, shall be considered the first part and shall be available for distribution as follows:

   a. All retired employees shall be eligible to receive no less than one hundred fifty dollars ($150.00) per month from the fund to assist them with their insurance premiums.

   b. Employees who retired after August 1, 1994 shall receive seventy-five dollars ($75.00) per month plus five percent (5%), of the seventy-five dollars ($75.00), for each full year they have contributed to the fund.

   c. Employees who retired beginning in August 1998 through July 2000 shall receive two hundred fifty dollars ($250.00) per month. Employees retiring beginning in August 2000 shall receive two hundred dollars ($200.00) per month

   d. Employees who retire for any reason and have less than twelve (12) years of service shall receive seventy-five dollars ($75.00) per month plus five percent
(5%) for each full year they have contributed to the fund or the benefits covered in Section 5-10, Paragraph (a), of Article 5 whichever is larger.

e. Effective July 8, 2004 each retired employee covered under paragraphs (b) and (d) of Section 5-10, Article 5 shall receive up to an additional fifty dollars ($50.00), but no retiree shall receive more than the benefits described in Section 5-10, Paragraph (c) of Article 5.

f. In each month any sums remaining in the first part, after the distributions specified above, along with another twenty-seven dollars ($27.00) per employee, per pay period, shall pour-over into the second part and be treated as hereinafter specified for "second part funds." Second part funds other than interest generated from the funds, shall be for investment purposes only and are not to be used to provide direct benefits to active or retired members.

g. An employee who separates from the bargaining unit may apply to the fund managers to continue participation in the fund. To become eligible to apply, the employee must pay to the fund an amount equal to his contributions and the City’s contributions for the entire period which he was out of the bargaining unit, but not for anytime prior to the start up for the fund. This amount is in addition to regular bi-weekly contributions by the employee and the City.

h. In addition to health insurance premiums, the monthly stipend may also be used to pay for co-payments for doctor visits and hospital stays, dental expenses, prescriptions and eye care.

2. The second part shall be the main corpus of the trust and shall be invested and managed as specified in Section 5-10, Paragraph B, of Article 5.

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 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.

G. Upon the death of any employee or retiree, the fund will provide a contribution to assist with funeral expenses in the amount of fifteen hundred dollars ($1,500.00) for a retired employee and twenty-five hundred dollars ($2,500.00) for an active employee from the Trust Fund. A surviving spouse shall continue to receive the employee’s benefit for the rest of the spouse’s life. Survivor benefits under Section 5-10, Paragraph G, of Article 5 extend only for a surviving spouse and neither such surviving spouse nor the decedent’s estate shall have any other claim on the fund.

H. Effective July 7, 2003, the fund will provide a long-term care benefit as the Trustees may determine.
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 fund. Such distribution shall be on a pro rata basis based upon the amount of their contribution to the fund less any disbursements they have received under Paragraph E hereof.

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 any private person or organization is required or seeks the service of off-duty Fire Department employees for fire watch, such work shall be first offered to those employees 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 one and one-half (1 ½) times the employee’s base forty (40) hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at one and one-half (1 ½) times the non-Unit employee's base forty (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 2014, up to the beginning of the first regular pay period commencing in July 2016.

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 verbal statement shall supersede any of its provisions.

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.
Article 1, 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 two (2) Unit 5 (IAFF) members may be released from their official duties to perform these duties under City Business.

D. The Fire Chief or his or her authorized designee will be responsible for coordinating City Business Time utilized by Unit 5. The two Unit 5 members identified in Subsection B shall submit each pay period reports to the Fire Chief or designee documenting the City Business and any leave (e.g., Release Time, 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 Release Time 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 that it will receive City Business time for the time spent performing them:

1. Authorized Employees may attend trainings that have been authorized in advance.
2. Authorized Employees may 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 may 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 may 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 may assist bargaining unit members 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. Unauthorized Activities

Authorized Employees shall be prohibited from engaging in any of the following activity 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.

G. Requests for City Business Time

A union member who wishes to use City Business time must submit a written request 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 Fire Chief 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. Fire Chief’s approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

H. 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 Fire 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.

I. There shall be no use of City Business 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 City Business time in conformity with the provisions of this Section.

J. 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.

K. 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.

L. 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.

M. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.

N. 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.

O. 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 four (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.

Article 5, Section 5-5.— Compensation and Benefits

A. Full Time Release Positions

Two full-time release positions, designated by the Union President, shall each be permitted twenty-nine hundred and twelve (2912) hours per year paid release time to engage in Union-related activities. 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 shall pay the cost of the release positions’ salary and benefits from the concessions made by the Unit 5 members to secure this benefit during contract negotiations. The release positions have been paid for by the members of the Phoenix Fire Fighters Association in lieu of increases to pay and benefits.
The union will keep the Labor Relations Division apprised of the regular work schedules of the release positions. The full-time release positions will follow Fire Department protocol when requesting the use of paid leave.

B. Release Hours for Union Representation

In lieu of increased pay and benefits, members of the Phoenix Fire Fighters Association have agreed that each M.O.U. year, the City will, subject to operational requirements, allow Union release time with pay up to a maximum of four thousand five hundred (4,500) hours.

Union Representatives will follow Fire Department protocols when requesting the use of Union release time.

Any hours used in excess of allowable Union release time must be approved by the Fire Chief, the Labor Relations Administrator and the Union President. The number of hours used in excess of allowable Union release time will be deducted from the Union release time available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release bank of 6,750 hours.

C. Shift Representatives

1. The Union may designate two (2) shift representatives for each of the three (3) twenty-four (24) hour shifts (Shift A, Shift B, and Shift C) and one (1) for the day shift with the understanding that the Union will make every effort to ensure that the shift representative works on the shift represented and shall notify the Fire Chief of such 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 Release Time leave bank of hours. 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 Release Time Bank of Hours as described in Article 5, Section 5-5.

D. Legislative Representative

The President may appoint a Legislative Representative for the Union. If the Legislative Representative has been a registered with the Secretary of State for at least three years as a lobbyist and if the Legislative Representative has agreed to work with and assist the City’s legislative lobbyists, the Legislative Representative
shall receive five hundred (500) hours per year release time with pay or the fifty-six (56) hour equivalent.

E. Uncompensated Union Leave

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.

There shall be no use of official time for Union-related activities except as expressly authorized under Section 5-5 of Article 5. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.

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: Release time, life insurance, long term disability insurance, leave payouts, etc.
MONTHLY SALARIES
Effective July 9, 2012
(This Attachment to be revised to add approved hourly rates and note that monthly salaries are estimates)

<table>
<thead>
<tr>
<th>FIRE FIGHTER</th>
<th>STEP</th>
<th>SALARY*</th>
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</thead>
<tbody>
<tr>
<td>Assigned As A Recruit</td>
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<td>$3,859</td>
</tr>
<tr>
<td>Upon Graduation from Academy</td>
<td>1</td>
<td>$3,859</td>
</tr>
<tr>
<td>6 Months</td>
<td></td>
<td></td>
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<tr>
<td>After Graduation from Academy</td>
<td>2</td>
<td>$3,956</td>
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<tr>
<td>1 ½ Years</td>
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<tr>
<td>After Graduation from Academy</td>
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<td>$4,134</td>
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<td>2 ½ Years</td>
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<td>After Graduation from Academy</td>
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<td>4 ½ Years</td>
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<td>After Graduation from Academy</td>
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<td>After Graduation from Academy</td>
<td>9</td>
<td>$5,461</td>
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| FIRE FIGHTER PARAMEDIC                 |      |          |
| Fire Fighter upon assignment as a Paramedic | 21   | $4,941   |
| Fire Fighter Paramedic after one year.  | 22   | $5,197   |
| Fire Fighter Paramedic after two years. | 23   | $5,569   |
| Fire Fighter Paramedic after three years.| 24   | $5,728   |
| Fire Fighter Paramedic after four years.| 25   | $6,018   |
ATTACHMENT "A"
MONTHLY SALARIES
Effective July 9, 2012
(This Attachment to be revised to add approved hourly rates and note that monthly salaries are estimates)

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<thead>
<tr>
<th>ENGINEER</th>
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<td>Engineer upon promotion</td>
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</table>

*These salaries will vary from the official City of Phoenix pay plan due to mathematic rounding.

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.
This report provides information requested at the April 22, 2014 Policy Session regarding labor contracts. This report is for information only.

THE ISSUE

At the April 22, 2014 Policy Session, Councilman DiCiccio requested specific information regarding proposed Fiscal Years 2014-2016 labor contracts and comparisons to Fiscal Years 2012-2014 contracts. At the May 7 Formal meeting, the City Council will consider a proposed Memorandum of Understanding (MOU) for Unit 3, AFSCME Local 2960. Responses to the questions asked by Councilman DiCiccio are provided below for Unit 3.

As no new agreements have been ratified by union membership, information will be provided for the remaining proposed MOUs when those items are submitted to the City Council for consideration and approval.

OTHER INFORMATION

Unit 3 has a proposed MOU that reduces total compensation by 1.6 percent in 2014-2015 and an additional 0.9 percent in 2015-2016.

Average Cost of Contracts

Councilman DiCiccio asked about the average cost of the contracts per labor unit:

- For Unit 3 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was $196,796,000. With an estimated 2,960.2 Unit 3 members at the time, the estimated average compensation cost per member was $66,481.
- For Unit 3 in the 2014-2016 MOU, the estimated total compensation after the proposed negotiated changes is $198,714,000. With an estimated 2964.9 Unit 3 members, the estimated average proposed compensation per member is $67,022. The budgetary savings provided by the concessions is $4,897,000.
Merit Cost
Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:

- For Unit 3, the total cost for merit increases from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was $1,536,000. For Fiscal Year 2013-2014, the total cost was $1,604,000.
- For Unit 3, the total estimated cost for merit increases from all funds in Fiscal Year 2014-2015 is $1,625,000. For Fiscal Year 2015-2016, the total estimated cost is $1,625,000.

Productivity Enhancement (Longevity) Pay Cost
Councilman DiCiccio also asked about the cost of productivity enhancement pay (longevity) in each fiscal year from 2012 through 2015:

- For Unit 3, the total cost for productivity enhancement pay from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was $3,075,000. For Fiscal Year 2013-2014, the total cost was $3,114,000.
- For Unit 3, the total estimated cost for productivity enhancement pay from all funds in Fiscal Year 2014-2015 is $3,219,000. For Fiscal Year 2015-2016, the total estimated cost is $3,219,000.

Days Off
Councilman DiCiccio asked about the number of days off included in the 2012 MOUs compared to the number of days off included in the proposed 2014 MOUs. For Unit 3, the MOU specifies 11.5 holidays, two days of personal leave, and 15 days of sick leave time. In addition, vacation hours are accrued at the following rate, based on years of service:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>12 days</td>
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</table>

In addition, Unit 3 negotiated the economic value of full time release and union release hours in exchange for vacation leave hours to be returned to each employee in Unit 3. This was negotiated instead of wages or other benefits that would impact the General Fund. For Unit 3, each member will receive an additional 8 hours of vacation time in exchange for not having full time release or union release hours.

Pension
Councilman DiCiccio also asked about the amounts for "pension spiking" in each proposed MOU. In compliance with Council direction, the proposed MOU for Unit 3 for 2014-2016 no longer includes any pension spiking items identified in the action approved by the City Council on October 31, 2013. The proposed MOU removes from compensation for purposes of calculating pension benefits the sellbacks of leave accruals above vacation and sick leave "snapshot" dates. This is the only provision in the proposed MOU that was part of the Council-approved direction to end pension spiking.
Command and Control
Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. For Unit 3, the automatic overtime and compensatory time provisions were removed in the proposed 2014 MOU and the economic value of that time was exchanged for vacation leave hours back to each employee in the unit.

The Unit 3 MOU now includes accountability to the Human Resources Department Labor Relations Administrator for all paid City Business union activity. The proposed 2014 MOU language regarding union release time is in Article 1, Section 1-3 of the proposed MOU with AFSCME Local 2960 (Unit 3) which is available as a backup report to the May 7, 2014 Formal meeting agenda.

RECOMMENDATION

This report is for information only.
This report provides information requested at the April 22, 2014 Policy Session regarding labor contracts. This report is for information only.

THE ISSUE

At the April 22, 2014 Policy Session, Councilman DiCiccio requested specific information regarding proposed Fiscal Years 2014-2016 labor contracts and comparisons to Fiscal Years 2012-2014 contracts. At the May 7 Formal meeting, the City Council will consider a proposed Memorandum of Understanding (MOU) for Unit 5, IAFF Local 493. Responses to the questions asked by Councilman DiCiccio are provided below for Unit 5.

As no new agreements have been ratified by union membership, information will be provided for the remaining proposed MOUs when those items are submitted to the City Council for consideration and approval.

OTHER INFORMATION

Unit 5 has a proposed MOU that reduces total compensation by 1.6 percent in 2014-2015 and an additional 0.9 percent in 2015-2016.

Average Cost of Contracts

Councilman DiCiccio asked about the average cost of the contracts per labor unit:

- For Unit 5 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was $213,765,000. With an estimated 1,557.0 Unit 5 members at the time, the estimated average compensation cost per member was $137,293.
- For Unit 5 in the 2014-2016 MOU, the estimated total compensation after the proposed negotiated changes is $221,025,000. With an estimated 1,544.0 Unit 5 members, the estimated average proposed compensation per member is $143,151. The budgetary savings provided by the concessions is $5,424,000.
Merit Cost
Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:
- For Unit 5, the total cost for merit increases from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was $1,364,000. For Fiscal Year 2013-2014, the total cost was $1,563,000.
- For Unit 5, the total estimated cost for merit increases from all funds in Fiscal Year 2014-2015 is $1,597,000. For Fiscal Year 2015-2016, the total estimated cost is $1,597,000.

Productivity Enhancement (Longevity) Pay Cost
Councilman DiCiccio also asked about the cost of productivity enhancement pay (longevity) in each fiscal year from 2012 through 2015:
- For Unit 5, the total cost for productivity enhancement pay from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was $2,096,000. For Fiscal Year 2013-2014, the total cost was $2,249,000.
- For Unit 5, the total estimated cost for productivity enhancement pay from all funds in Fiscal Year 2014-2015 is $2,354,000. For Fiscal Year 2015-2016, the total estimated cost is $2,354,000.

Days Off
Councilman DiCiccio asked about the number of days off included in the 2012 MOUs compared to the number of days off included in the proposed 2014 MOUs. For Unit 5, the MOU specifies 11.5 holidays, no personal leave days, and 15 days of sick leave. In addition, vacation hours are accrued at the following rate, based on years of service:

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In addition, Unit 5 negotiated the economic value of full time release and union release hours in exchange for vacation leave hours to be returned to each employee in Unit 5. This was negotiated instead of wages or other benefits that would impact the General Fund. For Unit 5, each member will receive an additional 8 hours of vacation time in exchange for not having full time release or union release hours.

Pension
Councilman DiCiccio also asked about the amounts for “pension spiking” in each proposed MOU. In compliance with Council direction, the proposed MOU for Unit 5 for 2014-2016 no longer includes any pension spiking items identified in the action approved by the City Council on October 31, 2013. The proposed MOU removes from compensation for purposes of calculating pension benefits: the sellbacks of leave accruals above vacation and sick leave “snapshot” dates; and enhanced regular compensation periodic payments for public safety personnel. These two provisions in the proposed MOU were the only elements that were part of the Council-approved direction to end pension spiking.
Command and Control
Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. For Unit 5, the automatic overtime and compensatory time provisions were removed in the proposed 2014 MOU and the economic value of that time was exchanged for vacation leave hours back to each employee in the unit.

The Unit 5 MOU now includes accountability to the Human Resources Department Labor Relations Administrator for all paid City Business union activity. The proposed 2014 MOU language regarding union release time is in Article 1, Section 1-3 of the proposed MOU with IAFF Local 493 (Unit 5) which is available as a backup report to the May 7, 2014 Formal meeting agenda.

RECOMMENDATION
This report is for information only.