

DRAFT

MEMORANDUM OF UNDERSTANDING

2016-2019

BETWEEN

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA,

LOCAL 777, AFL-CIO

AND

CITY OF PHOENIX

COVERING

FIELD UNIT I

(TO BE UPDATED)

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PREAMBLE

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

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

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

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

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

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

ARTICLE 1: RIGHTS

Section 1-1. Purpose

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

Section 1-1A. Recognition

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

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

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

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

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

Section 1-2. City and Department Rights

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

Section 1-3: Union Rights

- A. No employee shall suffer reprisal for the exercise of rights granted by this MOU.
- 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) bargaining unit members of LIUNA Local 777 (LIUNA), 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 Authorized Employees are providing the services consistent with the findings herein. The City's Designee shall work directly with LIUNA in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The Union shall submit monthly reports to the City's Designee documenting the City Business of the Authorized 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 LIUNA or the City. The results of the audit may result in LIUNA reimbursing the City for activity not deemed City Business under this Agreement.

D. 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 members of LIUNA should be released from their official duties to perform. LIUNA agrees that it will perform the following activities and acknowledges that it will receive City Business time for the time spent performing them:

1. Authorized Employees will attend trainings that have been authorized in advance by the City.
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 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, Authorized 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, Authorized 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 LIUNA, Authorized 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, Authorized Employees will assist bargaining unit members and management in matters related to employer/employee relations.

E. No Gift Of Public Funds

In order to avoid even the appearance of “a gift of public monies to a private association,” Authorized 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.

F. Consideration

Recognizing the work of the Authorized Employees as they carry out the above duties will require supervision, administrative oversight, transportation, office space, office supplies, administrative support, and liability coverage, LIUNA agrees as follows:

- 1) At no cost to the City, LIUNA agrees that it will provide monthly activity and progress report(s) to a representative designated by the City.
- 2) At no cost to the City, LIUNA will provide and pay for all costs associated with the transportation needs of the Authorized Employees 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, LIUNA Local will provide office space for the Authorized Employees as they carry out the duties outlined in this agreement.
- 4) At no cost to the City, LIUNA Local will provide the needed, as determined by LIUNA, office and communications equipment and services required by the Authorized 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, LIUNA will provide any needed liability coverage for the Authorized Employees, including automobile liability.
- 6) At no cost to the City, LIUNA will reimburse the Authorized Employees, as appropriate, for any costs incidental to the carrying out of the duties outlined by this agreement.

G. Union Stewards

The Union may designate forty-five (45) Union members as stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst Union members regularly working at the job sites within the proximate geographic area where they are intended to provide representation. The Union shall endeavor to be equitable in the distribution of its stewards.

- 1) One such representative from the Grievant's home department may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1-

A), when the Union is designated by a Grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives. No City Business time will be available for this purpose.

- 2) City employees who are on duty and are, either witnesses, charging parties, appellants or grievants may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Public Works Accident Review Board meetings on city time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or if the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisor's approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances, the group will be allowed to select no more than two non-witness members of the group to attend the proceeding. These do not have to be the same group members for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.
- 3) Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of assisting in the adjustment of grievances and other official Union business so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the operational and safety regulations and procedures as directed by the supervisor. No City Business time will be available for this purpose.

H. Unit members may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or designee in his unrestricted discretion consistent with this MOU.

I. City Business time may only be used for activities expressly authorized under Section 1-3 of this MOU. The City reserves the right to deny approval of a request to use City Business time for activities not expressly authorized under this MOU. The City shall not arbitrarily deny requests for use of City Business time for activities that serve a dual public/private purpose or an exclusively public purpose.

J. Requests for City Business Time

- 1) A designated union steward who wishes 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 steward believes that the activity for which time was requested has either a dual public/private purpose or an exclusively public purpose, the designated union steward may appeal that denial to the Labor Relations Administrator whose determination is final and may not be grieved or appealed in any way.

K. Payroll Deductions

- 1) The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deductions herein shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it, consistent with the PERB Ordinance Section 2-214.

In addition, the City shall provide the Union the alphabetical list, including, the last four digits of the Social Security Number, the active Union deductions list, and the deductions register on a CD.

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

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

L. Facilities and Services

- 1) The Union may distribute Union authorized materials on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided both the employee distributing and the employee receiving such material are on their own time.
- 2) The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations.
- 3) Material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's 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.
- 4) The Union shall have the right to meet with new unit employees for the purpose of informing each such employee of the Union and of that employee's right to have Union dues deducted from his/her pay warrant. The Human Resources Department will notify the Union when orientation sessions involving new unit employees are scheduled.

Such opportunity shall be accorded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Orientation Program (PWOP), Street Transportation and Parks Department new employee orientation (Parks NEO). No City Business time will be available for this purpose.

The Union and the Public Works Department will jointly present an operational training program not to exceed two full days of training depending on the number of new hires

and department operations. This time will be allotted during new hire orientation specifically for solid waste equipment operators. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Public Works Department's operation. City Business time will be available for this purpose.

M. List of Unit Members

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone.

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

The City shall provide a monthly electronic report of Unit 1 vacancies.

N. The Union shall have the right to file a grievance on behalf of our member(s) when personally requested by the member. Filing procedures for grievance shall be those in Article 2, Section 2-1, Grievance Procedure.

O. Upon written request from the Union, the City will provide specific information from an employee's personnel files pertinent to a written grievance, arbitration case or civil service appeal. The City will also provide all pertinent collective bargaining information requested by the Union. The information will be supplied to the Union at no charge.

Section 1-4. Rights of Unit Employees

A. Non-Discrimination

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.

B. Grievance Representation

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

C. Disciplinary Investigations / NOI Representation

Unit members have the right to be represented by the Union and the Union reserves the right to provide protection to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during the conduct of a management initiated investigatory interview concerning allegations focused on the employee which may result in disciplinary action against the employee for violation of City or departmental work rules or regulations.

An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed.

Prior to the employee being interviewed, a supervisor shall advise the employee of the right to a representative. When discipline is issued, and the incident is discussed with the employee, the employee shall be advised of their right to representation.

If any unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union representative. **The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot impede the progress of the interview.**

A unit member under investigation that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a written statement informing them of the nature of the allegations. The Notice of Inquiry (NOI) shall be used. The employee has the right to know if their accuser is a City employee or citizen/customer.

Prior to giving the member the above written statement, the supervisor shall also tell the member they have the right to a Union representative. The written statement shall also notify the member that they have the right to have a Union representative attend the investigation meeting. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued**

against them in any criminal proceedings. The written statement shall state that the member normally has 72 hours (excluding N days) to respond to the Notice of Inquiry. By mutual agreement, if there are extenuating circumstances, the 72 hours may be extended. The member or representative may ask for a caucus during the meeting. **During the interview, the interviewer shall instruct the employee and the union representative that the intent of the interview is for the employee to provide their own account of the matter under investigation during questioning. The interviewer may not prohibit the Union representative from engaging in representation, including assisting and consulting with the employee.** The member shall be allowed to seek advice and counsel from their representative during the caucus and **prior to, during and after** the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the member, shall have the opportunity to make a closing statement. Supervisors shall tell the members they normally have 72 hours (excluding N days) to respond after receipt of the Notice of Inquiry.

If personally requested by a witness, a Union representative may meet with the witness prior to the witness meeting with the City.

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

A unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. Every thirty days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include the number of known witnesses still to be interviewed and an estimated date the investigation will be completed.

D. Personnel Files

- 1) Any unit member covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Human Resources Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.
- 2) No unit member shall have any adverse statements entered into his personnel file without the member receiving a copy of such statement. Unit members shall acknowledge receipt of such statement in writing by signing that they received a copy. Signing or initialing is not an indication of agreement, but solely evidence of receipt.

- 3) A unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file which may be of a derogatory nature.
- 4) All unit employees may request that their home department personnel files, both electronic and paper versions, 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 period 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 home department 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.
- 5) A unit member may request to have documents related to disciplinary actions, which are ten (10) years or older, removed from their home department personnel file when there have been no incidents or problems of a similar nature within the ten (10) year period immediately preceding the request, and the discipline notice will be moved to a section marked "Inactive" in the Central HR Department personnel file. The term "disciplinary actions" is defined as:
 - a) Any discipline given a Unit member that resulted in suspension of eighty (80) hours or less and,
 - b) 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,
 - c) 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.
- 6) Upon written request to department personnel, performance evaluations over ten (10) years old will be purged from a unit member's personnel file after ten (10) years as an active employee. Upon advanced written request, employees can receive a copy of the purged performance evaluation.

E. Fair & Impartial Treatment

All unit members have the right to be treated in a manner, which is fair and impartial.

F. Notice

A unit member shall be given a minimum of seventy-two (72) hours, excluding weekends, to confer with his representative prior to responding, either orally or in writing, to any document presented by the City.

G. Coaching / Supervisory Counseling

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

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

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 one (1) year from the date of receipt provided no further incidents of a similar nature occur during this one (1) year period from the incident. Upon request, a purged supervisory counseling will be returned to the employee.

H. Written Reprimand / Suspension

Upon request, an employee who receives a written reprimand or suspension will receive a copy of the information upon which the discipline is based.

I. File Purge

Purging requests apply to all files, in all formats, in all locations.

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

J. PMG

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

The City shall maintain and provide to each employee at each annual PMG review, a record of exposure for the following: herbicides and pesticides. Asbestos will be included, provided the employees are wearing the required protective equipment necessary for asbestos removal.

If an employee is not given his/her PMG by the annual review date, the employee’s merit increase shall be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If the PMG is an overall “met”).

K. Departmental Policies

The City will notify employees and Unit I of new or revised written City or Departmental policies affecting unit employees as soon after release as possible. The City shall post on their bulletin boards any new policies and/or revisions in City or written department policies and procedures affecting Unit I employees. Notice shall remain posted for no less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate and practical to do so.

Section 1-5. Prohibition of Strikes and Lockouts

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

Section 1-6. New Positions / Classifications

A. The City shall give notice to the Union within ten (10) working days whenever a reclassification study relating to a group or work unit belonging to Unit I is undertaken. The Classification and Compensation Section 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 any Unit I reclassification study thirty (30) calendar days prior to that study being presented to the Personnel Committee.

The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any field unit.

- B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and will thereafter refer any such matter to PERB for appropriate action.
- C. The City agrees that except in extraordinary situations it will notify the Union in advance in writing when significant changes will be made in the duties and responsibilities in position classification standards resulting in classification changes.
- D. The Union may submit written requests for job classification studies to the Human Resources Department. Requests from the Union will be prioritized with other standing requests.
- 1) All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
 - a) A full description of the new duties and responsibilities.
 - b) A full explanation of why the Union feels the position(s) should be reclassified.
 - c) A list of comparative positions/ classifications that led to the Union's request.
 - d) Such other information as is normally considered relevant to a classification review.
 - 2) The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures.
 - 3) The City will inform the Union when Union-requested classification studies are begun and will inform the Union in writing of progress of the study at thirty (30) calendar day intervals.

ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT

Section 2-1. Grievance Procedure

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

It is the responsibility of unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate (non-unit) supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee's immediate supervisor level.

If such informal discussion does not resolve the problem to the unit member's satisfaction, and if the complaint constitutes a grievance as herein defined, 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 MOU for which there is no Civil Service or other specific administrative 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 his second-line supervisor designated by the City within fifteen (15) calendar days of the initial commencement of the occurrence being grieved or when the employee has 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 supervisor shall, within ten (10) calendar days of having received the written grievance or such meeting, whichever is later, submit his response there to in writing, to the grievant and the grievant's representative, if any.

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 completing, signing and presenting the City form 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 (1) 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.

Step III

If the response of the second level of review does not result in resolution of the grievance, the grievant may, within ten (10) calendar days of the second level response, appeal the grievance by completing, signing and presenting the City form to the Grievance Committee. The Grievance Committee shall be composed of:

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

Member - A City of Phoenix Department Director.

Member - The Business Manager of the Union or his designee.

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

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.

The Grievance Committee shall, within ten (10) calendar days of the conclusion of the hearing, make an 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 the second level response.

If the grievant so elects and the parties mutually agree, the grievant may request the assistance of a Federal Mediation and Conciliation Service (FMCS) mediator to try to resolve the issue within

a reasonable time. If no resolution is found during this process, the grievant may submit a request in writing within ten (10) calendar days of this finding to invoke the following procedure.

If the grievant so elects in writing within the above time limit, in lieu of such hearing, the grievance may be reviewed by an arbitrator. The parties, or their designated representative, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request FMCS 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 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 MOU or of departmental rules and regulations in considering any issue 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.

The grievance committee or the arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The City Manager, shall, within fourteen (14) calendar days of the receipt of the 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. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by Article 1, Section 1-3. The Union shall file such grievance at Step II of the procedure.

E. Time Limits

Failure of City Management representatives to comply with time limits specified in Section C shall entitle the grievant to appeal to the next level of review. 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.

F. Notice to Union of Grievance Resolutions

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 MOU.

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

H. Full-time and part-time employees are covered by this grievance procedure.

I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union Business Manager, or his designee within fifteen (15) days of the date upon which the employer became aware of the situation prompting the grievance. The Business Manager, or his designee shall in each case provide a written answer within ten (10) calendar days from receipt of the grievance.

Unresolved employer grievances may be submitted to either the Grievance Committee or arbitration pursuant to Step III herein; provided, the employer bears the cost of the arbitrator.

J. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this MOU, 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 II of this procedure which provides the next level of supervision having authority over all named grievants. Each unit member that is a party grievant must be named and must sign such group grievance.

K. The City will notify Grievant by mail, to Grievant's on file home address of the date, time, and place of his Grievance Committee hearing, and e-mail a copy of the letter to the Union Hall. Unless emergency circumstances apply, if either the City representative or Grievant does not appear at the Grievance Committee hearing, the party not appearing shall lose the grievance.

L. Non-disciplinary employee coachings and supervisory counselings provide clear expectations and proper notice to employees and do not in themselves amount to harm or damage and are therefore not subject to this grievance procedure.

Section 2-2. Labor-Management Committee

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

- A. There shall be a Labor-Management Committee consisting of a maximum of six (6) Union committee members, no more than four (4) of whom may be bargaining unit members and five (5) representatives of the City in addition to the Labor Relations Administrator, or designee, who shall be Chairman. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.
- B. The Committee shall meet, at least once a month per MOU year, or more often by mutual agreement, at mutually agreed upon times. The Committee will meet to discuss matters to be of a mutual benefit including, but not limited to, methods of improving the level of productivity when needed. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- C. Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.
- D. If the representative of the Union is a unit member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.
- E. During this Memorandum of Understanding, the City and the Union will establish a Labor-Management Committee dedicated to the discussion of cost analysis for potential contracted work presently performed by Unit employees, the reduction in force process and any other matters deemed relevant by the Committee.

Section 2-3. Bargaining Unit Work

- A. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, **except in emergency situations**, to discuss management recommendations **and basis** 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.)

- B. Prior to the City changing any FMLA administrative practices, the City will meet with the Union to discuss these changes and consider the Union's input.
- C. 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.
- D. The City agrees that it will not assign work currently performed by LIUNA represented employees to non-represented City employees or to employees in any other City of Phoenix bargaining unit, for a period not longer than 90 days.**

The exception will be when individuals are being placed for ADA accommodations, in which case the Union will be notified.

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

Section 2-4. Health and Safety Committee

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

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This Committee shall be composed of two (2) unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The Chairmanship shall rotate among the members.
- C. The Committee shall meet quarterly at mutually scheduled times or more frequently by mutual agreement to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and

shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

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

- D. The Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- F. The City will provide to the employee a copy of the completed accident investigation and any other material the City plans to present at a hearing or appeal process.

The City will also receive a copy of any material the employee plans to present at a hearing or appeal process. This material will be supplied as quickly as possible after the material has been prepared. A hearing or appeal date will not be scheduled sooner than fourteen (14) calendar days after employee's receipt of the material.

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

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

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

Section 2-6. Laborers' Apprenticeship Project

A. Gardener Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program for the Gardener classification in the City of Phoenix, entitled Phoenix Gardener Apprenticeship Program.

The Phoenix Gardener Apprenticeship Program shall be organized with a set of standards established by a five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Parks and Recreation Department representatives, and one (1) jointly agreed to representative with appropriate academic, educational, or occupational expertise.

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

Section 2-7. Laborers' Apprenticeship Project

A. SWEO Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program for the Solid Waste Equipment Operator classification in the City of Phoenix, entitled Phoenix SWEO Apprenticeship Program.

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

Apprenticeship is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. Upon completion of an apprenticeship program, the Joint Apprenticeship Committee shall award a Certificate of Completion of

Apprenticeship to each apprentice who has successfully completed the Phoenix SWEO Apprenticeship Program.

ARTICLE 3: COMPENSATION / WAGES

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit 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. In year one of the agreement, the economic value of concessions to be restored will equal 1.9% (first pay period in July 2016). The first year of the agreement will include a restoration of 2.22% of the 2.92% tiered wage concession (equals a 2.26% increase from current wage). Also effective the first year of the agreement, employees on a 4/10 work schedule will not be required to submit two (2) hours of leave for remaining holidays.**
- B. In year two of the agreement, the economic value of concessions to be restored will equal 1.0% (first pay period in July 2017). The second year of the agreement will include restoration of 0.70% of the remaining wage concession (equals a 0.71% increase from the 2016-17 wage); and, a wage increase of 0.49% (equals a 0.49% increase from 2016-17 wages).**
- C. In year three of the agreement, the economic value of concessions to be restored will equal 1.3% (first pay period in July 2018). The third year of the agreement will include a wage increase of 1.56%.**
- D. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.**
- E. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.**

- F. Employees will be allowed City time to renew their CDL license and or related endorsements and will be reimbursed for such renewal fees which will include the HAZMAT background screening fee.
- G. 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.
- H. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council Action in the Pay and Compensation Ordinance.

Section 3-1A. Productivity Enhancement Pay

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

A. Pay Benefit:

In November of each calendar year and **June** of each calendar year, unit members who meet the additional qualifications of this section shall qualify for fifty dollars (\$50.00) for each full year of continuous full-time service in excess of five (5) years, up to an annual maximum of fourteen hundred dollars (\$1,400.00) at nineteen (19) years.

In November of each calendar year and **June** of each calendar year, unit members who have completed at least twenty (20) years of full-time service and who meet the additional qualifications of this section shall qualify for sixty-five dollars (\$65.00) for each full year of continuous full-time service in excess of five (5) years, up to an annual maximum of eighteen hundred twenty dollars (\$1,820.00).

B. Qualifications:

- 1) An employee must have completed at least one (1) year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movements to positions within the same pay range.
- 2) An employee must have received a performance rating of overall "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date. For

employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall “Not Met” evaluation shall receive another evaluation within ninety (90) days to one-hundred-twenty (120) days, 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. A unit member who receives an overall “Not Met” rating may appeal by memo through his chain of command to the Department Head.

- 3) An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

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

Section 3-2. Overtime

- A. As a regular practice, overtime shall not be used. The parties agree that at times the City may require overtime work outside of an employee’s regularly-scheduled shift.
- B. Overtime is defined as time assigned and worked beyond the regularly scheduled eight (8) hours per shift or forty (40) hours per week; except overtime for unit members who normally work a daily work shift of eight (8) consecutive hours including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period or eight (8) hours per daily shift, excluding paid meal breaks.

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

- C. Except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

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

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

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

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

- E. Compensation for overtime work as defined in Section B. above will be as follows: One and one-half (1- $\frac{1}{2}$) times the regular rate. The regular rate shall include, if applicable, night shift differential, stand-by pay, and out-of-class pay. Overtime will be compensated after the first seven (7) minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section B, calculated to the nearest quarter (1/4) hour. There shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under the Fair Labor Standards Act. There shall be a minimum of fifteen (15) hours off between shifts [thirteen (13) hours for a unit member working a 4/10 schedule]. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described fifteen (15) hour period [thirteen (13) hour period for a unit member working a 4/10

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 15/13 hour rules do not apply. This rule does not apply to scheduled training hours worked within the fifteen (15) hour window.

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

Accumulated compensatory time in excess of two hundred-ten (210) hours must be paid in cash.

Effective July 2009, two hundred-ten (210) hours is increased to two-hundred-fifteen (215) hours.

Section 3-2A. Call-Out Pay

- A. A unit member called out for work after going home from a shift or called out for overtime work while on stand-by pay shall be entitled to a minimum of three (3) hours pay at time and one-half (1 ½) times the employee's regular rate of pay.
- B. Travel time shall be included in the minimum call-out guarantee and shall be paid only if the total work and allowed travel time exceed the three (3) hour minimum. The total travel time compensated for round trip travel to and from the job site shall be forty-five (45) minutes.
- C. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked at the job site.

Section 3-3. Out-Of-Class Pay

A unit member 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.

The days of out-of-class will be credited to the qualifying period. Once this qualification is satisfied, no additional re-qualification will be required. Any employee in the Parks and Recreation Department and the Street Transportation Department, who has accrued one hundred and twenty (120) hours and who has completed training approved by the City and who has received a City certificate certifying that they can operate the equipment, shall not be required to accumulate any shifts as stated in this section to qualify for out-of-classification pay.

- B. Temporary assignments out-of-class shall be recorded only in full-shift units. A unit member working out-of-class for four (4) hours in an eight (8) hour shift or five (5) hours in a ten (10) hour shift or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than four (4) or five (5) 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. However, eligibility for out-of-class compensation shall take place when an employee becomes responsible on a regular basis, for the full range of duties normally assigned to the higher class.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
- E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit members.

G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-4. Sick Leave Conversion at Retirement

A. 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 **paid** an amount of compensation equal to twenty-five percent (25%) of his base hourly rate for all hours in excess of two hundred and fifty (250) hours.

B. Final Average Salary

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

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

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

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

Section 3-5. Shift Differential Pay

Unit members shall receive fifty cents (\$.50) per hour in addition to their hourly rate of pay when working a night shift which ends at or after 9:00 p.m. and before midnight, and seventy-five cents (\$.75) per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:30 a.m.

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

Employees participating in a 4/10 work schedule shall receive fifty cents (\$.50) per hour in addition to their hourly rate of pay when working a regular night shift which ends between 10:00 p.m. and 3:30 a.m., inclusive, and seventy-five cents (\$.75) per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:30 a.m. Night shift differential shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Section 3-5A. Weekend Shift Differential Pay

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

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

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

Section 3-6. Stand-By Pay

When a unit member is required and assigned to be available for emergency call back, outside of his regular daily or weekly work schedule, the employee shall be compensated for such stand-by hours that he remained available at three dollars and twenty-five cents (\$3.25) per hour. Unit 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/herself 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 assign the employee substitute work.

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

In the event scheduled work is interrupted due to conditions beyond the City's control, and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the hourly or applicable rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first. An employee shall have the option of using either vacation time, accumulated substitute holiday credit, or unpaid leave for the balance of his regular shift.

Employees released hereunder prior to the end of their scheduled shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-6 hereof). Employees called back to work shall be entitled to their hourly rate of pay only and not any guaranteed minimums for work performed during the balance of their regularly scheduled shift.

Section 3-8. Jury Duty Pay

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

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

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

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

Section 3-9. Deferred Compensation Program

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

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.

B. Work Week Defined

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

C. Work Day Defined

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

D. Work Schedule Changes

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

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

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules, prior to implementation. Overtime work or stand-by, before or after the normal work day or work week, does not constitute a change in the work

schedule. **A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).**

E. Summer Work Schedules

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

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

It shall be appropriate for the Labor-Management Committee (Article 2, Section 2-2) to review and discuss the daily starting and ending times of summer hours.

F. SWEO Schedule

The City may implement a ten (10) hour workday, four (4) workdays per week schedule in all functions of the Solid Waste Management Division. The implementation of the "four/ten" work schedule in other departments designated under Field Unit I may be considered in the Labor-Management Committee upon submission of a request by either party.

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

Section 4-2. Rest and Lunch Periods

- A. Existing workday schedules spanning nine (9) elapsed hours shall continue to include a sixty (60) minute unpaid meal period. Existing workday schedules of eight and one-half (8-1/2) hours and ten and one-half (10-1/2) hours shall continue to include a thirty (30) minute unpaid meal period. Workday schedules of eight (8) and ten (10) consecutive hours shall

include a paid straight time meal period of up to one-half (½) hour on the job. Two (2) non-work periods of up to fifteen (15) minutes during a regular daily shift shall be permitted by supervision to promote the health, safety, and efficiency of employees on the job. Emergency situations may make this impossible in rare situations. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

- B. When a unit member does not receive a paid meal period, his/her meal period shall be uninterrupted and duty-free.

Section 4-3. Clean-Up Time

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

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

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

Section 4-4. Seniority

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

Section 4-5. Transfer Program

The City and the Union acknowledge mutual interest in the success of the present program of minimizing layoffs of employees by seeking to place such employees in other positions,

consistent with Civil Service Rules on seniority. The Union agrees to provide positive counseling to unit members so affected to ease the transition to other positions. The City agrees to make available, on request, job counseling in order to provide training assistance to the employee during the first thirty (30) days of the new work assignment.

Although not required to honor a request for a voluntary transfer for an employee having documented extraordinary personal hardship beyond his/her control, the City will try to honor the request. In such a case, factors such as, but not limited to, the employee's shift, seniority, and work record may be considered.

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

ARTICLE 5: BENEFITS

Section 5-1: Employee Assistance

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

Section 5-2: Health and Dental Insurance

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

coverage), and seventy-five percent (75%) of the premium costs for unit employees and their qualified dependents (family coverage).

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

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

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

Section 5-3: Life Insurance

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

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 current base hourly rate. The beneficiary shall be designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

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

In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms

of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Union will pay the cost of this benefit, if any, the first year of each new MOU period.

Section 5-4. Long Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the 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 sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

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 Vacation Pay

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

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

New Year's Day	January 1
Martin Luther King's Birthday	January, Third Monday
President's Day	February, Third Monday
Cesar Chavez Birthday	March 31
Memorial Day	May, Last Monday
Independence Day	July 4
Labor Day	September, First Monday
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Four (4) hours on December 24

Christmas Day	December 25
Two Personal Leave Days	After completion of six months of full-time employment.

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

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

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

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

B. Vacation Accumulation

In July 2016, July 2017, **and July 2018** every unit member will receive 12 hours of vacation time, in addition to their other annual accruals, added to their vacation leave.

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

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>MAXIMUM PAYOUT</u>
0-5 years	8 hours	192 hours	290 hours
6-10 years	10 hours	240 hours	350 hours

11-15 years	11 hours	264 hours	380 hours
16-20 years	13 hours	312 hours	440 hours
21+ years	15 hours	360 hours	500 hours

- C. The parties agree that on **all** holidays, unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave.

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

D. Parental/Family Leave

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

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

In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job

performance of an employee involved in a leave management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

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

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

Section 5-6. Tuition Reimbursement

- A. **Unit Members who participate in the Tuition Reimbursement Program shall be eligible for tuition reimbursement pursuant to the following provisions:**
 - 1. **The maximum sum reimbursable to unit members each MOU year shall be \$6,500.**
 - 2. **To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department and the Human Resources Director as provided in existing Administrative Regulations.**
- B. **Tuition Reimbursement, in accordance with this Article, shall be made in the event an employee's approved course of instruction is terminated by the educational institution. Tuition reimbursement shall not occur in the event of any voluntary termination of employment by the employee.**
- C. **The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City. 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 members shall be allowed to utilize up to \$150 to attend one-day, in-state, City-related seminars/training.**

ARTICLE 6: MISCELLANEOUS

Section 6-1. Saving Clause

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

Section 6-2. Copies of MOU

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

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

- A. The provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B. The lawful provisions of this MOU are binding upon the parties for the term thereof, it being understood that the Union is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

Section 6-4. Part-Time Employees

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

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

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

Section 6-5. Term and Effect of MOU

- A. This MOU shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2016, up to the beginning of the first regular pay period commencing in July 2019. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or before December 1, 2018, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.
- B. Except as expressly provided in this MOU, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

- C. The provisions of this MOU shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.
- D. This MOU constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

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ADDENDUM

The following Article 1, Section 1-3 Rights of the Association 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.

Section 1-3: Union Rights

1. No employee shall suffer reprisal for the exercise of rights granted by this MOU.
2. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and LIUNA Local 777 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions

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

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

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

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

2. Union Stewards

The Union may designate forty-five (45) Union members as stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst Union members regularly working at the job sites within the proximate geographic area where they are intended to provide representation. The Union shall endeavor to be equitable in the distribution of its stewards.

a) One such representative from the Grievant's home department may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1-A), when the Union is designated by a Grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. Paid release time used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation shall be charged against the bank of Union release hours (Section 1-3 D).

b) City employees who are on duty and are, either witnesses, charging parties, appellants or grievants and the shop steward representing any such employee from the employee's home department, may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Public Works Accident Review Board meetings on City time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisors approval, they

will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances the group will be allowed to select no more than two non-witness grievant representatives to attend the proceeding. These do not have to be the same group grievant representative for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

c) Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of assisting in the adjustment of grievances and other official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the operational and safety regulations and procedures as directed by the supervisor.

3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and four (4) working days advance request in each instance, a unit total of five thousand (5,000) hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Union include:

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

- For authorized representatives to educate and communicate with unit members in support of City policies and programs, and participate in City partnerships.

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

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

a) The Union shall be allowed up to fourteen thousand (\$14,000) dollars per MOU year for designated unit members of the local to attend schools, conferences, workshops, trainings, in-house CDL instruction, and any other activity approved by the Labor Relations Administrator. These monies are to be paid in one lump sum in the first pay period of each MOU year. The City Auditor Department may conduct an audit of the funds used for training purposes periodically. Any payments not adequately supported by the documentation of expenses, or payments made for activities outside the scope of this agreement will be returned to the City by the Union.

b) In recognition of the mutual benefit provided to the City and the Union by the full-time release positions, the City agrees to pay the Lead Business Agent of the Unit two hundred and eight overtime hours each MOU year. The two full time Union Representatives will be paid eighty (80) hours overtime each MOU year. The overtime will be paid on the last paycheck of July upon request of the Union. The Union shall make such request no later than June 1. “ The Union agrees to reimburse the City of Phoenix for the equivalent salary costs plus fringe benefits on or before the last day of July each MOU year.

C. Unit members may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion consistent with this MOU.

D. There shall be no use of official time for unit-related activities except as has been expressly authorized under this MOU. The City reserves the right to deny approval of request for use of official time for activities not expressly authorized under this MOU. The City shall not arbitrarily deny requests for use of official time for union activities.

E. Payroll Deductions

1) The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deductions herein shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it, consistent with the PERB Ordinance Section 2-214.

In addition, the City shall provide the Union the alphabetical list, including, the last four digits of the Social Security Number, the active Union deductions list, and the deductions register on a CD.

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

2) The City shall not make dues deductions for unit employees on behalf of any other employee organization as defined in the Meet and Confer Ordinance, during the term of this MOU.

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

F. Facilities and Services

1) The Union may distribute Union authorized materials on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided both the employee distributing and the employee receiving such material are on their own time.

2) The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations.

3) Material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's 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.

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

Such opportunity shall be accorded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Orientation Program (PWOP), and Parks Department new employee orientation (Parks NEO).

G. List of Unit Members

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone.

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

H. The Union shall have the right to file a grievance on behalf of our member(s) when personally requested by the member. Filing procedures for grievance shall be those in Article 2, Section 2-1, Grievance Procedure.

I. Upon written request from the Union, the City will provide specific information from an employee's personnel files pertinent to a written grievance, arbitration case or civil service appeal. The City will also provide all pertinent collective bargaining information requested by the Union. The information will be supplied to the Union at no charge.

The following Article 1, Section 1-4.B, paragraph 7, Rights of Unit Employees the Association is eliminated 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 Employees (Letter B, paragraph 7)

If an employee is held over or 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 employee and/or Union steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands this

_____ of _____, 2016

Jennifer Wozniak, LIUNA Local 777 Representative

Fred Verdugo, Deputy Human Resources Director, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED AS TO FORM:

Acting City Attorney, City of Phoenix

LIUNA 777 Team:

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Paul Beahely
Rufino Uribe
Robert Reidenbach
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Richard Murillo
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City of Phoenix Team:

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Cindy Bezaury, Human Resources
Mark Bizik, Human Resources
Tina Esparza, Parks and Recreation
Mark Glock, Street Transportation
Felipe Moreno, Public Works
Danielle Poveromo, Parks and Recreation

ITEM 3

CITYWIDE

**RESOLUTION 21439 -
PUBLIC COMMENT AND
APPROVAL OF THE MOU
BETWEEN THE CITY OF
PHOENIX AND AFSCME,
LOCAL 2384 (UNIT 2)**

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

The City of Phoenix has met and conferred with the American Federation of State, County and Municipal Employees (AFSCME) Local 2384 (Unit 2) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. As required by Section 2-218(G) of the Meet and Confer Ordinance, following its ratification by the employee organization a copy of the proposed MOU has been filed with the City Clerk. The Code further requires that "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the memorandum of understanding prior to the Council acting thereon."

Following public comments on the proposed MOU, the City Council is requested to take action on a resolution approving the proposed MOU.

DRAFT
MEMORANDUM OF UNDERSTANDING

2016 - 2019

CITY OF PHOENIX

AND

AMERICAN FEDERATION OF STATE,

COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2384, AFL-CIO

COVERING

FIELD UNIT II

FIELD UNIT II

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DRAFT

PREAMBLE

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

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

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

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

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

ARTICLE 1: Rights

Section 1-1: Gender

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

Section 1-1A: Recognition

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

Section 1-2: City and Department Rights

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

Section 1-3: Union Rights

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

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) bargaining unit members of AFSCME Local 2384, 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 Authorized Employees are providing the services consistent with the findings herein. The City's Designee shall work directly with AFSCME Local 2384 in order to confirm any and all paid activity of the Authorized 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 Authorized 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 2384 or the City. The results of the audit may result in AFSCME Local 2384 reimbursing the City for activity not deemed City Business under this Agreement.

D. Bank of Donated Leave

1. Only Unit II employees will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave twice each fiscal year to be used by union officers and representatives for Union-related activities as determined by the AFSCME Local 2384 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 Unit II employees 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 II employee is forty (40) hours, per fiscal year.

4. Only Unit II employees may donate hours to the AFSCME Local 2384 bank of hours; AFSCME Local 2384 may only accept donated hours from their Unit II employees.
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 members of AFSCME Local 2384 should be released from their official duties to perform. AFSCME Local 2384 agrees that it will perform the following activities and acknowledges that it will receive City Business time for the time spent performing them:

1. Authorized Employees will attend trainings that have been authorized in advance by the City.
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 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, Authorized 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, Authorized 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 2384, Authorized 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, Authorized 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,” Authorized 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. Union Stewards

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

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or addition of stewards in the event of reorganization or expansion of Unit II departments.

1. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.
2. There shall be no obligations on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

3. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives. One steward working in the same department as a unit member under investigation may also attend investigative meetings. 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.
4. City employees who are on duty, either witnesses or grievants, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time. City Business time is not available for union representatives to attend or engage in these activities.

H. Requests for City Business Time

1. A union member who wishes 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 union member believes that the activity for which time was requested has either a dual public/private purpose or an exclusively public purpose, the 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.

I. Unpaid Time for Unit Related Activity

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

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

- J. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the

M.O.U. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment, or disruptive of the Department's operation. No City Business time will be available for this purpose.

- K. Prior to the termination of the current Memorandum and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to facilitate the familiarization of the terms of the successor Memorandum. No City Business time will be available for this purpose.
- L. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.
- M. Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. No City Business time will be available for this purpose.

N. Payroll Deduction

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.

4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this agreement make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

O. Facilities and Services

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.
2. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.
3. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.
4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
5. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, address, job classification, department number, and/or a seniority list by job classification.
6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

P. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure

5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

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

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

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

Section 1-4: Rights of Unit Employees

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

- A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.
- B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee during the conduct of a management initiated investigatory interview concerning allegations focused on the employee, which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or

representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.

No Union Steward can receive City Business time for Union representation activities.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.

- C. Unit employees have the right to present their own grievance, in person or by legal counsel.
 - 1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.
 - 2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.
 - 3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature.
- D. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- E. All unit employees may request that their home department 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 home department 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 the home department personnel file 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 the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

- F. The City shall post on employee bulletin boards any new policies and/or revision in City or written department policies and procedures affecting Unit II employees. Notice shall remain posted for not less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

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

- G. A coaching is a verbal discussion with an employee. A coaching is not to be considered a first offense for purposes of progressive discipline. **Employees will be advised that they are receiving a coaching at the time it is given.** A written record of a coaching may be placed in the supervisor's file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

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

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

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

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

- H. If an employee is not given his/her PMG by the annual review date, the employee's merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an overall "met").

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

- I. All unit members have the right to be treated in a manner which is fair and impartial.

Section 1-5: Prohibition of Strike and Lockouts

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

Section 1-6: New Positions/Classifications

- A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.
- B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board 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 being removed from the unit.
- D. Requests for Studies
 - 1. The Union may submit written requests for job classification studies to the Labor-Management Committee.
 - 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.
 - 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. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.
- E. In the 2011 Segal Pay and Benefits Study, the classifications of Electricians, Airport Security Guard, Equipment Mechanics, Tradeshelpers, and Heavy Equipment Mechanics were studied for appropriate compensation. The City has been in a classification study moratorium since 2008. In the event it is lifted, the Human

Resources Department agrees to include the study of Equipment Mechanics (assigned to Fire Shop) to its Class and Comp Work Plan.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

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

A. Informal Resolution

The parties agree that the first attempt to resolve employee complaints arising under this M.O.U. will be an informal discussion between the employee and his immediate non-Unit supervisor only.

It is the responsibility of Unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate (non-Unit) supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

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

B. Definition of Grievance

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

C. Procedure

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

Step I

The unit employee shall reduce his or her grievance to writing by completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within 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. **The City will assign a grievance number within ten (10) calendar days.** Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The second line supervisor shall, within 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.

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 completing the City form and presenting it to the second level of review, the Department Head or his designee, 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.

Step III

If the response of the second level of review does not result in resolution of the grievance, the grievant and Union may, within ten (10) calendar days of having received the Step II response, appeal the grievance by completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

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

Member: A City of Phoenix Department Director.

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

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

The Grievance Committee shall, within 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. 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 the 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 seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1. 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.
2. The arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. 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 arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and designated representative.

D. Union Grievance

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

E. Group Grievance

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

F. Time Limits

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

G. Notice to Union of Grievance Resolution

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

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

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

I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within ten (10) calendar days of the occurrence prompting the grievance, or within ten (10) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within ten (10) calendar 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 cost of the services of the arbitrator.

- J. 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 Division within ten (10) calendar days of receipt of the department head's answer. The Labor Relations Administrator shall meet with the department head, the employee, and his/her representatives, if any, in an attempt to resolve the grievance within ten (10) calendar days. The Labor Relations Administrator shall then submit written recommendations for resolution to the employee, his/her representatives, if any, and department head within ten (10) calendar days of the meeting.

If the parties are unable to resolve the grievance in accordance with this section, the employee may appeal the grievance to Step III within ten (10) calendar days from receipt of the Labor Relations Administrator's response.

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

Section 2-2: Arbitration

- A. Independent Arbitrator

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

- B. Appeal

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion, or dismissal. The request must be in writing and must state specific allegations in the discipline notice with

which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

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

C. Selection of Arbitrator

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

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one-name remains. The remaining name shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

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

D. Time for Hearing

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

E. Hearing Procedures

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

F. Witnesses

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

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

G. Proposed Findings; Objections to Report

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

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

H. Requirements

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

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

I. Report

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

J. Costs

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

K. Civil Service Board

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

L. Representation

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

Section 2-3: Labor-Management Committee

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

- A. There shall be a Labor-Management Committee consisting of four (4) representatives of the Union and four (4) representatives of the City, unless mutually agree to additional representatives. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.

During the term of this MOU, the Union and the City shall establish an Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.

- B. The Committee shall meet monthly or at other mutually scheduled times.
- C. 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.
- D. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this Memorandum.

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

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

Section 2-4: Health and Safety Committee

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

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

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

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

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

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

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

ARTICLE 3: Compensation/Wages

Various sections of this 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. **In year one of the agreement, the economic value of concessions to be restored will equal 1.9%. Furlough/Unpaid holiday restoration a priority, within the first 1.3% of the restoration (first pay period in July 2016). The first**

year of the agreement will include restoration of 50 hours of the unpaid holiday/furlough (26 furlough hours and 24 hours unpaid holiday).

- B. In year two of the agreement, the economic value of concessions to be restored will equal 1.0%. Furlough restoration must be completed in the second year of the agreement, with continued restoration of unpaid holidays (first pay period in July 2017). The second year of the agreement will include restoration of 16 hours of unpaid holiday, restoration of overtime pay for the "12 Hour Rule" concession (Art 3, Section 3-2); and restoration of 0.54% in Deferred Compensation Plan (Art 3, Section 3-9).
- C. In year three of the agreement, the economic value of concessions to be restored will equal 1.3%. All unpaid holiday restoration must be completed in the third year of the agreement (first pay period in July 2018). The third year of the agreement will include restoration of 50% of the Vacation Buyback concession (Art 5, Section 5-5); restoration of Compensatory Time conversion concession (Art 3, Section 3-2); restoration of 1.41% in Deferred Compensation Plan (Art 3, Section 3-9); plus an additional 0.02% in Deferred Compensation Plan (Art 3, Section 3-9).
- D. If the City projects a **General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.**
- E. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.
- F. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents (\$.20) in addition to their base hourly rate. This pay is not applicable to all positions in classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.
- G. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.
- H. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.
- I. 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. In order to take furloughs in less than full day or half day increments, employees must get approval in advance from their supervisor.

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 unpaid 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.

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

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

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

Section 3-1A: Productivity Enhancement Pay

Productivity Enhancement Pay

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

A. Pay Benefit:

In November of each calendar year, and May of each calendar year, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one

hundred and three dollars (\$103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars (\$3,502) at the completion of 22 years of continuous full time service.

In November of each calendar year, and May of each calendar year, unit members who have completed twenty three (23) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred thirty-eight dollars and eighty-nine cents (\$138.89) for the completion of each year of continuous full-time service in excess of five (5) years, up to annual maximum of six thousand one hundred twelve dollars (\$6,112) at the completion of twenty-seven (27) years.

B. Qualifications:

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

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

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

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

C. Terms of Payment:

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

Section 3-2: Overtime

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

B. For the 2014 – 2016 M.O.U. contract except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

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

C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.

D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.

E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and ten (210) hours effective July 1, 2008; increase to two hundred and fifteen (215) hours effective July 1, 2009. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination

on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.

F. Compensatory Time Conversion

A unit member may convert accumulated compensatory time credits to cash twice per MOU year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30. Payment can be made in a separate warrant if requested by the employee.

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

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

H. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to ensure service delivery, or to conduct mandatory training.

I. Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

Section 3-2A: Call Out Pay

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

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

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

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

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

Remote Access Support

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

Telephone Support

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

Section 3-3: Out-of-Class Pay

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

- A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be

given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.

- B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.
- C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.
- E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher classification.

Section 3-4: Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

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

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

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

Section 3-4A: Sick Leave Payout

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

Section 3-5: Shift Differential Pay

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

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

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

Section 3-5A: Weekend Shift Differential Pay

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

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

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

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

Section 3-6: Stand-By Pay

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

Section 3-7: Show-Up Time

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

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

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

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

Section 3-8: Jury Duty

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

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

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

Section 3-9: Deferred Compensation Program

Prior to the start of this agreement, the City was contributing 1.65% of each unit member's monthly gross wages to the City's 401(a) Deferred Compensation Plan (DCP). The City will increase the DCP percentages as follows: 0.54% in 2017-18 (for a total of 2.19%); 1.41% in 2018-19 for a total of 3.6%); plus an additional 0.02% (for a total of 3.62%).

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

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

D. Relief Crews

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

- E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.

F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

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

G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.

H. The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

Section 4-2: Rest and Lunch Periods

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

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

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

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

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

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

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

Section 4-3: Clean-Up Time

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

Section 4-4: Seniority

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

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

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

A. General Guidelines

1. Annual Bump/Bid

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

2. Interim Bump/Bid

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

3. Exceptions

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

- 1) Motorcycle Mechanics
- 2) Heavy Equipment Mechanics in the following assignments:
 - Fire shop
 - Off-road equipment
 - Aerial equipment
 - 91st Ave. Treatment Plant
 - Landfills
- 3) Police substations-
 - Auto Technicians (master)
 - Fire Shop Auto Technicians
 - Equipment Service Worker II
- 4) Leads
- 5) Temporary, new hire and promoted employees*
- 6) Rovers
- 7) Make-ready shop (all personnel)
- 8) Service writers

- 9) Auto Parts Clerk III (annual bump for this class will **be effective** after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91st Ave. Treatment Plant

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

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

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

4. Annual Bump/Bid Completion

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

5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing the official Bump/Bid Authorization Form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry.

6. Official Notification

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

B. Seniority

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

1. Determination of Seniority

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

2. Dispute Resolution of Seniority

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

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

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

A. Medical and Dental Insurance

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

B. Employee Assistance Program

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

- C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.
- D. **The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual’s retirement eligibility was determined on August 1, 2007).**
- E. **The following chart shows the monthly MERP benefit for benefits-eligible unit employees eligible to receive MERP as determined on August 1, 2007:**

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

Benefits-eligible employees hired on or after August 1, 2007 are not eligible for MERP and may qualify for a Post-Employment Health Plan (PEHP).

Unit members retiring on or after July 1, 2008 and meeting all other MERP eligibility requirements may be eligible for an additional MERP amount of \$100 per month until the retiree reaches age 65 while the retiree is the primary enrollee in a City retiree medical plan or enrolled in a medical plan through the City’s private healthcare exchange vendor.

The City Manager, in his or her sole discretion, reserves the right to determine MERP administration and disbursement.

Section 5-2: Dental Insurance

The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

The City agrees to contribute 100% of the cost to provide dental insurance for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime

benefit of four thousand dollars (\$4,000) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

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

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

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

Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the MOU. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age

seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan.

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 Vacation Leave

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
24 Personal Leave Hours	After completion of six (6) months' service

1. Personal leave hours are added to an employee's vacation leave bank to be used as such.

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

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

B. Vacation Accumulation

In **January 2017, January 2018, and January 2019**, every Unit II employee will receive 8 hours of vacation time, in addition to their other annual accruals, added to their vacation leave.

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

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

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

of vacation leave. The employee must take a minimum of forty (40) hours of vacation/comp-time during the calendar year to qualify for these payments.

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

The parties agree that on the following specified holidays starting in July 2009, all unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave on the following holidays:

1. Independence Day, July 4
2. Labor Day, September, First Monday
3. Veterans Day, November 11
4. Thanksgiving Day, November, Fourth Thursday
5. Friday after Thanksgiving Day
6. Christmas Day, December 25
7. Memorial Day (effective May 2010)

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

Section 5-7: Parking

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.

Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.

All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

Section 5-8: Tool Allowance

A. Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars (\$300.00) per annum.

Payment for tool allowance will be made on or about September 1.

Classification

User Technology Specialist U2

Instrumentation and Control Specialist
Trades Helper, Assigned U2

Equipment Service Worker I

Electrician Helper

Electrician Apprentice

Electrician

Electrician, Assigned Lead

Traffic Signal Technician

Telecommunications Specialist

Welder, Assigned U2

Building Equipment Operator I, assigned U2

Building Equipment Operator II, assigned U2

Building Maintenance Worker, Assigned U2

Locksmith

- B. Unit employees in the following eligible classifications will receive a tool maintenance allowance of six hundred dollars (\$600.00) per annum.

Payment for tool allowance will be made on or about September 1.

Equipment Service Worker II

Automotive Technician and all assignments

Heavy Equipment Mechanic and all assignments

Equipment Repair Specialist

Body Repair Specialist

Helicopter Mechanic

Fuel Systems Support Technician

Aircraft Technician and assignment

Section 5-9: Parental Leave

- A. The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.
- B. An employee may use up to ten (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g).

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

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

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

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

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A.** If any article or section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- 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 2384 will meet and confer on any modifications to this memorandum.

Section 6-2: Copies of Memorandum

Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor, and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative

Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

Section 6-3: Apprenticeship Programs

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

Section 6-4: Part-Time Employees

- A. Hourly paid Unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November, and December; January, February, and March; and April, May, and June. If the employee separates from City employment, the participation will cease.

- B. Hourly paid employees, excluding seasonal employees, may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step.
- C. No full-time or part-time permanent employees in the City Civic Plaza Department shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Management meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

For the 2012 – 2014 contract, compliance with Management Procedure 5.501, dated February 7, 1994, is suspended.

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

Section 6-5: Department Certifications and Required Licenses

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the **Arizona Department of Environmental Quality**. **Unit member of the Water Services Department will be reimbursed for 1 (one) fail and/or 1 (one) pass per certification.**

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

The City will provide reimbursements to Unit members for CDL endorsements.

Employees in the Water Services Department will receive a one-time special merit increase/step adjustment when they obtain a higher ADEQ Grade Certification than required for their job classification. Employees must provide a copy of their examination results.

Section 6-6: Safety Manual

The parties agree that, during the term of this memorandum, the City will publish a Safety Manual covering all citywide safety issues.

The Health and Safety Committee established in Article 2 Section 2-3 of this Memorandum will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

Section 6-7: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect commencing July 1, **2016** up to June 30, **2019**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than December first of its request(s) to modify or terminate it.

- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

However, the parties will continue to meet with affirmative willingness to resolve grievance and disputes relating to wages, hours and working conditions without effecting the terms of this agreement.

- C. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provision or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The provisions of this Memorandum apply to all Unit employees, except that entitlement to health, life, and long term disability insurance; holiday, overtime, and show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of existing full-time benefits received by permanent employees.

- F. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of
May, 2016

Marshall Pimentel, President, AFSCME Local 2384

Judith L Boros, Deputy Human Resources Director, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED TO FORM:

Acting City Attorney, City of Phoenix

AFSCME 2384 Team:
Marshall Pimentel, President
Abraham Arvizu
Anthony Ruelas
Bill Cusimano
Frank Munoz
Philip Jensen
Mario Ayala
Thomas Bustillos

City of Phoenix Team:
Judith L Boros, Human Resources
Angie Varela, Human Resources
Bob Fingerman, Phoenix Convention Center
Bobbie Reid, Aviation
Shenal Hooks, Human Resources
Tamie Fisher, Public Works
Troy Hayes, Water

ADDENDUM A

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

A. Union Release

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

1. Full-Time Release Positions

Three full-time release positions, designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release positions agree to comply with all City rules and regulations. The City will pay the employees' full time fringe benefits. Time used for this

purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

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

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

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

The Union, subject to departmental operation and scheduling factors and reasonable advance notice, shall be allowed a total of one hundred and fifty (150) hours of paid leave to attend Union seminars, lectures, and conventions. In addition, the Union shall be allowed fourteen thousand dollars (\$14,000) reimbursable to the Union by the City each M.O.U. year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used in the first year of the M.O.U. the balance will carry over into the second year not to exceed twenty-eight thousand (\$28,000) during the term of this M.O.U. Funds not used by the end of the M.O.U. will expire.

2. Union Stewards

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

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or addition of stewards in the event of reorganization or expansion of Unit II departments.

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

3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and seventy two (72) hours advance notice in each instance, a unit total of five thousand seven hundred (5,700) hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld.

With the exception of the ten elected union officials, only one representative may be released from the same work group/shop at the same time. The union may request an exception when training is being provided by the International

Union. Approval will not be arbitrarily withheld. No representative (with the exception of the ten elected union officials), will be permitted to use more than 420 hours of release time from the bank of hours in any one MOU year.

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

H. Unpaid Release Time for Unit Related Activity

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

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

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

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

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

L. International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for

legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.

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 Employees

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

- A. All Unit employees...
- B. Unit employees have the right...

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.

If any Unit member...

Addendum B - Allocation of Stewards

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.
2. The designation of job site stewards shall take into consideration the following:
 - a. proportional representation of approximately 1-30,
 - b. organizational structure of department,
 - c. avoidance of duplicating service,
 - d. crew size of work unit divisions.

ATTACHMENT A
(Subject to Reallocation)

Site Steward Allocations

<u>Department/Division</u>	<u>Site</u>
Aviation/Bldg. Ops. General Aviation	Sky Harbor Airport Deer Valley Airport Goodyear Airport
Maint/Air. Sect. Op./Custodians Electrical Maint. Op./Security Event Services Housing/Conventional Elderly Public Works Bldg Maint Equipment Mgmt.	Sky Harbor Airport All Term.-Sky Harbor Electrical Shop Phoenix Convention Center Phoenix Convention Center All Conventional Sites All Elderly Sites 2631 S. 22 nd Ave. 22 nd Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 th St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 rd Ave. & Durango 91 st Ave. Plant
Water Pollution Control Wastewater Collection	52 nd St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 st Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 nd St. & Thomas Phoenix Wells West

ATTACHMENT A - CONTINUED
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22 nd Ave. 52 nd St. & Thomas Corona Yard Deer Valley Yard Morten Yard Paradise Valley Yard Heavy Maint. Yard Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians Heavy Maint. Light Maint. (O&M) Instrument & Control Specialist

Chief Steward Allocations

<u>Department</u>	<u>Division</u>
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23 rd Avenue	91 st Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2)

Lead Steward Allocations

Department

Aviation (3)
Public Works (2)
Street Transportation
Phoenix Convention Center (2)
Fire
Housing
Police
Water Services (6)

Attachment B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the MOU by the Unit 2

employees or based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.
5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this 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 2 employees about any such administrative action that directly affects Unit 2 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make

such employees whole, including without limitation those Unit 2 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

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Attachment C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

Section 3-4 (Continued)

B. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this 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 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.

ITEM 4

CITYWIDE

**RESOLUTION 21440 -
PUBLIC COMMENT AND
APPROVAL OF THE MOU
BETWEEN THE CITY OF
PHOENIX AND AFSCME,
LOCAL 2960 (UNIT 3)**

Request for the City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) Local 2960 (Unit 3), and for City Council consideration of a resolution approving the proposed MOU.

The City of Phoenix has met and conferred with the American Federation of State, County and Municipal Employees (AFSCME) Local 2960 (Unit 3) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. As required by Section 2-218(G) of the Meet and Confer Ordinance, following its ratification by the employee organization a copy of the proposed MOU has been filed with the City Clerk. The Code further requires that "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the memorandum of understanding prior to the Council acting thereon."

Following public comments on the proposed MOU, the City Council is requested to take action on a resolution approving the proposed MOU.

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MEMORANDUM OF UNDERSTANDING

2016 - 2019

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, **and through quarterly labor Management meetings.**
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 **while on duty** at the time of incident (e.g. personal injury related, **shooting**).
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.
10. **Legislative, lobbying, or political activities with the approval of the City Manager.**
11. **In accordance with City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.**

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-I), 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. **Additional time will be allotted – in addition to new employee orientation – at the departments that have new employee orientation.** 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.

- O. **The City will make every effort to notify the union of the previous month's retirements as soon as possible.**

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.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

- 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.

An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. **Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.**

During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful representation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

Prior to the conclusion of the meeting, , **the employee or representative (on behalf of the employee)** will have the opportunity to make a closing statement **and may, at their sole discretion, provide information to justify the employee's conduct.** In addition, Police Department employees are also covered by provisions in Section 1-4 (H) 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.

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

- 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 unit employee may authorize in writing a union representative to examine their personnel and/ or supervisor file on their behalf.** The employee is entitled to designate 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. **The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit III employees. Notice shall remain available for not less than twenty-one (21) working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.**
- F. 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 will be notified of performance issues as they occur or are discovered.

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.

G. City employees who are on duty and are, either witnesses, charging parties, appellants or grievants may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Public Works Accident Review Board hearings and/or meetings on city time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or if the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisor's approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances, the group will be allowed to select no more than two non-witness members of the group to attend the proceeding. These do not have to be the same group members for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

H. 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. The employee will be allowed to seek advice and counsel from their representative during caucus and **prior to, during, and after** the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement. If a unit member is called to an investigatory interview with a Police Department supervisor for a disciplinary matter which may lead to a Written Reprimand, the conversation shall be mechanically recorded by the supervisor and, if requested, the unit member shall receive a copy of the recording. Further, if personally requested by the unit member, representation will be allowed during a Professional Standards investigatory interview/interrogation concerning allegations focused on the unit member which may result in disciplinary action against him for violation(s) of the City or department work rules and regulations. The representative must be a bargaining unit member. The representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and after conclusion of the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination,

or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

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

Only paperwork pertaining to any completed N.O.I. Investigation resolved as sustained will be kept in an employee's file.

Attendance at the Police Department Disciplinary Review Board (DRB) is optional. An employee may attend or not attend; it is his or her individual choice. If an employee declines to appear before the DRB, comments made during deliberations of the Board will not be presented to the Civil Service Board and the fact that the employee did not appear before the DRB will not be held against the employee. The employee may, at his or her discretion, appear before the Board with a representative of his or her choosing and may state his or her reasons why the proposed action is unjustified. The employee and his or her representative may passively observe all presentations made to the Board and all responses made to questions by Board members. The employee and non-board members will be excluded from the room during Board deliberations. In addition, a representative from Labor Relations will be present as a passive observer at the DRB at the union's request.

If a Polygraph examination is required of a unit member, a unit representative may monitor the audio/video-taped examination from the monitoring room.

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.

- 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 during the first year of the **2016-2019 MOU and the City's moratorium on Classification and Compensation studies.**

Out-of-class pay will be discussed in a Labor-Management meeting during the first year of the **2016-2019 MOU.**

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.

Unit 3 will be involved in a RBO/Labor-Management Process in the Fire Department.

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

Have monthly discussions on new city and departmental policies, procedures, Personnel rules, etc.

The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

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

Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.

Representatives of the Union on the Committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 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. In year one of the agreement, the economic value of concessions to be restored will equal 1.9%. Furlough/Unpaid holiday restoration a priority, within the first 1.3% of the restoration (first pay period in July 2016). The first year of the agreement will include restoration of 40 hours of unpaid holidays/furlough (32 hours furlough/8 hours of unpaid holiday); restoration of 0.51% of tiered 1.60% wage concessions; and credit for 2014-16 Renegotiated Benefit – Additional Insurance.
- B. In year two of the agreement, the economic value of concessions to be restored will equal 1.0%. Furlough restoration must be completed in the second year of the agreement, with continued restoration of unpaid holidays (first pay period of July 2017). The second year of the agreement will include restoration of 16 hours of furlough (Art. 3, Section 3-1) and restoration of 0.49% of tiered 1.60% wage concession.
- C. In year three of the agreement, the economic value of concessions to be restored will equal 1.3% (first pay period of July 2018). The third year agreement will include restoration of 0.60% of tiered 1.60% wage concessions; additional wage increase of 0.16%; restoration of vacation buyback (Art. 5, Section 5-5); restoration of compensatory time conversion concession (Art. 3, Section 3-2); restoration of 0.1% Deferred Compensation concession (Art. 3, Section 3-9); restoration of 50% of Linguistic Pay concession (Art. 3, Section 3-1); and restoration of Overtime Pay for the “12 Hour Rule” concession (Art. 3, Section 3-2).
- D. If the City projects a **General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.**
- E. 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. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

On July 4, 2016 (paid July 22, 2016), November 21, 2016 (paid December 9, 2016), July 3, 2017 (paid July 21, 2017), and November 20, 2017 (paid December 8, 2017), July 2, 2018 (paid July 20, 2018), and November 19, 2018 (paid December 7, 2018) 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 4, 2016 (paid July 22, 2016), November 21, 2016 (paid December 9, 2016), July 36, 2017 (paid July 21, 2017), and November 20, 2017 (paid December 8, 2017), July 2, 2018 (paid July 20, 2018), and November 19, 2018 (paid December 7, 2018) , 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 years, up to an annual maximum of \$6,000 at the completion of twenty-nine (29) years of continuous full time service.

1. b) Pay Benefits for those unit employees receiving their first payment on or after July 1, 2014:

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi- annual payments), unit members who have completed at least six years (6) but no more than up to nineteen (19) years of continuous full time service and who meet the additional qualifications specified in this section shall qualify for one hundred (\$100), prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five (5) years, up to an annual maximum of \$2,800 at the completion of nineteen (19) years of continuous full time service.

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi- annual payments), unit employees who have completed 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), prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of 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.
 - e) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives a below "meets standards" evaluation shall receive another evaluation within 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.
3. Terms of Payment:
- a) Payments will be made within thirty (30) days of the qualifying date.
 - b) Employees receiving semi-annual payment, who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.
4. No later than January 1, 2016, the Union and Labor Relations will have determined in Labor Management Committee options for conversion of all unit employees to pay period payments effective for the following MOU.

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.

- 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.

The furlough requirement will be phased out by Year Two of the 2016-2019 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.

- 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.

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.

Remote Access Support

Employees called to perform work by remote access, such as VPN, shall receive a minimum of thirty (30) minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each remote access support response after the initial response. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Telephone Support

Employees called to perform work by means of telephone support shall receive thirty (30) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each telephone support response after the initial response. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

- E. Cash compensation for all overtime will be at 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 **five (5) hours work for a ten (10) hour shift and four (4) hours work for an eight (8) hour shift** shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than **five (5) hours for a ten (10) hour shift and four (4) hours work for an eight (8) hour shift**.
- C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- D.
 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
 2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements

for promotion to those classifications where such out-of-class work was performed in a certified position.

- E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-4: Sick Leave Cash Out Formula

A unit member who has accumulated a minimum of 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 paid** 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. **Shift differential shall continue be paid at the rate of the regular shift for any additional hours worked following the regular shift.**

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time. If an employee works a 2nd or 3rd shift for 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 contribute 0.1% of each Unit member's monthly base wages to the City Deferred Compensation Plan.

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:

5 DAY WORK WEEK

8 hours
8-1/2 hours
9 hours

MEAL PERIOD

30 minutes on the job, paid at straight time
30 minutes, unpaid
60 minutes, unpaid

4 DAY WORK WEEK

10 hours
10-1/2 hours
11 hours

MEAL PERIOD

30 minutes on the job, paid at straight time
30 minutes, unpaid
60 minutes, unpaid

Schedules for Police Assistants and Police Aides, in the Police Department shall include a paid straight-time meal period of 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, 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 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 pay for the current life/long term care insurance benefit to unit employees.

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. In July 2016, July 2017, and July 2018, every unit member will receive eight (8) hours of vacation time, in addition to their other annual accruals, added to their vacation leave. **This vacation time reflects the equivalent disbursement of union release time that was previously negotiated to the union and paid for out of the wage package in previous negotiations.**

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

SERVICE YEARS	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	PAYOUT
0-5	8 hours	192 hours	240 hours
6-10	10 hours	240 hours	300 hours
11-15	11 hours	264 hours	330 hours
16-20	13 hours	312 hours	390 hours
21 +	15 hours	360 hours	450 hours

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.

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:

<u>Job Classification</u>	<u>Allowance</u>
Police Assistant*/ Special Detail (Detention Officer)	\$725 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist (Including employees in Planning & Development)	\$725 per annum
Fire Emergency Dispatcher/Lead**	\$725 per annum
Municipal Security Guard*	\$725 per annum

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

*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. **Police Assistant*Special Detail (Detention Officer) who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding \$800. Upon replacement, a Police Assistant*Special Detail (Detention Officer) shall be entitled to the \$800 reimbursement every five (5) years after initial purchase.**

**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. **For the 2016-2019 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across that two-year period.**

2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.
- B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.
- C. The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City for Building Inspectors, Construction Permit Specialists, and Operation Assistants Air side, and Fire Prevention Specialist once they pass the test, on a one time basis only. The City will not reimburse unit members for classes the City provides at no cost, or for classes the City identifies for unit members to be taken at no cost.
- D. Unit classifications at pay range 324 and above shall be allowed to utilize up to \$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:

Community Worker II
Caseworker I
Caseworker Aide
Senior Center Assistant

Employees required and authorized to use their private vehicle on City business and who have provided proof of appropriate insurance as required by City regulations shall be compensated at the IRS regulated rate per mile.*

*Refer to A.R. 6.21

- B. Employees regularly assigned to the airport terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- C. All regular full-time and part time bargaining unit employees will receive, upon request, a City issued bus/transit pass at no cost to be used only by the employee.
- D. If parking rates are increased, the City will notify the union prior to the increase taking place.

- E. Parking rates for employees who drive motorcycles to work shall be reduced by 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, **2016** through June 30, **2019** 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.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of May, 2016

Frank Piccioli, President, AFSCME Local 2960

Judith L. Boros, Deputy Human Resources Director, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED TO FORM:

Acting City Attorney, City of Phoenix

AFSCME 2960 Team:

Frank A. Piccioli, President
Angie Hernandez
Chris Radoian
Debra Novak-Scott
Dennis Martinez
Dorie Levy
J. Rae Kell
Joe Witt
Krista Cunningham
Louisa Pedraza
Michelle Newcomb
Russell Pedraza

City of Phoenix Team:

Judith L. Boros, Human Resources
Alisha Solano, Water
Danny Seville, Fire
Denise Overstreet, Human Resources
Renee Gillison, Human Resources
Sandra Renteria, Police
Stephen Grubbs, Water

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 2-1), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives without loss of pay or benefits during City time. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on

representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

Stewards with assigned City vehicles who are on duty and actively working, and are scheduled to return to duty at the conclusion of the meeting, may use the City vehicle to attend mutually scheduled grievance and/or labor-management meetings with department representatives.

The unit will be allowed, subject to operational and scheduling factors and 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.

ATTACHMENT A

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.

DR
EF

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ITEM 5

CITYWIDE

**RESOLUTION 21441 -
PUBLIC COMMENT AND
APPROVAL OF THE MOU
BETWEEN THE CITY OF
PHOENIX AND PLEA (UNIT 4)**

Request for the City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the Phoenix Law Enforcement Association (PLEA) (Unit 4), and for City Council consideration of a resolution approving the proposed MOU.

The City of Phoenix has met and conferred with the Phoenix Law Enforcement Association (PLEA) (Unit 4) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. As required by Section 2-218(G) of the Meet and Confer Ordinance, following its ratification by the employee organization a copy of the proposed MOU has been filed with the City Clerk. The Code further requires that "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the memorandum of understanding prior to the Council acting thereon."

Following public comments on the proposed MOU, the City Council is requested to take action on a resolution approving the proposed MOU.

DRAFT

MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

2016 – 2019

(TO BE UPDATED)

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DRAFT

Preamble

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the Statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW THEREFORE, it is agreed that **this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.**

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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

Section 1-2: City and Department Rights

- A. The Association recognizes that the City and the Chief of Police retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the Chief of Police to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this **Memorandum** provided that such rules and procedures do not violate any of the specific express provisions of this **Memorandum**.
- B. The City and Chief of Police have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

- D. The Chief of Police and City Manager reserve the right to discipline or discharge employees for just cause, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.
- E. The City and the Chief of Police shall determine assignments and establish methods and processes by which assignments are performed.
- F. The City and Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.
- G. Except as otherwise specifically provided in this **Memorandum**, the City and the Chief of Police retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this **Memorandum**, shall be exclusively the right of the City and the Chief of Police unless otherwise provided by the express terms of this **Memorandum** as permitted by law.
- K. The inherent and express rights of the City and the Chief of Police, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this **Memorandum**, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

Section 1-3: Rights of Association

- A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in Attachment A.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

- B. 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 four (4) Unit 4 members (PLEA), will perform duties as outlined below. One (1) of the authorized representatives must be paid at least 500 of their normal work hours each fiscal year through the Union Bank of Donated Leave.

1. 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 Authorized Employees are providing the services consistent with the findings herein. In order to ensure consistency between the bargaining units, the City's Labor Relations Administrator will be responsible for coordinating City Business time. The City's Designee shall work directly with PLEA in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. PLEA shall submit reports to the City's Designee, in the Human Resources Department, each pay period documenting the City Business of the Authorized 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 PLEA or the City. The results of the audit may result in PLEA reimbursing the City (either by direct payment or use of union donated hours) for activity not deemed City Business under this **Memorandum**.

A union member, other than the four outlined above, 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, if practical, of the time requested to the City's Designee. Any such request must specify what the time will be used for, and an estimate of how much time is needed. A request for City Business time will be approved only if the activity is consistent with the listed activities below.

2. 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 members of PLEA should be released from their official duties to perform. PLEA agrees that it will perform the following activities and acknowledges that it will receive City Business time for the time spent performing them:

- a. Authorized Employees will attend trainings that have been authorized in advance by the City.
- b. 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, and through quarterly briefings. Agendas for the quarterly briefing will be

jointly approved by Police Department Management and PLEA. Police Department Management will have the option of attending the briefings.

- c. 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 the timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.
- d. 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 unit members with understanding and coordination of benefits.
- e. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Employees will participate directly and assist the City with benefit evaluations, including the Citywide Healthcare Task Force.
- f. In order to ensure City resources are well coordinated, upon the direction of the City and consent of PLEA, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
- g. Represent employees involved in critical incidents at the time of the incident (e.g. officer involved shootings, in-custody deaths, and personal injury related).
- h. Participate in Department authorized or City-sponsored authorized community projects and events.
- i. 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 Authorized Employees may assist bargaining unit members and management in matters related to employer/employee relations.
- j. Legislative, lobbying or political activities with the approval of the City Manager.
- k. Time spent as a witness (not in the capacity of a union representative) in response to receiving an official subpoena.
- l. In coordination with and approval of management, efforts towards positive promotional opportunities of the Department or City with the public.

3. No Gift of Public Funds:

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

- a. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager.
- b. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager.
- c. Organizing. This includes preparing and/or distributing union related materials.
- d. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.
- e. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
- f. Representation in grievance or disciplinary proceedings.

4. Consideration

Recognizing the work of the Authorized Employees as they carry out the above duties will require supervision, administrative oversight, transportation, office space, office supplies, administrative support, and liability coverage, PLEA agrees as follows:

- a. At no cost to the City, PLEA agrees that it will provide activity and progress report(s) to a representative designated by the City, each pay period.
- b. At no cost to the City, PLEA will provide and pay for all costs associated with the transportation needs of the Authorized Employees as they carry out the duties identified in this **Memorandum**. Such costs will include providing an automobile, all maintenance associated with the automobile, liability insurance, and fuel expenditures.
- c. At no cost to the City, PLEA will provide office space for the Authorized Employees as they carry out the duties outlined in this **Memorandum**.
- d. At no cost to the City, PLEA will provide the needed, as determined by PLEA, office and communications equipment and services required by the Authorized 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.
- e. At no cost to the City, PLEA will provide any needed liability coverage for the Authorized Employees, including automobile liability.

- f. At no cost to the City, PLEA will reimburse the Authorized Employees, as appropriate, for any costs incidental to the carrying out of the duties outlined by this **Memorandum**.
- g. PLEA and the three (3) Authorized Employees waive any right to premium pay enumerated in 4-1.D of this **Memorandum** when using City Business time or union donated hours.

5. Bank of Donated Leave

- a. Members of Unit 4 will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave. These slips will be processed one month after the annual additional vacation time is deposited in members' vacation banks and the second paycheck in January. This leave will be used by union officers and representatives for Union-related activities as determined by the PLEA Union President and Executive Board. Members will receive a letter informing them of their opportunity to voluntarily donate leave, in July 2014.
 - b. The total hours donated by the members of Unit 4 will be considered the maximum number of hours available for donated hours under Article 1, Section 1-3.
 - c. The maximum number of hours that may be donated by any Unit member is forty (40) hours, per fiscal year.
 - d. Only members of Unit 4 may donate hours to the PLEA bank of hours; PLEA may only accept donated hours from Unit 4 members.
 - e. No union member may use more than 40-hours of donated time during any one work week.
- C. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Chief of Police or his designee, subject to twenty-four (24) hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than two (2) Executive Officers or Board members of the Association or designated shift representatives is subject to forty-eight (48) hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.
- D. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this **Memorandum**, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment.

- E. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this **Memorandum** at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this **Memorandum**. The City assumes no liability on account of any action taken pursuant to this paragraph.
- F. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions over a three month pilot program.
- G. The City shall continue to provide existing bulletin boards for the exclusive use by the Association for communicating with its members.
- Bulletin boards shall be limited to one (1) per bureau/precinct. New or replaced bulletin boards shall be provided by the Association and shall not exceed 4' x 3' (width by height) in size, and shall be placed in a location established by the bureau/precinct commander that is readily accessible to unit members.
- H. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or his designee.
- I. The Association and the Department will jointly present a two (2) hour career survival class to newly sworn police officers. Immediately following, the Association will be allowed to talk to newly sworn police officers about the Association activities that are mutually beneficial to the City and the community. This time will be allotted during the post-academy training time of said officers at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.

- J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- K. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- L. The Association will have two (2) PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.
- M. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.

Section 1-4: Rights of Unit Members

- A. A unit member has the right to have the Association serve as his meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to his individual employment rights and obligations.
 - 1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview or interrogation. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus **prior to, during, or after the interview** to bring to the investigator's attention issues which may be violations of the **MOU** as set forth in this **Memorandum** or questions outside the scope of the N.O.I. **Prior to the conclusion of the**

meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may **not** interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview/interrogation session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.
4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will make available for review to the unit member and/or his representative any material that is being used as the basis for an allegation of misconduct. Material includes any video, audio, photographs, or documents **at the time the internal investigation is initiated, and which is specifically related to the conduct of the unit member under investigation. Material does not include audio recorded interviews of witnesses, or investigative leads captured during the investigative process. All materials will be made available to the unit member and/or his representative in the draft investigation prior to the investigative review process (IRP).** During the course of the administrative investigation the investigator will not **knowingly** misrepresent any fact or material issue to the unit member.
5. A unit member under investigation, **and the association**, will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to

be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

6. If a Professional Standards Bureau (PSB) investigation has not been completed within 180 days, the unit member may request that the PLEA grievance chair meet with the PSB Division Commander to discuss the status of the investigation.
 7. Department information regarding citizen complaint information/procedures will contain a statement forewarning the complainant that any false report in an attempt to unjustly defame police personnel or place their employment in jeopardy can result in criminal charges and or civil liability.
 8. **Establish a sub-committee with PSB, PLEA, and management to address technological improvements to improve efficiency with the transfer of finalized investigations.**
- C. A unit member has the right to present his own grievance, in person or by legal counsel.
- D. Unit members are entitled to representation if a "Not Met" PMG is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the PMG.
- E.
1. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of his choosing. When a city directed work fitness/job performance medical evaluation process is completed, the employee may request his/her medical information from the city doctor. The city agrees to give the city doctor a release to give the information to the requesting employee.
 2. No unit member shall have any adverse comments entered into his departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, he may receive a copy of the adverse comment.
 3. A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental or divisional personnel file which may be adverse in nature.
 4.
 - a. Material purged, or meeting all criteria for purging, from a unit member's division and department files and moved to a section marked "Inactive" in the Central HR Department personnel file in accordance with the below procedures or allegations about a unit member which are unfounded,

exonerated or unresolved will not be used in future performance ratings, or disciplinary actions, DRB, UFB, CSB, IRP, Grievance, or any other review board.

- b. Documents maintained by the department containing adverse comments about a unit member, regardless of the storage medium, will not be used in future disciplinary actions (meaning submitting as evidence at DRB, UFB, CSB, or any other disciplinary review board) if the unit member has not been previously made aware of the existence of the performance/conduct concerns.
5. Performance evaluations will be purged from a unit member's Human Resources Department file after no longer than ten (10) years.
6. At his request, a unit member may have material of an adverse nature which is over three (3) years old removed from all the division and department 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 three (3) year period immediately preceding the request (except Discipline Notices and Industrial Injury or Illness information). Performance Evaluations will be purged after three (3) years. At the annual employee evaluation, the unit member and his supervisor will review and purge the unit member's division file. A unit member may make an appointment with fiscal to purge their department file. In the event that documentation that is eligible for purging from division and department files is not purged, it will not be considered in future disciplinary matters. Separation Notices over five (5) years old will not be considered in any process.
7. A Supervisory Counseling is a verbal warning and if used in any disciplinary or personnel action or documented rating, the counseling must first be documented in the supervisor's notes and shall be initialed or signed by the unit member within two (2) weeks of being advised that the discipline has been issued. The effective date of the discipline for all grievance and appeal purposes will start from the date that the unit member signs the supervisor's notes.
8. Once a unit member has been disciplined, no further disciplinary action maybe imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
9. At his request, a unit member may have documents related to disciplinary actions which are over ten (10) years old removed from his division and department 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:

- a. Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and,
- b. 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,
- c. 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.

10. **"On duty" training will be approved at the Division Chief level.**

F. A unit member and his Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.

1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him. If the discipline is appealed to the CSB, no reference to the DRB discussions or deliberations shall be made by either the city or the association representative at the CSB hearing.
2. 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 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 an Association representative at either meeting.
 - a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.
3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or his representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the

employee or his representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied on a read-only computer disc if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at his discretion, appear before the Board with an Association representative of his choosing and may state his reasons why the proposed action is unjustified. The unit member and his representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.
5. The unit member may submit relevant written matter in support of his position.
6. If the unit member requests, representation will be allowed, **consistent with Article 1, Section 1-4(B)(1) of this Memorandum**, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.
 - a. At least ten (10) days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning his involvement in the matter under investigation that is made available to the UFB Board members. **Establish a sub-committee with PSB, PLEA, and management to address technological improvements to improve efficiency with the transfer of UFB documentation.**
7. If the department intends to conduct a Loudermill process, a unit member will be provided a written notice at least 5 working days prior to the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. Although subject matter experts are not permitted to attend the Loudermill, a member may provide written documentation from subject matter experts at the Loudermill. **At Loudermill Hearings, the Chief may consider written information submitted which may include written statements provided by the Unit Member's expert witness.**
8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. Unit members will also be allowed to exchange up to 40 hours of vacation or comp time in exchange for serving a suspension. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.

- G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing him of the specific nature of the investigation, his status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.
1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for his use throughout the entire course of the interview.
 2. **The unit member will be provided a copy of all the interview/interrogation in digital media format.** The unit member shall not receive additional pay for picking up or dropping off this tape.
 3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/**president or his designated representative**. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to his home), until the completion of the investigation.
 4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.
 5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB).

6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.
 7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to one (1) hour will be granted (if requested) for the employee to obtain a PLEA representative.
 8. **The unit member or the unit member's representative may make a request to the Chief, or his designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.**
- H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. A unit member attending any IRP, DRB, UFB, DAC, Grievance meeting, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations; approval will not be unreasonably withheld.
- J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have three (3) hours to consult with an Association representative.
- K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.
- L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander. **Establish a sub-committee with PSB, PLEA, and management to address technological improvements to improve efficiency with the transfer of case documents.**
- M. A unit member identified only as a witness will be given the opportunity to consult with the PLEA President or Representation Chairman to discuss their rights and obligations prior to the interview or interrogation.
- N. A unit member seeking an "at request" transfer will only have discipline of a written reprimand of a relevant nature, suspension, or demotion taken into

consideration in the determination of the transfer. For transfers only, discipline greater than three (3) years from the date of the NOI will not be considered.

- O. If a polygraph examination is required of a unit member, an Association representative may monitor the interview and examination from the monitoring room. Monitoring will include both visual and audio. A unit member will be allowed an association representative during the post exam interviews. The PSB Investigator will also have the right to be present.
- P. If an employee is not given his/her PMG by the annual review date, the employee may request his or her merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. 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.
- Q. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.
- R. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.
- S. **A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).**

Section 1-5: Prohibition of Strike and Lockouts

- A. The Association and the unit members covered by this **Memorandum** recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will

authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this **Memorandum** neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this **Memorandum**.

- C. Should any unit member during the term of this **Memorandum**, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
 - 1. Discipline up to and including discharge.
 - 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Association during the term of this **Memorandum** and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

- A. Informal Resolution

1. As a matter of good labor-management relations the parties encourage a unit member who believes that he has a bona fide grievance to discuss and attempt to resolve it with his immediate non-unit supervisor as designated by the Chief or his designee.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) 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

1. 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 his immediate non-unit supervisor within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the grievant and the grievant's representative, if any, as he deems appropriate, and shall, within fourteen (14) calendar days of having received the written grievance, submit his response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step II of the grievance procedure.

2. Step II

If the written response of the immediate non-unit supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to his Division or Bureau Commander within fourteen (14) calendar days of the grievant's receipt of the supervisor's response. The Division or Bureau Commander may investigate the grievance and may set a meeting with the grievant, the grievant's designated representative, if any, and such other personnel as he deems appropriate to consider the grievance. Within fourteen (14) calendar days of receipt of the grievance, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

3. Step III

- a. 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 Police Chief within fourteen (14) calendar days of the grievant's receipt of the Step II response.
- b. The Chief or designee shall conduct a hearing within fourteen (14) calendar days of receipt of the grievance regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. Within fourteen (14) days of the hearing, the Police Chief or his designee shall submit his response to the grievant and the grievant's representative, if any.

4. 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 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 unit member and his representative in an attempt to resolve the grievance. The Labor Relations Administrator shall then submit written recommendations for resolution to the unit member and Department Head within fourteen (14) calendar days of the meeting. If Step 3.5 is used, the Labor Relations Administrator shall not be a member of the Step IV Grievance Committee.

5. Step IV

- a. If the response of the Police Chief does not result in resolution of the grievance, the grievant may, within fourteen (14) calendar days of the Step III response, appeal the grievance by signing and completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

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

Secretary - A designee of the Labor Relations Administrator.

Member - A different City department head on a rotating schedule.

Member - PLEA President or his designee.

- b. The Grievance Committee shall schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

- c. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 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 name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
 - i. The arbitrator shall be bound by the language of this **Memorandum** and departmental rules and regulations consistent therewith in considering any issue properly before him.
 - ii. 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.
 - iii. The arbitrator shall be bound by applicable State and City law.
 - iv. The Grievance Committee or the arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.
 - v. The City Manager shall, within fourteen (14) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

D. Time Limits

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

- E. The Association may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Association by the specific terms of Article 1-3 of this **Memorandum**. The Association shall file such grievance at Step III of the Procedure. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.

- F. Employer grievances, should they occur as a result of official Association activities or actions, including the failure to act as required under the terms of this **Memorandum**, will be presented directly to the Association president or any officer of the Association within ten (10) days of the occurrence prompting the grievance. The president or his designee shall in each case provide a written answer within five (5) days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step IV herein provided the City shall pay for the costs of the arbitrator for grievances initiated by the City.
- G. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Section.

Section 2-2: Labor-Management Committee

- A. There shall be a Labor-Management Committee consisting of up to six (6) representatives of the Association and up to six (6) representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.
- B. The Committee shall meet at least quarterly at mutually scheduled times.
- C. The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- D. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of three (3) hours per unit member per meeting.
- E. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- F. The Committee will work cooperatively to review and update the shooting/critical incident protocol by August 1, 2012.

- G. Any signed/dated written Labor/Management agreements will be binding on the parties.

ARTICLE 3: Compensation/Wages

Section 3-1: Wages

- A. In year one of this agreement, the economic value of concessions to be restored will equal 1.9%. Furlough/unpaid holiday restoration is a priority, within the first 1.3% of the restoration (first pay period in July 2016). The first year of the agreement will include restoration of 36 hours of unpaid holidays per year (Art 5, Sec 5-5); restoration of the vacation buyback concession (Art 5, Sec 5-5); restoration of \$650 per member uniform allowance (Art 5, Sec 5-6); and, a 0.04% DCP increase (Art 3, Sec 3-9).

In year two of the agreement, the economic value of concessions to be restored will equal 1.0%. The second year of the agreement will include a 0.98% DCP increase (Art 3, Sec 3-9) and restoration of PEHP plan payments (\$6 per pay period per member) (Art 5, Sec 5-1A).

In year three of the agreement, the economic value of concessions to be restored will equal 1.3%. The third year of the agreement will include a 1.44% DCP increase (Art 3, Sec 3-9).

- B. If the City projects a **General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.**
- D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step ten in the pay schedule outlined in Attachment B.
- E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot **or PC12 Qualified Pilot**, shall be placed at step **one for Police Officer*Rescue Pilot, Job Code 62212**, in the pay schedule outlined in Attachment **D**.
- F. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step twelve in the pay schedule outlined in Attachment B.
- G. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step thirteen in the pay schedule outlined in Attachment B.
- H. Only unit members assigned to one of the four described Air Support assignments are eligible to be placed in levels ten through thirteen of the pay

schedule described in Attachment B.

Unit members may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step twelve shall not receive the premium pay for any other pay step the unit member may also qualify for.

- I. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.
- J. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.
- K. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

Section 3-1A: Productivity Enhancement Pay

In recognition of dedicated public service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for unit members:

A. Pay Benefit:

1. On December **19, 2016**, June **5, 2017**, December **18, 2017**, June **4, 2018**, **December 17, 2018, and (date TBD)** a unit member who has completed at least seven (7) years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive eighty (\$80) dollars, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of six (6) years, up to a semi-annual maximum of one thousand forty dollars (\$1,040), annual maximum of two thousand eighty dollars (\$2,080) at twenty (20) years.
2. On December **19, 2016**, June **5, 2017**, December **18, 2017**, June **4, 2018**, **December 17, 2018, and (date TBD)** a unit member at twenty (20) years and one day of continuous full-time service shall receive one hundred and twenty-five dollars (\$125), pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of six (6) years, up to a semi-annual maximum of two thousand dollars (\$2,000), annual maximum of four thousand dollars (\$4,000) at twenty-two (22) years or more.

B. Qualifications:

1. A unit member must have completed at least one (1) year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.
2. Effective July 1, 1999, a unit member must have completed seven (7) years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the seven (7) year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.
5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

1. The City will make adjustments to an employee's Productivity Enhancement payment within thirty (30) days of the qualifying date.

Section 3-1B: Career Enhancement Pay

Effective July 14, 2008, Career Enhancement Pay (CEP) will be paid to qualified unit members at the levels fixed below:

1. CEP Level 1 pay shall be \$1,903.20 per year (\$73.20 per pay period).
2. CEP Level 2 pay shall be \$3,806.40 per year (\$146.40 per pay period).
3. CEP Level 3 pay shall be \$5,709.60 per year (\$219.60 per pay period).
4. CEP Level 4 pay shall be \$7,612.80 per year (\$292.80 per pay period).

Section 3-1C: Training Pay

- A. Field Training Officers (FTOs) and other unit members whom the department selects to conduct department-approved officer field training; will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized field training position.
- B. Any unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% training pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
 - 1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.
 - 2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
 - 3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.

Section 3-1D: Compensation for Interpreting and Translation by Sworn Police Officers

- A. Purpose
 - 1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.
 - 2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.
- B. Payment Authorization

Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

C. Performance Activities Approved for Special Compensation

1. Verbal interpretation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
2. Written translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
3. Signing interpretation and translation, in excess of seven (7) consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

D. Compensation

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of \$10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-7, 3 of this **Memorandum** and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

E. Supervisory Authorization

Authorization must be provided by a sworn police supervisor in each case. Written notification which includes a listing of the specific time periods for which the premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

Section 3-2: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty (40) hour work week or eight (8) hour work shift, or ten (10) hour work shift if a four (4) day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.

- B. Overtime shall be worked and shall be allowed if assigned by the Chief of Police or his designees.
- C. Overtime work will be compensated in either cash or compensation time at one and one-half (1-1/2) times the regular rate of pay after the first seven (7) minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of two hundred fifty (250) hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. For purposes of accumulating compensatory time, the department will provide overtime request slips which will include a check box indicating payment or compensatory time. The unit member shall check either box to reflect his wishes. If a unit member submits overtime requests that are in excess of two hundred fifty (250) hours, he will be paid the difference. Effective July 13, 2009, a unit member may hold or request to be paid for up to two hundred (200) hours of comp time.
- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.
- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.
- G. At the direction of the immediate non-unit supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-2 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-2B, but shall be compensated at a minimum of one (1) hour at time and one-half (1-1/2). No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.
- H. After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of one-half (1/2) hour, but in no event shall a unit member be entitled to more than one such meal break for every eight (8) consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second one-half (1/2) hour paid meal

break, he shall have worked on an overtime basis for a minimum of four (4) hours beyond the end of his regularly scheduled ten (10) hour work shift.

- I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional thirty (30) minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first thirty (30) minutes of the meal period.
- J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of fifteen (15) minutes at time and one-half his regular rate of pay when any combination of calls equals seven (7) minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest one-quarter (1/4) hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a seven (7) calendar day period, as the squad he was on when the injury/illness occurred. After the seven (7) days, he may be reassigned to new duty hours and/or N-days.
- L. A unit member who scheduled a leave day thirty (30) calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-2A and/or Section 3-2B, in addition to the leave day.
- M. A unit member who scheduled a leave day but failed to do so within thirty (30) calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-2A. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

Section 3-2A: Court Time Overtime

- A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-2B of this **Memorandum**.
 - 1. Court time overtime shall be continuous time compensated consistent with Section 3-2, subsection C.
 - 2. Effective July 1, 1998, no cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.

- B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the **MOU**, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than twelve (12) hours in advance of the scheduled appearance time that he need not appear, the unit member will receive two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay.

Section 3-2B: Call-Out Pay

- A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-2, subsection C, provided, however, the unit member shall not be eligible for the three (3) hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of three (3) hours pay at time and one-half the unit member's base pay calculated to the nearest quarter (1/4) hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified. The compensation will continue up to thirty (30) minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

- C. A unit member beginning an overtime period within three (3) hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.

- D. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen (15) minutes) will be compensated for actual time spent in accordance with Section 3-2, subsection C.

Section 3-3: Out-of-Rank Pay

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher rank within any twelve (12) month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the tenth (10th) shift in the supervisory classification will be subject to the higher rate of pay.
- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than one (1) full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

Section 3-4: Sick Leave Conversion at Retirement

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.
2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.
3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A unit member who has accumulated a minimum of nine hundred (900) 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 thirty-five percent (35%) of his base hourly wage for all hours in excess of four hundred and fifty (450) hours; or
2. A unit member who has accumulated a minimum of one thousand two hundred eighty six (1286) 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 sixty percent (60%) of his base hourly for all hours in excess of three hundred eighty six (386) hours.
3. Commencing July 1, 1998, a unit member who has accumulated a minimum of one thousand seven hundred and fourteen (1714) 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 sixty percent (60%) of his base hourly wage for all hours.
4. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have one hundred fifty (150) hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit three (3) times in their career, and not more than one (1) time in a fiscal year. **Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.**
5. The payments described in numbers 1 through 4 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.
2. The unit member shall verify in writing the computations of the Employee Benefits Division.
3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

Section 3-4A: Sick Leave Payout

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

Section 3-5: Night Shift Differential/Weekend Shift Differential

- A. A unit member shall receive sixty cents (\$.60) per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.
- B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.
- C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.
- D. A unit member shall receive twenty-five cents (\$.25) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.
 1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
 2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-6: Stand-By Pay

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that he is not otherwise on duty and the unit member complies with departmental regulations incident thereto, he shall be compensated as follows: \$60.00 on the unit member's non-work day and \$40.00 on a work day.
- B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained in, but not be limited to, the following details: Traffic Investigators Unit (TIU), Bomb, Canine, DRE, MAC Van, SAU, Sex Crimes, Homicide Detail, Assaults Unit, Special Projects Unit, Critical Incident Stress Debriefing (C.I.S.D.) Team, Documents Crimes Unit (DCU), and the Family Investigation Bureau (F.I.B.).

Section 3-6A: Court Time Standby Pay

- A. When a unit member receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he was not notified twelve (12) hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of two (2) hours of pay at one and one-half (1-1/2) times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional one (1) hour of pay at one and one-half (1-1/2) times his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival at the duty location. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party sixteen (16) hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this **Memorandum**, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.

- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the **MOU**, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

Section 3-7: Off-Duty Employment

- A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate non-unit supervisor.
- B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this **Memorandum**, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.
- C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's performance is adversely affected.
- D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

Section 3-8: Jury Duty

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

Section 3-9: Deferred Compensation and Defined Contribution Plans

- A. Prior to the start of this agreement, the City was contributing 0.1% of each unit member's monthly gross wages to the City's 401(a) Defined Contribution Plan (DCP). The City will increase the DCP percentage as follows: 0.04% in 2016-17 (for a total of 0.14%); 0.98% in 2017-18 (for a total of 1.12%); and 1.44% in 2018-19 (for a total of 2.56%).

- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.
- C. Discuss alternatives to the Union's participation in the City's Deferred Compensation Plans.
- D. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

Section 3-10: Non-Direct Payment of Compensation or Benefits

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

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

- A. The regular duty hours for a unit member shall be five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day work week. These five (5) consecutive shifts will be preceded and followed by two (2) "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The eight (8) duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes. When work demands permit, with a supervisor's approval, a unit member may combine this thirty (30) minute meal period with one of his fifteen (15) minute rest periods described under Subsection D of this Article to achieve a forty-five (45) minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written

notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.

- B. If a ten (10) hour, four (4) day work week is implemented; the regular duty hours for an affected unit member shall be four (4) consecutive shifts of ten (10) hours in a seven (7) calendar day work week. These four (4) consecutive shifts will be preceded and followed by three (3) "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The ten (10) duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his "N" days or hours will be changed. If this seven (7) day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a seven (7) day notice period.
- C. All unit four members assigned to patrol squads with beat responsibility only will work the work schedule defined in subsection B of this section (4/10's) through June 30, 2019.
- D. If the regular duty schedule for a unit member has **any of their normal "N" days changed, the unit member is entitled to premium pay for each "N" that was changed.**

"Premium Pay" is defined as follows:

- **An additional rate of pay for each changed N-day.**
- **For a unit member assigned to a 5/8's schedule:**
 - **One "N" day change: 4 hours at their regular rate of pay.**
 - **Two "N" days changed: 20 hours at their regular rate of pay.**
- **For a unit member assigned to a 4/10's schedule:**
 - **One "N" day change: 5 hours at their regular rate of pay.**
 - **Two "N" days changed: 10 hours at their regular rate of pay.**
 - **Three "N" days changed: 20 hours at their regular rate of pay.**

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

- E. When used in the context of this Article, "Operational Needs" will be defined as: Service demands or other required actions performed to accomplish the mission

of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.

- F. In addition to all duties as assigned by the Chief of Police or his designees, work hours shall continue to include two (2) fifteen (15) minute rest periods as work demands allow.
- G. There shall be a minimum of fifteen (15) hours off between shifts, thirteen (13) hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described fifteen (15) hour period, thirteen (13) hour period for a unit member working a 4/10 schedule. A unit member assigned to the DEB, OCB, GIB, CRB, NRB or SRB may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.
- H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated non-unit supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.
- I. A unit member may return to his work station ten (10) minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed four (4) hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.

Section 4-2: Seniority

- A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

- A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.
- B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.
- C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued.

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

- D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.
- 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 5-1A: Retiree Health Insurance

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.

- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

For the term of this **Memorandum**, the Employer shall contribute for each unit member the amount of \$6.00 (six) dollars per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

Section 5-2: Dental Insurance

- A. Commencing August 1, 1994, the City shall pay the full premium costs for single coverage and seventy-five percent (75%) of the premium costs for family coverage for a City dental plan.
- B. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Effective August 1, 2002 and August 1, 2003, if there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family coverage.

Section 5-3: Life Insurance

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at fifteen thousand dollars (\$15,000). The City will continue the current policy for death in the line of duty at one hundred thousand dollars (\$100,000.00).

- B. Effective August 1, 2001, the City will increase the thirty-five thousand dollar (\$35,000.00) line of duty life and dismemberment insurance coverage to each unit member to one hundred thousand dollars (\$100,000.00).
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

Section 5-4: Long-Term Disability Insurance

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the **MOU**). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. 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.
- B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

Section 5-5: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-2, Overtime.

- A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) excluding overtime pay.
- B. A unit member who is not scheduled to work on a designated holiday will still be compensated for eight (8) hours pay or compensatory time for each holiday.
- C. Paid holidays shall include:

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Caesar Chavez Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Leave Days* & **

* After six (6) months of continuous service.

** Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

- D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:
1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid eight (8) hours of holiday pay.
 2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for eight (8) hours of holiday pay. The additional two (2) hours necessary to receive ten (10) hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only eight (8) hours of pay. Alternatively, the unit member may work for two (2) hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to eight (8) hours, excluding overtime pay.
- E. A unit member will continue to receive holiday pay while on industrial leave.
- F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.

- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time fifty-two (52) weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
1. Through 5 years of service 8 hrs. per month
 2. 6th through 10th year of service 10 hrs. per month
 3. 11th through 15th year of service 11 hrs. per month
 4. 16th through 20th year of service 13 hrs. per month
 5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have one hundred fifty (150) hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit four (4) times in their career, and not more than one (1) time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. **Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.**

Additionally, eighty (80) hours of vacation time can be accumulated above the maximum vacation carryover into the last three (3) years of service. These hours must be used as paid time off prior to retirement.

- J. Vacation accrual, carryover and compensation at separation is as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5 th	8	192	240
6 th - 10 th	10	240	300
11 th - 15 th	11	264	330
16 th - 20 th	13**	312	390
21 st +	15**	360	450

** In the last three years of service an additional 80 hours may be carried over into a new calendar year.

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within five (5) years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to 40 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.
- M. On the second paycheck in August **2016**, the second paycheck in August **2017**, **and the second paycheck in August 2018**, every unit member will receive 7 hours of vacation time, in addition to their annual accruals, added to their vacation leave.
- N. During the next twelve months, the Union will participate in Labor-Management efforts to discuss options for a Paid Time Off Program.

Section 5-5A: Out-of-State Vacation Recall

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Chief of Police, or designee, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

Section 5-6: Uniform, Clothing and Equipment Allowance

- A. Department-issued equipment, as follows:
 - 1. The Police Department will furnish to each unit member entering the department the following:
 - 1 Uniform Belt
 - 1 Handcuff Case
 - 1 Holster
 - 1 Helmet
 - 1 Cartridge Case
 - 1 Service Weapon
 - 1 Mace Holder
 - 1 Mace Canister
 - 1 Pair of Handcuffs and Key
 - 1 Uniform Breast Badge
 - 1 Flat Badge with Case
 - 1 (pair) Puncture resistant gloves

The department also agrees to provide spit masks on a continuous basis.

2. Pilot's equipment list as follows:

The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

- 2 Nomax (or equivalent in quality) Flight Suits
- 1 Flight Helmet
- 1 Nomax Gloves (pair)
- 1 Standard Headset
- 1 Custom Ear Protectors (ear molds) (pair)

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.

B. A unit member will receive one thousand one hundred and fifty dollars (\$1,150) clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.

C. A new unit member will receive an initial fiscal year uniform allowance equal to one-twelfth (1/12) of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first sixty (60) days of employment.

D. A unit member who leaves City 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 separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 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.

F. 1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	\$320
SAU (Tactical)	\$320
Air Patrol	\$320
Solo Motor	\$320
SCUBA Team	\$320
TRU	\$320
Detectives*	\$320
Bike Officers**	\$320
Honor Guard	\$320

* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

** Bicycles will be furnished by the City

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each fiscal year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	\$320
SAU (Tactical)	\$320
Air Patrol	\$320
Solo Motor	\$320
SCUBA Team	\$320
Detectives	\$320
TRU	\$320
Bike Officers	\$320
Honor Guard	\$320

The provisions of Subsection D of this Section shall apply to this Subsection.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, eight hundred dollars (\$800).
2. Upon replacement of his ballistic vest, a unit member shall be entitled to the above eight hundred dollar (\$800) reimbursement every five (5) years.

H.

1. The City agrees to reimburse a unit member for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the unit member, other than normal wear and tear in

accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	\$203
Business Dress	\$54
Sport Coat	\$120
Dress Shirt	\$22
Dress Trousers	\$42
Dress Skirt	\$35
All Shoes	\$52
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	\$100
Glasses - prescription	\$165
Sunglasses -non-prescription	\$20
Watches	\$62
Jewelry	\$53
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	\$90
Ballistic Vest	ALL
Service Weapon and (up to cost of City weapon) authorized attached accessories	

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
 3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
 4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.
- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
 - J. Upon duty related retirement, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all three (3) duty magazines, for one dollar (\$1.00). If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult

survivor may elect to receive these items, except for the flat badge and case, for one dollar (\$1.00) which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

- K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:
1. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years, at retirement the unit member may purchase his dog for one dollar (\$1.00).
 2. If both the police dog and the unit member have been in the Canine Detail in excess of five (5) years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.

Section 5-7: Reimbursement for Education Expenses

- A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
1. **For the 2016-2019 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across that two-year period.**
 2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Chief of Police and the Human Resources Director as provided in existing regulations.
 3. Unit members shall be allowed to use up to \$500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-8: Leave of Absence

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to ten (10) hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

Section 5-9: Workers' Compensation

- A. Employees 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. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A. If any Article or Section of this **Memorandum** should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this **Memorandum** shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this **Memorandum of Understanding (MOU)** and that this **MOU** shall be administered in compliance with the Act for so long as the Act is applicable.
- C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this **Memorandum of Understanding (MOU)** and that this **MOU** shall be administered in compliance with the Act for so long as the Act is applicable.
- D. 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 PLEA will meet and confer on any modifications to Article 1, Section 1-3 and/or Article 5, Section 5-5.

Section 6-2: Copies of Memorandum

Within sixty (60) days from the date that this **Memorandum is adopted** by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding

- A. It is intended by the parties hereto that the provisions of this **Memorandum** shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Chief of Police, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B. The Association recognizes the powers, duties and responsibilities of the Chief of Police as set forth in the Charter and Ordinances and that pursuant thereto the Chief of Police has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this **Memorandum**.
- C. The lawful provisions of this **Memorandum** are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Chief of Police, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum

- A. Within sixty (60) days from the date **this Memorandum is adopted** by the City Council, the Department shall print copies of those Department and Operations Orders reflecting changes pursuant to this **Memorandum**. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible. Prior to the printing of the described changes, the Chief of Police or his representative shall review such changes with

a representative of the Association to insure that such changes are consistent with the specific express terms of the **Memorandum**.

- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

Section 6-5: Physical Fitness

- A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

To assist a unit member in this respect, the City agrees to provide and maintain an exercise machine for each precinct station, Deer Valley, Resource Bureaus, 620 West Washington facilities, and at the Training Academy.

- B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. The Association will participate on a Police Department Wellness Committee to develop and implement wellness initiatives. Final approval of such initiatives rests with the Police Chief.
- E. **Precinct personnel are allowed to work out on their "Code 7" at precincts (approved facility) (must remain in workpants/boots).**

- **Must adhere to Operations Order 4.1 (Meals and Breaks)**
- **Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator**
- **Adhere to Operations Order 3.7 (Industrial Injuries)**
- **Activity is limited to Strength Training/Cardio Training**
- **Not during overtime shifts**
- **The Department Fitness Coordinator will be available as a resource**

Program viability will be reviewed annually by the Police Chief.

Section 6-6: Term and Effect of Memorandum

- A. This **Memorandum** shall remain in full force and effect beginning with the first regular pay period commencing in July **2016**, up to the beginning of the first regular pay period commencing in July 2019.

- B. Except as expressly provided in this **Memorandum**, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.
- C. The provisions of this **Memorandum** shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D. This **Memorandum** constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands this ____ of May, 2016

Will Buividas, Chief Negotiator, Phoenix Law Enforcement Association (PLEA)

Ed Zuercher, City Manager, City of Phoenix

Cindy Bezaury, Assistant Human Resources Director/Labor Relations Administrator,
City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED AS TO FORM:

Acting City Attorney, City of Phoenix

PLEA Team:

Will Buividas, Chief Negotiator
Tim Baiardi
William Galus
Jerry Gannon
Michael London
Becky Maldonado
Toby Sexton
Frank Smith
Kevin Smith

City of Phoenix Team:

Cindy Bezaury, Labor Relations Administrator
Larry Lockley, HR Supervisor
Geary Brasy, Commander
Greg Carnicle, Commander
Michael Kurtenbach, Assistant Chief
Donna Love, HR Officer
Natalie Soto, HR Analyst
Christopher Tucker, Commander

ADDENDUM

Portions of the following Article 1, Section 1-3 Rights of the Association are 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, the following modifications were made to Article 1, Section 1-3:

- Refer to section 1-3 for information on **City Business Time, approved activities, prohibited activities, and union business time**
- **Only the bolded sections of this addendum are in effect pending a decision from the courts.**

ARTICLE 1, Section 1-3 Rights of the Association

Section 1-3: Rights of Association

A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in Attachment A.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

B. Union Release:

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated six full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions

a. The six (6) full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These six (6) full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.

b. The six (6) full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).

c. The six (6) full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

2. Association Representatives

The Association may designate up to forty-two (42) (as of July 1, 2012) representatives and shall notify the Chief of Police and Labor Relations Administrator in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.

b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to one (1) additional representative per bureau and up to three (3) additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:

a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.

b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.

c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. **A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.**

Approval for use of paid release time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, Association representatives and members of the Executive Board shall give at least twenty-four (24) hours written notice in advance.

In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The number of hours used in excess of the bank at the end of the contract term will be deducted from the bank at the start of the first year of the following contract. Unused hours will be carried over into the first year of the next contract to a maximum total bank of 2,789.

C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Chief of Police or his designee, subject to twenty-four (24) hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than two (2) Executive Officers or Board members of the Association or designated shift representatives is subject to forty-eight (48) hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.

E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment.

F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions over a three month pilot program.

H. The City shall continue to provide existing bulletin boards for the exclusive use by the Association for communicating with its members. Bulletin boards shall be limited to one (1) per bureau/precinct. New or replaced bulletin boards shall be provided by the Association and shall not exceed 4' x 3' (width by height) in size, and shall be placed in a location established by the bureau/precinct commander that is readily accessible to unit members.

I. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or his designee.

J. The Association and the Department will jointly present a two (2) hour career survival class to newly sworn police officers. Immediately following, the Association will be allowed one (1) hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted during the post-academy training time of said officers at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.

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

L. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.

M. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.

N. The Association will have two (2) PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.

O. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.

P. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management.

Q. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor – Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a nine hundred sixty (960) hour bank of compensation for use by the full-time release positions each MOU year. (This is a reduction from the 2010 – 2012 MOU).

ATTACHMENT A

POLICE OFFICERS UNIT

Sworn police officers below the rank of Sergeant, including assignments, but excluding all other classes and positions, including Law Specialist, Sergeants, Lieutenants, Captains, Majors, Assistant Police Chiefs, Police Chief, and all non-sworn Police Department employees.

DRAFT

ATTACHMENT B

DRUG TESTING

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this **Memorandum** as Attachment **B**.

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ATTACHMENT C

RETIREE HEALTH CONTRIBUTION

City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)*

Retiree only not on Medicare	\$150.00
Retiree & family not on Medicare	\$260.00
Retiree only on Medicare	\$100.00
Retiree - one with Medicare	\$215.00
Retiree - all on Medicare	\$170.00

*Rates shown are for the 2012 calendar year. For current rates, see <http://www.psprs.com/>

ATTACHMENT D

Unit 4 – Police Officers WAGES Effective July 7, 2014

(No wage changes went into effect for the 2016-2019 MOU)

Pay Ordinance S-40940 is the governing document for the information provided below. Per Pay Ordinance S-40940, the compensation amounts noted below are effective on and after July 7, 2014.

Police Officer, Job Code 62210

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	22.23	1,778.40	46,238
2	23.40	1,872.00	48,672
3	24.75	1,980.00	51,480
4	26.19	2,095.20	54,475
5	27.74	2,219.20	57,699
6	29.34	2,347.20	61,027
7	31.01	2,480.80	64,501
8	33.47	2,677.60	69,618
9	34.82	2,785.60	72,426

Police Officer*Pilot, Job Code 62211

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	36.13	2,890.40	75,150

Police Officer*Rescue Pilot, Job Code 62212

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	37.48	2,998.40	77,958

Police Officer*Flight Instr, Job Code 62213

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	38.88	3,110.40	80,870

Police Officer*Chief Pilot, Job Code 62214

STEP	HOURLY	BI-WEEKLY	ANNUAL
1	40.31	3,224.80	83,845

ITEM 6

CITYWIDE

**RESOLUTION 21442 -
PUBLIC COMMENT AND
APPROVAL OF THE MOU
BETWEEN THE CITY OF
PHOENIX AND IAFF, LOCAL
493 (UNIT 5)**

Request for the City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5), and for City Council consideration of a resolution approving the proposed MOU.

The City of Phoenix has met and conferred with the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. As required by Section 2-218(G) of the Meet and Confer Ordinance, following its ratification by the employee organization a copy of the proposed MOU has been filed with the City Clerk. The Code further requires that "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the memorandum of understanding prior to the Council acting thereon."

Following public comments on the proposed MOU, the City Council is requested to take action on a resolution approving the proposed MOU.

CITY COUNCIL REPORT

POLICY AGENDA

TO: Milton Dohoney, Jr. AGENDA DATE: May 17, 2016
Assistant City Manager

THRU: Blair Johnson ITEM: 6
Human Resources Director

FROM: Cindy Bezaury
Labor Relations Administrator

SUBJECT: BACKUP INFORMATION ON RESOLUTION APPROVING PHOENIX FIRE
FIGHTERS ASSOCIATION, IAFF LOCAL 493 (UNIT 5) MOU

This report is submitted as back-up information to Item 6 on the Policy City Council agenda of May 17, 2016, 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 Assistant 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 \(Unit 5\).](#)

DRAFT

MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS ASSOCIATION

LOCAL 493

2016 - 2019

**(To be Updated)
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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 lawful 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. Activities not eligible for City Business Time

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

G. Requests for City Business Time

1. A union member who wishes to use City Business time must submit a written

request (*e-mail will suffice*) as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

H. Union Representatives

1. The Union may designate 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 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 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)
- 1- Representative chosen by Local 493 President
- 1- 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. **In year one of the agreement, the economic value of concessions to be restored will equal 1.9%. Furlough restoration is a priority, within the first 1.3% of the restoration (first pay period in July 2016). The first year of the agreement will include restoration of furloughs (24 hours for 56 hour employees and 16 hours for 40 hour employees); restoration of the City's contribution to the Employee Benefit Trust of \$35 per member per month (Art 5, Sec 5-10); restoration of 0.65% in wages; and an additional wage increase of 0.44%.**
- B. **In year two of the agreement, the economic value of concessions to be restored will equal 1.0% (first pay period in July 2017). The second year of the agreement will include an additional wage increase of 1.12%.**
- C. **In year three of the agreement, the economic value of concessions to be restored will equal 1.3% (first pay period in July 2018). The third year of the agreement will include an additional wage increase of 1.47%.**
- D. **If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to the City Council in February 2018, the parties will Meet and Confer in February 2018.**

- 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 **(TBD)** 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.
- 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 **(TBD)** per month assignment pay.
- 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 sign up process. No employee shall receive these days in addition to the full amount of Tobin days.
- K. **The Fire Department's 21-day pay schedule normally begins on A-Shift Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule. Following is an example schedule that was utilized during the 2016 leap year:**
- **Friday, January 29, 2016 (A-Shift Worked)**
 - **Saturday, January 30, 2016 (B-Shift Worked)**
 - **Saturday, January 31, 2016 (C-Shift Worked)**
 - **Monday, February 1, 2016 (A-Shift normally scheduled; however, A-Shift was converted to B-Shift to coincide with 21-day pay schedule)**
 - **Tuesday, February 2, 2016 (C-Shift worked to begin regular A, B, C schedule)**
 - **Wednesday, February 3, 2016 (A-Shift worked) and 24 hour shifts continue on as normal until next 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 **day of the first day of the first** pay period in **June** and the **first day of the first** 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.
- 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. 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. Effective July 1, 2014, and thereafter, an employee who has accrued 1286 hours or more of unused sick leave may elect to have 168 hours for a 56 hour unit member, or 120 hours for a 40 hour unit member paid out in a lump sum. Any unit member may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. **Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.**
5. The payments described in numbers 1 through 4 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or

agency as the City may designate, shall determine the employee's eligibility and the amount of accrued and unused sick leave to be compensated.

2. The employee shall verify in writing the computation of the Employee Benefits Division.
3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

Section 3-5. Deferred Compensation and Defined Contribution Plans

- A. The City shall contribute an amount equal to **4.42%** of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the City and the employee on the contributions.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

Section 3-6. 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 **forty-five (45)** such exchanges per employee in a contract year. Shift exchanges shall not qualify an employee for premium overtime payment. **All employees seeking shift exchanges (AWRs) must be current with all certifications and required training before being approved for the exchange.** All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

Section 4-3. Filling Vacancies

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

Article 5. Benefits

Section 5-1. Health Insurance

- A. The City and Union agree to maintain the current 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:

RETIREE COVERAGE – RETIREE NOT ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$105	\$325	\$210
RETIREE COVERAGE – RETIREE ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$90	\$195	\$185

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.

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, Vacations, and Donated Vacation Leave

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 Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit

member. 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 120 hours of donated time during any one pay period.
 6. Donated time does count towards hours worked for overtime purposes.
 7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members 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.
- F. Effective July 1, 2014, and thereafter, an employee who has accrued 312 hours or more of vacation may elect to have 252 hours of vacation for a 56 hour unit member or 180 hours of vacation for a 40 hour unit member paid out in a lump sum or converted into their comp bank. Any unit member may only elect to exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. **Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.**
- G. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all of their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 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.
- I. On the second paycheck in July **2016**, the second paycheck in July **2017**, and the

second paycheck in July 2018, every unit member will receive eight and one-half (8.5) hours of vacation time, in addition to their other accruals, added to their vacation leave.

Section 5-6. Uniforms

- A. **In lieu of the one hundred and thirty-five dollars (\$135.00) per employee per year amount which was previously paid by the City to the Fire Department for additional uniform items, employees will now receive an equivalent annual uniform allowance amount of one hundred and twenty-nine dollars and seventy-five cents (\$129.75). Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.**
- B. New employees will receive the entire annual uniform allowance within 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.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- **3 long sleeve red shirts**
- **3 short sleeve red shirts**
(Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- **3 pair of blue fatigue pants**
- **5 blue physical training (PT) shorts**
- **1 pair of blue sweatpants**
- **1 red sweatshirt (seasonally dependent)**
- **1 belt**
- **1 pair of OSHA/ANSI approved work boots; and,**
- **All necessary PPE's required to participate in Fire Academy functions.**

Effective the second year of the MOU (FY 2017-18), the Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- **1 approved Class A dress jacket complete with patches and full fitment**
- **1 approved Class A dress shirt complete with patches and full fitment**
- **1 pair of approved Class A dress pants**

- 1 approved Class A dress hat
- 1 approved Class A dress tie
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a "one time only" purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have not already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new uniform language outlined above.

- C. Employees who leave Department employment shall repay to the City the uniform allowance equal to 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. **Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. Each year of**

this agreement, the Chief Financial Officers will direct \$25,000 to the non-profit association, which has been charged to the total compensation of the Unit 5 economic package, to support the work and related expenses of maintaining the Honor Guard.

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.

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 provide greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. **Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).**

Section 5-10. Employee Benefit Trust Fund

- A. Effective July 2007, the City will contribute **thirty-five** dollars (**\$35.00**) per employee, per **month (\$16.154 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.
- 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 2016, up to the beginning of the first regular pay period commencing in July 2019.
- 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. **Throughout the term of this Memorandum, the City and the union may jointly decide to participate in**

Labor-Management meetings to discuss items of mutual interest on an as-needed basis.

- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council or the City Manager.

IN WITNESS WHEREOF, the parties have set their hands this
_____ of _____, 2016

Steve Beuerlein, President, Phoenix Fire Fighters Association Local 493

Cindy Bezaury, Assistant Human Resources Director/Labor Relations Administrator,
City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED AS TO FORM:

Acting City Attorney, City of Phoenix

Local 493 Team:

Steve Beuerlein, President
Ed Beuerlein
Mike Brannan
PJ Dean
Tim Hill
Ben Lindquist
Rick Loete
Ray Maione
Brian Moore
Neil Rayes
Sam Pullano
Bryan Willingham

City of Phoenix Team:

Cindy Bezaury, Assistant HR Director/LR Admin
Mark Angle, Executive Assistant Fire Battalion Chief
Daniel Seville, Assistant Fire Battalion Chief
Ken Leake, Deputy Fire Battalion Chief
Mike Ong, Deputy Fire Battalion Chief
Tiana Roberts, Management Assistant II (HR)
Tobin Daily, Fire HR Officer

APRIL 13, 2014, PROPOSED UNIT 5 ADDENDUM

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 lobbyist 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.

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ATTACHMENT "A"
HOURLY AND MONTHLY PAY RATES*
Effective July 7, 2014
(To be updated for 2016-2019)

<u>FIRE FIGHTER</u>	STEP	HOURLY RATE	MONTHLY RATE**
Assigned As A Recruit.....			\$3,859
Upon Graduation from Academy.....	1	\$15.904	\$3,859
6 Months After Graduation from Academy.....	2	\$16.301	\$3,956
1 ½ Years After Graduation from Academy.....	3	\$17.027	\$4,132
2 ½ Years After Graduation from Academy.....	4	\$17.554	\$4,260
3 ½ Years After Graduation from Academy.....	5	\$18.407	\$4,467
4 ½ Years After Graduation from Academy.....	6	\$19.396	\$4,707
5 ½ Years After Graduation from Academy.....	7	\$20.364	\$4,942
6 ½ Years After Graduation from Academy.....	8	\$21.417	\$5,197
7½ Years After Graduation from Academy.....	9	\$22.504	\$5,461
<u>FIRE FIGHTER PARAMEDIC</u>			
Fire Fighter upon assignment as a Paramedic.....	21	\$20.364	\$4,942
Fire Fighter Paramedic after one year.....	22	\$21.417	\$5,197
Fire Fighter Paramedic after two years.....	23	\$22.536	\$5,469
Fire Fighter Paramedic after three years.....	24	\$23.606	\$5,728
Fire Fighter Paramedic after four years.....	25	\$24.801	\$6,018

ATTACHMENT "A"
HOURLY AND MONTHLY PAY RATES*
Effective July 7, 2014
(To be updated for 2016-2019)

ENGINEER

Engineer upon promotion.....	1	\$22.403	\$5,436
Engineer six months after promotion.....	2	\$23.572	\$5,720
Engineer one and ½ years after promotion.....	3	\$24.691	\$5,992

ENGINEER PARAMEDIC

Engineer upon promotion.....	21	\$25.659	\$6,227
Engineer one year after promotion.....	22	\$26.778	\$6,498

CAPTAIN

Captain upon promotion.....	8	\$24.808	\$6,020
Captain after 1 year.....	9	\$26.047	\$6,321
Captain after 2 years.....	10	\$27.245	\$6,611

CAPTAIN PARAMEDIC

Captain upon promotion.....	21	\$26.894	\$6,526
Captain after 1 year.....	22	\$28.133	\$6,827
Captain after 2 years.....	23	\$29.332	\$7,118

*The hourly and monthly pay rates noted above are based on a 56-hour schedule.

**The monthly rates noted above are estimates and 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.

**ATTACHMENT “B”
VACATION CARRYOVER**

For 2016-19 vacation carryover will be the established maximum plus 240 hours (or the 56 hour equivalent). If vacation buyback is **reinstated in future years**, vacation carryover will be the established maximum plus 160 hours (or the 56 hour equivalent).

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