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ADDITIONAL INFORMATION SUBMITTED TUESDAY, MAY 6, 2014

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Response to Council Member Requests for Information



## City of Phoenix

To: Mayor and City Council

Date: May 5, 2014

From: Ginger Spencer   
Special Assistant to the City Manager

Subject: FORMAL AND SPECIAL AGENDAS OF MAY 7, 2014

### BACKUP INFORMATION TO THE FORMAL MEETING

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

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### BACKUP INFORMATION TO THE SPECIAL MEETING

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

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

### ADDITIONAL INFORMATION

Information on Labor Contracts - Unit 3

Information on Labor Contracts - Unit 5

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## City of Phoenix

**To:** Paul Blue  
Deputy City Manager

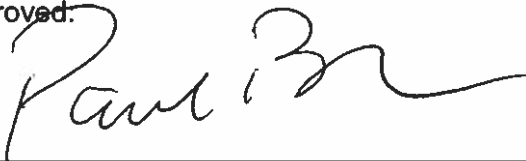
**Date:** May 2, 2014

**From:** Hank Marshall   
Acting Community and Economic Development Director

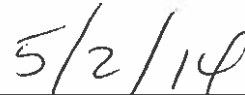
**Subject:** REQUEST TO WITHDRAW ITEM 28, ORDINANCE S-40791 –  
PROFESSIONAL BUILDING REDEVELOPMENT – HOTEL MONROE,  
FROM THE MAY 7, 2014 CITY COUNCIL FORMAL AGENDA

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

Approved:

A handwritten signature in black ink, appearing to read "Paul Blue".

Paul Blue, Deputy City Manager

A handwritten date "5/2/14" in black ink.

Date

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**CITY COUNCIL REPORT**

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**SPECIAL AGENDA**

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TO: Ed Zuercher  
City Manager

AGENDA DATE: May 7, 2014

THRU: Lionel D. Lyons  
Human Resources Director

ITEM: S-2 PAGE: 99

FROM: Cindy Bezaury  
Labor Relations Administrator

SUBJECT: RESOLUTION 21224 APPROVING THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME 2960  
(UNIT 3) MOU

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

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

Attachment:

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

MEMORANDUM OF UNDERSTANDING

**2014 - 2016**

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

LOCAL 2960 AFL-CIO

COVERING UNIT III

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DRAFT



## PREAMBLE

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

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

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

NOW, THEREFORE, the City of Phoenix, hereinafter referred to as the "City" and Local 2960, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," having reached this complete agreement concerning wages, hours, and other terms and conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

# **ARTICLE 1: Rights**

## **Section 1-1: Purpose/Gender**

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

### **A. Recognition**

The City recognizes the Union as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all regular full time and regular part time employees in positions constituting Unit III, as certified May 22, 1978, or as may be modified by the Phoenix Employment Relations Board (PERB).

If a court of competent jurisdiction (defined as Arizona Supreme Court or U. S. Supreme Court) determines that "fair share" does not violate Arizona State Law, then the Union and the City of Phoenix shall open up the contract to bargain in good faith on this issue.

If any conflict exists between the language in an A.R. or employment/ department rule and the language of the negotiated M.O.U., the M.O.U. shall prevail.

## **Section 1-2: City and Department Rights**

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum of Understanding, and such decision making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this Memorandum of Understanding to direct its employees, to take disciplinary action for just cause, to terminate or reassign its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's

services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Nothing herein shall preclude the City from being in compliance with the Americans with Disabilities Act.

## **Section 1-3: Union Rights**

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

### **B. Mutual Benefit Activity Clause**

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

### **C. Reporting and Accountability of Authorized City Business Time**

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

### **D. Bank of Donated Leave**

**1. Only AFSCME Local 2960 unit members will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave two times each fiscal year to be used by union officers and representatives for Union-related activities as determined by the AFSCME Local 2960 Union President and Executive Board. Members will receive a letter informing them of their opportunity to voluntarily donate leave, following approval of the MOU.**

2. The total hours donated by the members of AFSCME Local 2960 will be considered the maximum number of hours available for donated hours under Article 1, Section 1-3.
3. The maximum number of hours that may be donated by any Unit member is forty (40) hours, per fiscal year.
4. Only unit members may donate hours to the AFSCME Local 2960 bank of hours; AFSCME Local 2960 may only accept donated hours from their unit members.
5. No union member may use more than 40-hours of donated time during any one work week.

#### **E. City Business Time**

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

1. Union Designated Employees will attend trainings that have been authorized in advance by the City.
2. Union Designated Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
3. In coordination with management, Union Designated Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure the timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.
4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers compensation, the cost of providing healthcare and the use of sick time, Union Designated Employees will assist bargaining unit members with understanding and coordination of benefits.
5. With the goal of driving down medical costs while providing appropriate medical benefits, Union Designated Employees will participate directly and assist the City with benefit evaluations, including the Citywide Healthcare Task Force.

6. In order to ensure City resources are well coordinated, upon the direction of the City and consent of AFSCME LOCAL 2960, Union Designated Employees will participate in various City committees, as a member of the committee.
7. Represent employees involved in critical incidents at the time of incident (e.g. personal injury related).
8. Participate in City-sponsored community projects.
9. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage; in coordination with management, Union Designated Employees may assist bargaining unit members and management in matters related to employer/employee relations.

#### **F. No Gift of Public Funds**

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

1. Lobbying. This includes letter writing or telephone calls.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

#### **G. Consideration**

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

1. At no cost to the City, AFSCME LOCAL 2960 agrees that it will provide biweekly activity and progress report(s) to a representative designated by the City.
2. At no cost to the City, AFSCME LOCAL 2960 Union Designated Positions will provide and pay for all costs associated with the transportation needs as

they carry out the duties identified in this agreement. Such costs will include providing an automobile, all maintenance associated with the automobile, liability insurance, and fuel expenditures.

3. At no cost to the City, AFSCME LOCAL 2960 will provide office space for the Union Designated Employees as they carry out the duties outlined in this agreement.
4. At no cost to the City, AFSCME LOCAL 2960 will provide the needed, as determined by AFSCME LOCAL 2960, office and communications equipment and services required by the Union Designated Employees to successfully carry out their duties as outlined above. Such supplies equipment and services shall include the following: office telephones, cellular telephones, computers, fax machines, etc.
5. At no cost to the City, AFSCME LOCAL 2960 will reimburse the Union Designated Employees, as appropriate, for any costs incidental to the carrying out of the duties outlined by this agreement.

#### H. Union Stewards

The Union may designate 52 stewards including **ten (10)** Chief Stewards and **nineteen (19)** Lead Stewards to serve as employee representatives. Such designation shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" hereto. The Labor-Management Committee will discuss the job site allocation of the 52 stewards upon request by either party (Attachment A). Employees must have completed the initial City probationary period of one (1) year to be eligible for designation as a steward.

The Union shall notify Labor Relations in writing of its designations and re-designations of stewards.

There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

One such steward from the Grievant's home department and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-l), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives. One steward working in the same department as a unit member under investigation may also attend investigative meetings, **more than one steward may attend if they are on their N day/time..** Stewards not from the same department as the grievant or employee under investigation may provide representation. **City Business time is not available for these activities.**

Stewards with assigned City vehicles who are on duty and actively working, and are scheduled to return to duty at the conclusion of the meeting, may use the City vehicle

to attend mutually scheduled grievance and/or labor-management meetings with department representatives.

The unit will be allowed, subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one shift (either 8 or 10 hours depending upon their regular schedule) of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

#### **I. Requests for City Business Time**

- 1. Designated union members who wish to use City Business time must submit a request as soon as the need for time is known but no later than 72 hours in advance of the time requested to an individual designated by the Labor Relations Administrator. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose.**
- 2. If a request is denied and the designated union member believes that the activity for which time was requested has either a dual public/private purpose or an exclusively public purpose, the designated union member may appeal that denial to the Labor Relations Administrator whose determination is final and may not be grieved or appealed in any way.**

#### **J. Unpaid Time**

Unit members may be authorized in advance in writing to engage in lawful unit-related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules. A member selected by the Union to do unit representation work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service rules and the approval of the Personnel Official, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

- K. There shall be no use of official time for unit related activities except as expressly authorized under the aforesaid sections. The City reserves the right to deny approval of requests for use of official time for activities not expressly authorized under this Memorandum.**

#### **L. International and Local 2960 Union Representatives**

Accredited A.F.S.C.M.E. International, and designated Local 2960 Chief Steward and Lead Stewards shall be admitted to the buildings and grounds of the City during working hours for assisting in the adjustment of grievances, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to

conform to the safety regulations of the work site. **No City Business time will be available for this purpose.**

#### M. Payroll Deduction

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

#### N. Facilities and Services

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

The Union's web page shall be listed as a link on the City's Intranet home page as one of the City's Employee Resources.

The City shall provide the Union with bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union. The City will provide glass-enclosed, locking bulletin boards (standard to be set by the City) for any new City facility where five or more Unit 3 employees will be assigned. The Union may request that two existing



bulletin boards be replaced with glass-enclosed, locking bulletin boards (standard to be set by the City) each contract year, provided at least five Unit 3 employees are assigned to the requested locations. Lost keys will be replaced with the full expense charged to the party that lost them (meaning City or Union). Damaged bulletin boards will be replaced with the cost split equally between the City and the Union.

Material which is not abusive of any person or organization, which complies with laws regulating the political activities of City employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material. The City will not arbitrarily disapprove submitted material.

The Union shall have the right to meet with each new unit member for one (1) hour during the scheduled Human Resources Department's new employee orientation before or after lunch for the purpose of informing each such new employee of the Union and of that member's right to have Union dues deducted from his pay warrant.

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

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

The Labor Relations Administrator will continue the practice of providing the union information concerning grievance and arbitration cases. The union agrees that they will be reasonable in making these requests for information.

## **Section 1-4: Rights of Unit Members**

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

- A. All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization. All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

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

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

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

A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department.

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

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

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description

of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

**Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.**

- C. Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file **and/or supervisor file**, in the presence of an appropriate supervisory official of the Department. The employee is entitled to designate one (1) person of his choosing (lawyer, union representative, close friend, etc.) to accompany him in reviewing his file. The employee, however, must be present at the review. In addition, the unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file **and/or supervisor file**, which may be of a derogatory nature. No unit member shall have any adverse statements entered into his personnel file without the member being informed by a supervisor. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence. If the unit member requests, he shall receive a copy of the material in question. Medical information should be maintained in a separate confidential file.
1. The City will establish a logging system within the department and central personnel file. The log will identify the date, name of the person (other than Human Resources staff) that examined the file, and purpose.
  2. If an employee is not given his/her PMG by the annual review date the employee's merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an over all "met").

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

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

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

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

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

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

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

- D. The City will comply with provisions of A.R.S. Sec. 12-2506, paragraph D, subparagraph 1, and assume responsibility for the actions of any Unit III employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- E. A coaching is a verbal discussion or meeting with an employee to actively discuss problems with the employee's performance. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file. A coaching is to be one-on-one. When two (2) or more supervisors are present at the coaching, the employee will be allowed a representative at the employee's request. An employee may receive more than one (1) coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee and credibility. The supervisory counseling shall be initialed or signed by the unit member within two (2) weeks of being advised that the counseling has been issued.

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

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

from the supervisor's file after one (1) year provided no further incidents of a similar nature occur during this one (1) year period.

Documents or notes maintained in a supervisor's file will not be used in future disciplinary actions (Grievances or Civil Service Board) unless the unit member has been previously made aware of the existence of the performance/conduct concerns.

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

An employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based.

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working a 4-10 schedule, the other two hours of the work day would be accounted for at the sole discretion of management.

Unit members may serve suspensions of more than forty (40) hours on an alternating weekly schedule.

After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have two hours to consult with a representative.

Unit members are entitled to representation if a "Not Met" PMG is appealed and is at the Executive Level (Assistant Director or Director) or when management has more than one representative at the meeting to discuss the appeal of the PMG.

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

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

#### F. Rights and Disciplinary Matters (Police Department)

1. Unit members of the Police Department have the right to appear before the Departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member which may lead to demotion, suspension or discharge.
  - a) The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.
  - b) The Department shall notify the unit member ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been partially or

wholly sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor, or the unit member's bureau/precinct commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command.

Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by a unit representative at either meeting.

At the pre-DRB meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation.

Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

The unit members under investigation may request an edited copy of the DRB packet at no cost to the unit member. The City has seven (7) calendar days from the date of request to provide above-mentioned packet. If this information is provided to the unit member, there shall be no pre-DRB meeting.

The unit member may, at his discretion, appear before the Board with a unit representative of his choosing, and may state his reasons why the proposed action is unjustified.

The unit member may submit relevant written matter in support of his position.

2. Any unit member under investigation by Professional Standards or a Police Department Supervisor for a disciplinary matter, and who is interviewed or interrogated shall be given a written notice of investigation (Form 80-58DB) informing him of the nature of the investigation and his status in the investigation. In addition, the unit member and/or the Police Department supervisor/internal affairs representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate.

The unit member may request a copy of the above tape. In order to receive this copy, the unit member must provide Professional Standards with a blank standard cassette tape. The unit member shall not receive additional pay for picking up or dropping off this tape.

The employee shall be given the above-mentioned written notice of investigation at the onset of the misconduct interview and prior to the employee being requested to prepare a written statement. If the employee is requested to prepare a written

statement, the employee may request one (1) hour to contact his Union representative prior to making the written statement. When a unit member is given a written notice of investigation (Form 80-58DB), other than the investigating supervisor/s, the only persons the unit member may speak to concerning the investigation are their attorney, minister, unit representative, or spouse not involved in the investigation. When the investigation is completed, the accused employee will be notified in writing of the findings.

A Professional Standards Bureau investigator will make available for review by the unit member and the representative any video, audio, or photographs that are being used as the basis for an allegation of misconduct. The investigator will not intentionally misrepresent any fact or material issue to the unit member.

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

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

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

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

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

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

- A. The Union pledges to maintain unimpaired municipal services as directed by the City and neither the Union nor any of its agents will authorize, institute, engage in a slowdown, work stoppage, or strike against the City. During the term of this Memorandum, neither the City nor its agents shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- B. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.

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

- A. The City shall give notice to the Union within ten (10) working days whenever a reclassification study relating to Unit III is undertaken and shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the Union of the results of any Unit III reclassification study thirty (30) days prior to that study being presented to the Personnel Committee.

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

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



- C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training or experience qualifications in position classification standards resulting in classification changes or resulting in positions removed from the unit.
- D. 1. The Union may submit written requests for job classification studies to the Human Resources Department. The Union will get at least one of their prioritized job reclassification studies started each year in order of their ranking. In addition, the Union will be allowed to meet with the person conducting the job study of a group or work unit prior to the preparation of any report or recommendations.
2. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
- a) A full description of the new duties and responsibilities.
  - b) A full explanation of why the Union feels the position(s) should be reclassified.
  - c) A list of comparative positions/classifications that led to the Union's request.
  - d) Such other information as is normally considered relevant to a classification review.
  - e) The City will endeavor to complete such studies six (6) months of start of audit.
3. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.
4. Due to the continuing moratorium on classification and compensation studies and the recent citywide pay and benefits study which included a substantial number of Unit 3 job classifications, this provision (1-6 D 1-3 above) has been suspended for the **2014 - 2016** MOU. The parties will revisit this provision during the next Meet and Confer process.
- E. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, to discuss management recommendations for contracting of work presently being performed by unit members which would directly result in a reduction in the number of regular unit positions during the term of this agreement. The meeting will occur prior to any final recommendation to the City Council. Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. **The City shall endeavor to meet with the Union at least thirty (30) days prior to elimination of any Unit 3 positions.**
- F. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City will provide the union with information in electronic format of unit employees' name, home address, date of employment, and department. This shall be provided upon the request of the Union.

Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City will also provide mailing labels of all Unit 3 employees at the request of the Union. The Union will bear the cost of providing the mailing labels.

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

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

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

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

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

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

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

If such informal discussion does not resolve the problem to the unit member's satisfaction, the unit member may file a formal grievance in accordance with the following procedure:

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

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

#### **C. Procedure**

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

## Step I

The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fifteen (15) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The second line supervisor shall, within ten (10) calendar days of having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when a fax is sent to the Grievant's representative. **(Grievance responses may be emailed or faxed. Email to [officestaff@afscme2960.org](mailto: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](mailto: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](mailto:officestaff@afscme2960.org) or local's current email approved by Local President.** Fax 602-716-9337. It is recommended that the fax is sent when the copy is given to employee).

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost)

as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

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

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

At the beginning of each MOU year, the Union and the City will each select five (5) Department Directors or members of current or retired City Manager's Executive Staff to serve on the Grievance Committee. No selected Department Director or Executive Staff member will serve as a committee member when the grievance involves his/her assigned department. Staff support to the Committee during the hearing will be provided by Human Resources Department staff.

Before each Grievance Committee, the Labor Relations Administrator and the Union President will either mutually agree upon one of the names, or the parties will take turns striking names and the final name will be selected. Labor Relations staff will then schedule the Grievance Committee meeting.

The Grievance Committee shall, within ten (10) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the Grievant shall be afforded the opportunity to fully present his position and to be represented. A Grievance Committee meeting shall be held within sixty (60) calendar days of receipt of the appeal. The Grievance Committee shall, within ten (10) calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

In lieu of such hearing, the Grievant and the Union may jointly invoke the following procedure by submitting written notice to the Labor Relations Division within ten (10) calendar days of having received the Step II response. If the Grievant and the Union so elect in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within ten (10) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

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

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

The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit his findings and advisory recommendations to the Grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

#### Step IV

The City Manager shall, within ten (10) calendar days of the receipt of the Grievance Committee's or arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

#### D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union or unit employee by the specific terms of this Memorandum. The Union shall file such grievance at Step II of the Procedure.

#### E. Group Grievance

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

#### F. Time Limits

If the City fails to answer a grievance within the time limits specified in Section 2-1(C), it shall be deemed to have been denied and may be appealed to the next step under the Article. If the Grievant or the Union fail to comply with said time limits, the grievance shall be deemed to have been withdrawn without prejudice. The parties may extend time limits by mutual written agreement in advance.

#### G. Notice to Union of Grievance Resolution

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

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

- H. The City will not discriminate **or retaliate** against employees because of their exercise of rights granted by this Article.
- I. Regular full-time and regular part-time employees are covered by this grievance procedure.
- J. Employer grievances, should they occur as a result of Official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within ten (10) days of the occurrence prompting the grievance, or within ten (10) days of the date upon which the employer became aware of the situation prompting the grievance. The President, or his designee shall in each case provide a written answer within ten (10) days from receipt of the grievance.

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

- K. It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step III that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.
- L. The City will be responsible for notifying the Grievant of any grievance meeting and will send by mail, to the Grievant's home address, the date, time, and place of any grievance committee hearing. If a City representative or if the Grievant does not appear at the Grievance Committee hearing, the party not appearing shall lose the grievance.

**M. Arbitration**

1. Independent Arbitrator:

Any unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 3 below.

2. Appeal:

The Union, on behalf of the member, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him

personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

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

### 3. Selection of Arbitrator:

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

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

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

### 4. Time for Hearing:

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

5. Hearing Procedures:

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

6. Witnesses:

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

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

7. Proposed Findings: Objections to Report:

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

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

8. Requirements:

The independent arbitrator selected by the parties pursuant to this article will be bound by the following:

The independent arbitrator will neither add to, detract from, nor modify the language of this Memorandum of Understanding.

The independent arbitrator will be expressly confined to the precise issues submitted and will have no authority to consider any other issue.

The independent arbitrator will be bound by applicable Federal, State, and City laws.



9. Report:

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

10. Costs:

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

11. Civil Service Board:

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

12. Representation:

The parties agree that for the purpose of this article, the City will be represented by the Labor Relations Administrator for the City of Phoenix or his designee and the member will be represented by the President of AFSCME Local 2960 or his designee.

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

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

There shall be a Labor-Management Committee consisting of a maximum of six (6) representatives of the Union and five (5) representatives of the City in addition to the Labor Relations Administrator who shall be Chairman. The purpose of the Committee is to facilitate improved labor-management relationships by providing an informal forum for the free discussion of mutual concerns and **to attempt to resolve problems brought to its attention.**

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

**Out-of-class pay will be discussed in a Labor-Management meeting during the first year of the 2014-2016 MOU.**

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

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

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

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

Representatives of the Union on the Committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of four (4) hours per employee per meeting.

### **Section 2-3: Health and Safety Committee**

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

The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health law. Supervisors and employees are committed to working together to ensure a healthy and safe work environment.

A Unit employee may file, without fear of discipline, retaliation or discrimination, a grievance when in his best judgment; the City has failed to comply with specific safety and health standards promulgated by local, state and federal regulations. The City will continue its practice of providing personal protective safety equipment to employees to protect them from recognized safety and health hazards.

In order to facilitate this policy, a joint committee entitled, "Health and Safety Committee" shall be established. This Committee shall be composed of two (2) unit members appointed by the Union and two (2) City representatives as designated by the City Manager. The chairpersons shall rotate among the members.

The Committee shall meet quarterly at mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety

officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

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

In the discharge of its function, the Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.

The Union may review and suggest improvements to existing City building evacuation plans and the City Safety Program.

Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of four (4) hours per employee per meeting.

## **ARTICLE 3: Compensation/Wages**

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

### Section 3-1: Wages

- A. Continue 2012 - 2014 MOU Concessions.** 24 hours of unpaid furlough each fiscal year, 0.3% of the 1% wage concession, suspension of the deferred compensation benefit, suspension of the "12-hour rule" for overtime benefit, suspension of the compensatory time conversion benefit, 50% suspension of the vacation buyback benefit, and 50% suspension of the linguistics pay benefit.
- B. 2014 - 2016 Concessions.** The following concessions will be applied: 24 hours of unpaid furlough each fiscal year of the MOU and an additional 8 hour "floating" holiday furlough in the second year of the MOU, suspend the remainder of annual vacation buyback (Section 5-5B), eliminate payment for Welfare portion of insurance payment (Section 5-3), eliminate reimbursement for training (Section 1-3 G), and a general wage decrease of .65% (Section 3-1) the first year of the MOU and an additional general wage decrease of .65% (Section 3-1) the second year of the MOU.
- C. Restore paid sick leave counted as time worked when calculating overtime (Section 3-2 B).**

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

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

E. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

F. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "pay schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council action in the pay and compensation ordinance.

#### **G. Productivity Enhancement Pay**

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

##### 1. Pay Benefits:

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

**On July 7, 2014, November 24, 2014, July 6, 2015, and November 23, 2015**, unit employees who have completed twenty (20) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred twenty five dollars (\$125) for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of twenty-nine (29) years of continuous full time service.

## 2. Qualifications:

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

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

- b) An employee must have completed six (6) years of continuous full-time service.
- c) An employee must have achieved the overall performance rating of "**Met**" on his latest scheduled performance evaluation on file **at the time of the qualifying date**.
- d) An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
- e1) **Effective July 2014 – June 2015)** For those employees who are otherwise eligible for **Productivity Enhancement pay**, an employee who receives a below "meets standards" evaluation shall receive another evaluation within ninety (90) days to one hundred twenty (120) days, and if that evaluation is "meets standards" or better, he will be eligible to receive the next scheduled **Productivity Enhancement** payment.
- e2) **Effective July 2015 – 2016)** For those employees who are otherwise eligible for **Productivity Enhancement pay**, an employee who receives an overall "**Not Met**" evaluation shall receive another evaluation within ninety (90) days to one hundred twenty (120), and if that evaluation is an overall "**Met**", he will be eligible to start receiving **Productivity Enhancement pay** the first paycheck for the first full pay period after the next qualifying date.

## 3. Terms of Payment:

- a) Payments will be made within thirty (30) days of the qualifying date **for the first year of the MOU**.

- b) Employees who separate from City employment after the qualifying date, but prior to the payment day **during the first year of the MOU**, shall receive the payment in their termination check.
- c) **For the first year of this MOU, Productivity Enhancement will be paid in July 2014 and December 2014 in lump sum payments.**
- d) **Beginning July 2015, Productivity Enhancement** payment will be **pro-rated and included each pay period** in the **qualifying member's** regular paycheck.

#### H. Linguistic Pay

This provision is written to provide guidelines for paying Unit 3 members who are authorized, certified, and required by management to utilize a language other than English to conduct official City business.

##### 1. Pay Benefits:

Effective July 5, 2004, a unit member who meets the linguistic skills qualification as determined by a management review panel and becomes certified shall be paid a premium of fifty dollars (\$50) per month.

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

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

#### J. Furloughs

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

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

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

**Employees that have not scheduled their required furlough days by April 31st of the fiscal year, and the supervisor and employee cannot mutually agree on the days to be taken; the supervisor can schedule the furlough(s) on behalf of the employee.**

**The unpaid “floating” holiday furlough may be taken in at least a one (1) hour increment at the employee’s discretion during the second fiscal year of the MOU.**

### **Section 3-2: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled work week or daily work shift; it being understood that overtime for all unit members who normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period or eight (8) hours per daily shift including paid meal breaks.

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

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

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

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

- B. Duly authorized paid leave time shall be considered as time worked for the purposes of calculating premium overtime pay during the regularly scheduled work week (but not daily workshift).
- C. Overtime work shall be compensated at one and one-half (1 ½) times the regular rate, or compensatory time at one and one-half (1 ½) times up to a maximum accumulation of two hundred (200) hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of two hundred (200) hours shall be paid in cash. There shall be no compounding or pyramiding of overtime pay with regular or premium pay.

Requests for use of compensatory time shall be subject to approval of supervision based upon operational and scheduling factors. Guidelines for administration of compensatory time or cash payment of overtime are contained in this Memorandum of Understanding in Attachment "C."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of one hundred and twenty (120) hours in no more than two, sixty (60) hour

increments, by notifying the Department Head in writing of such intent no later than November 1 (payment will be made on or before December 15) and no later than July 31 (payment will be made on or before August 31). Those departments previously observing more frequent conversion and payment during a calendar year, pursuant to written authorization from the City Manager's office, may continue to do so during the term of this agreement. Payment can be made in a separate warrant if requested by the employee.

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

#### D. Call-Out Pay

An employee shall have a minimum of three (3) hours pay at overtime rates when called out for work after leaving City facilities at a time other than his regularly assigned shift, or when he is called out for overtime work while on stand-by pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. This forty-five (45) minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum. Where employees are assigned take-home transportation, they will not be allowed the forty-five (45) minutes travel time. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra hours.

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

At times when employees are required to work scheduled overtime, they will receive a minimum of three hours, at 1 1/2 (time and one half), providing said overtime is not immediately preceding or following his regular work hours.

E. Cash compensation for all overtime will be at one and one-half (1 1/2) times the regular rate after the first seven (7) minutes assigned and worked beyond the end of an employee's regularly scheduled shift, calculated to the nearest quarter hour. There shall be no compounding or pyramiding of overtime pay with other regular or premium pay except as required under Fair Labor Standards Act.

#### F. Off Duty Physician Appointments

When, at the direction of the immediate non-unit supervisor, unit members being treated by the authorized and designated City physician at times they are not scheduled to be on duty nor are on paid leave or disability benefit status, shall be entitled to overtime compensation in accordance with Article 3 hereof. This compensation shall be at a minimum of one hour or based on actual check-in and check-out time recorded by health center staff.



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

When a unit member is off duty or on leave and is contacted by telephone by his supervisor for purposes other than callout or a supervisor approves of the making or receiving of the call, the unit member will be paid at time and one-half his regular rate of pay for each quarter hour calculated to the nearest quarter hour (over seven (7) minutes goes to the next quarter hour). There will be no compensation for calls under seven (7) minutes.

A unit member has the option of donating accrued vacation or compensatory time to another City employee in accordance with Administrative Regulation 2.144.

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

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

- A. To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The unit member must be specifically designated in writing to perform out-of-class duties.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for six (6) hours or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than six (6) hours in any given shift.
- C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.

- D. 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements for promotion to those classifications where such out-of-class work was performed in a certified position.
- E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

#### **Section 3-4: Sick Leave Cash Out Formula**

A unit member who has accumulated a minimum of seven hundred and fifty (750) qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be eligible for payment of an amount of compensation equal to twenty five (25%) of his base hourly rate for all hours in excess of two hundred and fifty (250) hours.

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

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

Unit members shall receive sixty cents (\$.60) per hour in addition to their hourly rate of pay when working a night shift which ends at or after 10:00 p.m. (9:00 p.m. in the Library Division) and before midnight, and eighty cents (\$.80) per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:00 a.m.

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time. If an employee works a 2nd or 3rd shift for six (6) hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive sixty cents (\$.60) per hour in addition to their hourly rate of pay when working a night shift which ends between 10:00 p.m. and 3:00 a.m., inclusive; and eighty cents (\$.80) per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.

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

When a unit member is required to be available for immediate emergency call-back at times when the member is not otherwise on duty, the member shall be compensated for such stand-by hours at three dollars (\$3.00) per hour. Members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

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

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

Employees who start work and are later compelled to stop because of inclement weather or other conditions beyond their control shall be paid for the hours they work, but they shall be paid for not less than four (4) hours at the straight time rate.

Employees released hereunder prior to the end of their regular shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their regular shift (for which time they shall be entitled to stand-by pay under Article 3, section 3-6, "STAND-BY PAY" hereof). An employee may request the use of any accrued leave time, exclusive of sick leave, to cover the balance of his regular scheduled work shift. Employees called back to work shall be entitled to their hourly rate of pay for the balance of their regularly scheduled shift.

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

Pursuant to A.R. 2.24, as amended, a unit member called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and may retain jury or witness pay, except where such testimony or witness duty is the result of a unit member's official duties as a City employee.

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

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

Subject to operational and scheduling needs, unit members whose regular work shift is worked after 5 p.m. and prior to 8 a.m. may be allowed by management to be assigned to the day shift during the period of jury duty service. The member will be responsible to notify their supervisor as soon as they are notified for jury duty by a court.

### Call Out Pay for Court Time:

When, as a result of his official duties, a Unit member is required to appear as a witness at a time that the employee is not otherwise on duty, the employee will receive a minimum of three (3) hours pay at time and one-half (1 ½) his regular rate of pay, except that an employee shall not be eligible for additional compensation during that three (3) hour period.

### Court Time Stand-By:

When a Police Department Assistant or Commercial Vehicle Inspector receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled shift, he shall be compensated the greater of either twenty-five dollars (\$25.00) per day for each day the subject court proceeding is in session and the Unit member is subject to call, or in accordance with the current provisions of the Fair Labor Standards Act for the term of this agreement or for so long as the Act is applicable.

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

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

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

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

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

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, section 3-2. Unit members may sign individual statements waiving the provisions of this section concerning consecutive days. Signed waivers shall continue in effect per M.O.U. year, unless there is an emergency of long-term duration affecting the employee. In which case, the employee will give the City at least ten calendar days notice in order to revoke the waiver.

The regular work day and regular work week shall consist of five (5) consecutive days of eight (8) hours or four (4) consecutive days of ten (10) hours of work excluding unpaid meal periods in a seven (7) calendar day pre-established work period, except in those departments performing normal services regularly on Saturday and/or Sunday, with the following exceptions:

1. To the extent that Library schedules do not conform to the above provision, it is not intended nor shall this section change such scheduling practices in the Library Division.

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

2. The shift schedule for unit members in the Fire Dispatch Operation shall be subject to change during the term of this Memorandum, when such is conducive to efficient operations in the judgment of department management. The Union shall be advised of such changes in advance in the Labor-Management Committee (Article 2, section 2-2).
- B. Regular work schedules showing the employees' shifts, work days, and hours shall be posted where accessible to employees.
- C. Except for emergency situations, permanent regular work schedules shall not be changed without notice of at least fourteen (14) calendar days to the affected employee(s). "Emergency" hereunder shall mean unforeseen operational circumstances.

When used in the context of this article, operational circumstances will be defined as service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, fourteen (14) calendar days notice will be given to change schedules. For emergency operational actions, unit members will be provided as much advance notice and information as the situation will allow.

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules within seven (7) calendar days notice.

Employees may request to be changed to another work schedule, and when a position on such schedule becomes vacant and available, shall be so reassigned on a seniority preferred basis when qualifications and experience are deemed to be equal by the City. (See Article 4, section 4-4 Seniority)

- D. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

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

## Section 4-2: Rest and Lunch Periods

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

### 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 in 2003, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives from the City and a Local 2960 representative.
- C. It is understood between the City and the Union that any changes in health insurance benefits and/or rates shall be effective on or about August 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

- D. Effective August 1, 1988, the City will implement an Employee Assistance Program which will provide confidential individual and family counseling to all unit members and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.
- E. Employees in positions in classifications 320 and below will receive a health insurance supplement allowance of \$66.50 two (2) times a year to be paid in August and February. Regular bargaining unit employees must be enrolled in current City Health Insurance Program to receive this benefit.
- F. Commencing July 1994, all Unit III Police employees will be included in coverage of the Police Officers Assistance Program.
- G. The following chart reflects the MERP benefits for unit employees eligible to receive MERP as determined on August 1, 2007. It is understood the MERP amounts listed are not subject to modification through contract negotiations.

Retiree with less than 5 years of active City credited service.	\$117 per month
Retiree with at least 5 years but less than 15 years of active City credited service.	\$135 per month
Retiree with at least 15 years but less than 25 years of active City credited service.	\$168 per month
Retiree with 25 or more years of active City credited service.	\$202 per month

- H. An additional Medical Expense Reimbursement Plan (MERP) supplement of \$100 will be paid to unit employees who retire on or after July 1, 2007 and are within 15 years of becoming retirement eligible as of August 1, 2007 and who choose the City's family coverage. This additional MERP amount will be paid until retirees reach age 65. Any unit employee who retires after July 1, 2009, and is eligible to receive MERP, as determined on August 1, 2007, will receive this additional MERP amount for either family or single coverage until age 65. This credit is applied directly to the retiree's premium deduction.

**Section 5-2: Dental Insurance**

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

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

The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Effective August 1, 2003 the orthodontia benefit shall be four thousand (\$4000) dollars.



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

The City will provide at no cost to unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's gross annual salary rounded up to the next one thousand dollars (\$1,000) or twenty-five thousand dollars (\$25,000), whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of seventy-five thousand dollars (\$75,000).

It is understood between the City and the Union that any changes in life insurance benefits shall be effective on or about August 1. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

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

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

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

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

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

The Union and the City will jointly develop guidelines for this life/long term care insurance benefit by September 30, 2012. Starting with the quarter ending December 31, 2012, the Union will submit quarterly statements to the City that provide information on all the expenses associated with this program. The Union agrees to return any payments to the fund that are not in compliance with the mutually agreed upon guidelines.

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

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

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

Employees participating in the long term disability benefit as of June 30, 2012 will continue under the previous benefit rules until they return to work or achieve the maximum age of 80 for benefits.

## **Section 5-5: Holidays and Vacations**

A. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11, as amended, modified to indicate the following holidays.

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

New Year's Day	- January 1
Martin Luther King's Birthday	- Third Monday in January
President's Day	- Third Monday in February
Cesar Chavez's Birthday	- March 31
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- First Monday in September
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Friday after Thanksgiving Day	
Eve of the Christmas holiday	- Four (4) hours
Christmas Day	- December 25
Two vacation days	- After completion of six months of full-time employment added to vacation bank of hours

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday herein falls on a Saturday, it shall be observed on the

preceding Friday, except that in the case of six (6) day operations and in the Library Department such holidays may be observed on Saturday, and in the case of continuous operations and seven day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to the Eve of Christmas holiday, which shall only be granted when it falls on the employees' regular scheduled work day.

A unit member working in a continuous operation, whose regularly scheduled day off falls on a holiday specified above, and who is scheduled or called in by management to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one half (1 1/2) the regular rate for each hour assigned and worked, plus compensatory time credit for each hour assigned and worked to a maximum of eight (8) hours.

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

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

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.

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

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member.

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

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

**Section 5-6: Uniforms**

**A. Uniform Allowance**

Unit members employed by the Police Department or Fire Department who are required to purchase, wear and maintain uniforms pursuant to Police or Fire Department rules and regulations shall be entitled to an annual uniform allowance in the below listed amounts for the appropriate listed classifications:

<u>Job Classification</u>	<u>Allowance</u>
Police Assistant*/ <b>Detention Officer</b>	\$725 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist ( <b>Including employees in Planning &amp; Development</b> )	\$725 per annum
<b>Fire Emergency Dispatcher/Lead**</b>	\$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.

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

1. Payment of the annual allowance will be made on or about August 1 of the fiscal year and shall be for the period of July through June, and is intended to cover the cost of uniforms, maintenance, and cleaning of such uniforms.
2. New employees will receive the entire annual uniform allowance within thirty (30) days of the time they are directed to wear and maintain a uniform.

The second uniform allowance, received at the start of the next fiscal year, will be equal to one-twelfth (1/12) of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

3. Unit members who leave City employment shall repay to the City the uniform allowance equal to one-twelfth (1/12) for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that unit members who retire will not be required to repay any uniform allowance.

The family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

4. A unit member who has been on extended leave (paid or unpaid) of two (2) months or longer shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual amount for each month of extended leave.
5. An employee who has received an allowance under this agreement and is subsequently promoted or transferred into a Public Safety Retirement System position shall have his allowance adjusted to accommodate the difference but shall not be entitled to both allowances.
6. Reimbursement Schedule

The City agrees to reimburse all unit members for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Uniform Boots/Shoes - Full Cost  
Uniform Trousers - Full Cost  
Uniform Shirt - Full Cost  
Uniform Jacket - Full Cost  
Glasses - Prescription \$130.00  
Watches - \$52.00  
Jewelry - \$44.00  
Flashlight - \$21.00  
Sun Glasses - \$17.00 Non-Prescription  
Safety Vest - Full Cost

Reimbursement for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.

The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the employee relating thereto.

Any item not specifically mentioned may be discussed in a meeting of the Labor-Management Committee.

7. Prior to changing or modifying current uniforms, the City will notify the Union, in writing, of its intent. The Union may, within ten (10) calendar days following receipt of the notice, request a meeting of the Labor-Management Committee to discuss the proposed changes/modifications.

#### **Section 5-7: Tuition Reimbursement**

- A. Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  1. The maximum sum reimbursable to unit members each MOU year shall be \$6,500. For the 2012 – 2014 MOU, an employee may submit tuition expenses incurred in the first fiscal year in the second fiscal year to a maximum total reimbursed during the MOU of \$13,000.
  2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.
- B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result 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, **2014** through June 30, **2016** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than December 1st, of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The City may change the terms and conditions of Administrative Regulations during the term of this Memorandum. The City will consult the Union concerning changes affecting existing compensation provided for under the following Administrative Regulations:
  - 2.16 Political Activity Time Off to Vote
  - 2.241 Compensation for Interpreting and Translation by Personnel in City Courts
  - 2.27 Employee Suggestion Program
  - 2.28 Reimbursement for Specified Expenses Incurred by Personnel on City Business
  - 2.34 Placement of Temporarily or Permanently Disabled Employees
  - 3.41 Travel Authorization and Travel Expense Allowances
- F. The provisions of this Memorandum apply to all unit members, except that entitlement to health, life and long-term disability insurance, holiday, overtime and show-up benefits for regular hourly employees shall continue in accordance with present practice and policy. The City shall not lay off from City employment full-time employees for the sole purpose of replacing them with hourly employees, and will not alter the status of incumbent full-time employees to hourly employees.
- G. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

## **ADDENDUM**

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

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

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

### **A. Union Release**

**The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2960 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by representatives using union release in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation package detailed in this agreement.**

#### **1. Full-Time Release Positions**

**The President and Vice President, in addition to one additional full-time release position to be designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release employees will be engaged in either union activities or city activities in accordance with city administrative regulations during paid**

release time. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

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

Upon return to regular City duties, a full-time release employee shall be reinstated to his/her original position, location and schedule by seniority. In addition, any approved leave time the full-time release employee had scheduled prior to his/her return shall be honored by the department.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a compensatory time bank of three hundred sixty-eight (368) hours for use by the full-time release positions each MOU year. The Union will submit a written request to redeem the hours from this bank to the Labor Relations Division no later than July 1st of each MOU year for processing in the second pay period of August.

## **2. Union Stewards**

The Union may designate 52 stewards including five (5) Chief Stewards and fourteen (14) Lead Stewards to serve as employee representatives. Such designation shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" hereto. The Labor-Management Committee will discuss the job site allocation of the 52 stewards upon request by either party (Attachment A). Employees must have completed the initial City probationary period of one (1) year to be eligible for designation as a steward.

The Union shall notify Labor Relations in writing of its designations and re-designations of stewards.

There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

**One such steward from the Grievant's home department and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-I), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives without loss of pay or benefits during City time. One steward working in the same department as a unit**

**member under investigation may also attend investigative meetings without loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.**

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

The unit will be allowed, subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one shift (either 8 or 10 hours depending upon their regular schedule) of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

### **3. Bank of Release Hours**

**The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and three (3) working days advance notice to the Labor Relations Division, a unit total of four thousand five hundred forty (4,540) hours paid release time in a bank of release hours per M.O.U. year.**

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

**Any hours used in excess of the bank of hours must be approved by the Labor Relations Administrator and the AFSCME Local 2960 President. The number of hours used in excess of the bank at the end of the MOU term will be deducted from the bank of hours in the first year of the next MOU. A surplus of hours will be carried over into the next MOU to a maximum beginning bank of 6,810.**

### **B. Unpaid Time**

Unit members may be authorized in advance in writing to engage in lawful unit-related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules. A member selected by the Union to do unit representation work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service rules and the approval of the Personnel Official, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less

than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

- C. There shall be no use of official time for unit related activities except as expressly authorized under the aforesaid sections. The City reserves the right to deny approval of requests for use of official time for activities not expressly authorized under this Memorandum.

**D. International and Local 2960 Union Representatives**

**Accredited A.F.S.C.M.E. International, and designated Local 2960 Chief Steward and Lead Stewards shall be admitted to the buildings and grounds of the City during working hours for assisting in the adjustment of grievances, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.**

**E. Payroll Deduction**

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

## F. Facilities and Services

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

The Union's web page shall be listed as a link on the City's Intranet home page as one of the City's Employee Resources.

The City shall provide the Union with bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union. The City will provide glass-enclosed, locking bulletin boards (standard to be set by the City) for any new City facility where five or more Unit 3 employees will be assigned. The Union may request that two existing bulletin boards be replaced with glass-enclosed, locking bulletin boards (standard to be set by the City) each contract year, provided at least five Unit 3 employees are assigned to the requested locations. Lost keys will be replaced with the full expense charged to the party that lost them (meaning City or Union). Damaged bulletin boards will be replaced with the cost split equally between the City and the Union.

Material which is not abusive of any person or organization, which complies with laws regulating the political activities of City employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material. The City will not arbitrarily disapprove submitted material.

**The Union shall have the right to meet with each new unit member for one (1) hour during the scheduled Human Resources Department's new employee orientation before or after lunch for the purpose of informing each such new employee of the Union and of that member's right to have Union dues deducted from his pay warrant.**

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

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

The Labor Relations Administrator will continue the practice of providing the union information concerning grievance and arbitration cases. The union agrees that they will be reasonable in making these requests for information.

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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](http://afscme2960.org)*



## **ATTACHMENT B (Relating to Vacation Leave)**

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

### **Section 3-4 (Continued)**

#### **A. Final Average Compensation and Vacation Leave**

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

- 4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 3 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.**
- 5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this MOU and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 3 employees about any such administrative action that directly affects Unit 3 employees**
- 6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 3 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 3 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as**

reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

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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)**

#### **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.

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This document was printed by employees represented by AFSCME Local 2960

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**CITY COUNCIL REPORT**

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**SPECIAL AGENDA**

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TO: Ed Zuercher  
City Manager

AGENDA DATE: May 7, 2014

THRU: Lionel D. Lyons  
Human Resources Director

ITEM: S-4 PAGE: 100

FROM: Cindy Bezaury  
Labor Relations Administrator

SUBJECT: RESOLUTION 21225 APPROVING PHOENIX FIRE FIGHTERS  
ASSOCIATION, IAFF LOCAL 493 (UNIT 5) MOU

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

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

Attachment:

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



**MEMORANDUM OF UNDERSTANDING**

**CITY OF PHOENIX**

**AND**

**PHOENIX FIRE FIGHTERS ASSOCIATION**

**LOCAL 493**

***DRAFT***  
**2014 - 2016**

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## **PREAMBLE**

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit, and,

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and 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. Unauthorized Activities**

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

## **G. Requests for City Business Time**

- 1. A union member who wishes to use City Business time must submit a written request (*including via e-mail*) as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.**

## **H. Union Representatives**

- 1. The Union may designate two (2) shift representatives for each of the three (3) twenty-four (24) hour shifts (Shift A, Shift B, and Shift C) and one (1) for the day shift with the understanding that the Union will make every effort to ensure that the shift representative works on the shift represented and shall notify the Fire Chief of such designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.**
  - 2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.**
- I. Union members may be authorized in advance in writing to engage in Union related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.
  - J. There shall be no use of official time for Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.
  - K. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor

Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment.

- L. The City shall, in conformity with Ordinance G-3303, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties.
- M. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.
- N. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.
- O. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, employee benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.
- P. **The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community.** This time will be allotted sometime during the last four (4) weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. **City business time will be available for this purpose.**



#### **Section 1-4. Rights of Unit Employees**

- A. All employees have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization. Whenever the terms “employee, Unit employees, grievant” or some derivation of those, is used in this MOU it shall be synonymous with the term “Unit member.”
- B. Union employees have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
- C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- D. An employee may request that disciplinary documents (written reprimand and above) be purged from his Departmental Personnel File as provided in Fire Department Operations Manual, Section 5, #105.11 and moved to a section marked “Inactive” in the Central HR Department personnel file.

#### **Section 1-5. Prohibition of Strikes and Lockouts**

- A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any employees of the bargaining Unit during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. The provisions of Section 2 (17) and section (13) of Ordinance G-1532, are incorporated into this Memorandum.

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

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

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

1. It is the responsibility of employees who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate (non-Unit) supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
2. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure.

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

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

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

##### **Step 1**

The grievant shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his/her District Commander or Section Head as designated by the City within ten (10) calendar days of the initial commencement of the occurrence being grieved. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance of such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant 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. **Continue 2012 – 2014 MOU Concessions: 0.65% of the 1% wage concession; 1% reduction in the Deferred Compensation benefit; and, the suspension of the vacation buyback benefit.**
- B. **2014- 2016 Concessions: 1.6% total compensation concession in fiscal year 2014-2015 and a 0.9% total compensation concession in fiscal year 2015-2016. These concessions will be applied as follows:**
  - 1. **Year 1 (2014-2015). Replace the sick leave sell back option with lump sum annual payments (not pension eligible) for a period not to exceed three years (Article 3, Section 3-4, Subsection B.5); replace the vacation sell back option with lump sum annual payments (not pension eligible) for a period not to exceed three years (Article 5, Section 5-5, Subsection E); designate unpaid**

furlough days (24 hours for 56 hour employees and 16 hours for 40 hour employees); reduce uniform allowance from \$625 to \$300 (Article 5, Section 5-6, Subsection A); and reduce Deferred Compensation Plan payment from 5% to 4.55% (Article 3, Section 3-5, Subsection A); and eliminate the City contribution to the Health and Fitness Equipment Fund (Article 5, Section 5-7).

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

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

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

D. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists, and the ARFF program, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive \$264.625 per month assignment pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive both assignment pays.

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

E. Effective July 14, 2008, employees who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of seventy-five dollars (\$75.00) per month. Effective July 5, 2004 twelve (12) employees, who meet the **Human Resources Department's** bi-lingual coordinator linguistic skill qualifications

and become certified, shall receive an additional premium of three hundred dollars (\$300.00) per month. **Effective July 1, 2014, linguistic skill recertification for all employees is required every five (5) years. The linguistic coordinator will be responsible for notifying the employee that recertification is due. The employee's benefit will not be diminished due to delay of recertification by the linguistic coordinator.**

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

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

- G. Assignment pay each year shall be increased by the same percentage as wage rates.
- H. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, corresponding years of service and monthly salaries, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial and light duty assignments, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her PMG by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the PMG is an overall "met," the request will be processed within twenty-one (21) calendar days of submittal and will be retroactive to the PMG annual review date.

- I. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to ten percent (10%) assignment pay if such assignment is to exceed two (2) consecutive pay periods, and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to Captains assigned as Arson Investigators to a forty-four (44) hour work week or to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized forty (40) hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. Employees assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph F, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.
- J. Employees assigned to any forty (40) hour staff positions shall receive two (2) eight (8) hour or ten (10) hour professional development days per year depending on their schedule. The employee shall decide the days and areas of development. These days



shall be assigned through the vacation signup process. No employee shall receive these days in addition to the full amount of Tobin days.

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

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

- A. In recognition of the significant increase in service delivery and cost savings to the City of Phoenix by the employees of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for employees:
1. **Effective the first pay period in July and the last pay period in December** of each year, employees who have completed at least seven (7) years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid eighty (\$80.00) dollars, **pro-rated and included each pay period in the qualifying unit member's regular pay check throughout the year**, for each full year of continuous full-time service in excess of five (5) years, up to a semi annual maximum of two thousand dollars (\$2,000.00), annual maximum of four thousand dollars (\$4,000.00) at thirty (30) years.
  2. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
  3. **Adjustments to payments** will be made as soon as possible but no later than thirty (30) days of the qualifying date. Employees who separate from City employment after the qualifying date but prior to the payment day shall receive the payment in their termination pay. Employees in the DROP program who are leaving employment in the same month as the qualifying date and who work at least one shift in the pay period prior to the qualifying date will receive the **Productivity Enhancement** payment.
- B. An employee must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.
- C. An employee who receives a below "meets standards" evaluation shall receive another evaluation within ninety (90) to one hundred twenty (120) days, and if that evaluation is "meets standards," he will be eligible **for Productivity Enhancement Pay starting with the next qualifying date.**

### **Section 3-2. Overtime**

- A. Employees who are assigned to be and are on duty beyond their scheduled work shift shall be compensated for such assigned overtime work at one and one-half (1 ½) times their regular rate, fifty-six (56) hours or forty (40) hours, after the first seven (7) minutes of assigned and worked overtime calculated to the nearest one-quarter (1/4) hour.
- B. Employees shall have the option of being paid in cash for overtime, or allow the overtime to accrue as compensatory time up to a maximum of one hundred sixty-eight (168) hours for employees working a fifty-six (56) hour schedule, or one hundred twenty (120) hours for employees working a forty (40) hour schedule.
- C. Overtime compensation shall not be paid twice for the same hours worked.
- D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- E. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- F. The provisions of Section 3-2 of Article 3 shall not apply where an employee is assigned out-of-class to a non-Unit position.
- G. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.
- H. Fire department “peak time” rescues will only be staffed by employees on an overtime basis. This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of the full time rescues was incented by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than two hundred (200) shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation.

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

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

hour. If a unit member leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.

- B. The provisions of this Section shall not apply where an employee is assigned out-of-class to a non-Unit position.

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

Pursuant to A.R. 2.201, sixteen (16) hours of out-of-class work on a shift for employees will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than sixteen (16 hours).

In order to qualify to be eligible to receive out-of-class assignment pay, employees must complete eight (8) shifts of out-of-class assignment (16 hour minimum to constitute a full shift). As an alternative for qualifying only, 192 hours of out-of-class assignment shall satisfy the minimum qualifications required to become eligible for out-of-class pay. For the purpose of the 192 hour qualifier, out-of-class hours must be in increments of no less than seven (7) hours.

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

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

Effective with the beginning of the last pay period in June 1996, the following benefit will apply:

#### **A. Definitions**

1. "Qualifying Hours" - The minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before an employee can participate in the benefit program.
2. "Base Number of Hours" or "Base Hours" - The number of hours of accrued and unused sick leave credits which are uncompensated under Section 3-4 of Article 4 which the City will compensate the employee.
3. "Base Hourly Rate" - The base hourly rate of pay being paid at the time of retirement to the retiring employee who qualifies for participation in the benefit program.

#### **B. Benefit and Eligibility**

1. An employee who has accumulated a minimum of twelve hundred sixty (1,260) qualifying hours or more of accrued and unused sick leave at the time of retirement, or the forty (40) hour equivalent, shall be eligible for payment of an amount of compensation equal to thirty-five percent (35%) of his base hourly rate for all hours in excess of six hundred thirty (630) hours, or the forty (40) hour equivalent.
2. An employee who has accumulated a minimum of eighteen hundred (1,800) qualifying hours or more of accrued and unused sick leave at the time of retirement, or forty (40) hour equivalent, shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his base hourly rate for all hours in excess of five hundred forty (540) hours, or forty (40) hour equivalent.
3. An employee who has accumulated a minimum of twenty-four hundred (2,400) hours, or the forty (40) hour equivalent, or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to sixty percent (60%) of his/her base hourly wage for all hours.
4. The payments described in numbers 1 through 3 above are not considered Final Average Salary for purposes of pension calculations.
5. Effective **July 1, 2014, and thereafter** an employee who has accrued twenty-four hundred (2,400) hours, or the forty (40) hour equivalent, or more of accrued and unused sick leave and who has attained a minimum of seventeen (17) years of credited service in PSPRS and 10 years of City of Phoenix service, may elect to have the additional sick leave that he/she earns **during the fiscal year paid as a lump sum at the end of each fiscal year for a period not to exceed three years. This payment is and will not be pension eligible. This payment will be included on the last regular paycheck in June.**

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the employee's eligibility and the amount of accrued and unused sick leave to be compensated.
2. The employee shall verify in writing the computation of the Employee Benefits Division.
3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

### **Section 3-5. Deferred Compensation and Defined Contribution Plans**

- A. The City shall contribute an amount equal to six percent (6%) of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the City and the employee on the contributions.

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

- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. **The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.**
- C. **During the next twelve (12) months, the City will participate in Labor-Management meetings to discuss alternatives to the Union's participation in the City's Deferred Compensation Plans.**

### **Section 3-6. Non-Direct Payment of Compensation or Benefits**

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

## **Article 4. Hours of Work/Working Conditions**

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

- A. The duty hours for employees assigned to Operations or Emergency Services, excluding forty (40) hour staff assignments, shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration.

- B. The work hours and schedule of employees assigned to the Support Services Division and Training Section shall be five (5) eight (8) hour days (excluding authorized meal breaks, or four (4) ten (10) hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.
- C. The work hours and schedule of employees assigned to the Fire Prevention Division, Inspection Section, shall be four (4) ten (10) hour days (excluding authorized meal breaks) provided, however that individual employees may voluntarily waive the 4/10 schedule.
- D. The work hours and schedule of employees assigned to the Fire Prevention Division, Fire Investigation Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees assigned to a straight forty (40) hour schedule will be paid overtime at the forty (40) hour rate. If assigned to a forty-four (44) hour schedule, employees will be paid overtime at the forty-four (44) hour rate.
- E. When an employee is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of sixteen (16) hours between tours of duty.
- F. The work week for employees on a fifty-six (56) hour schedule shall be fifty-three (53) hours. Employees will continue to work the existing fifty-six (56) hour schedule. Employees working the existing fifty-six (56) hour schedule will be compensated as follows:
  - 1. The first fifty-three (53) hours will be paid at the base fifty-six (56) hour rate.
  - 2. The fifty-fourth (54th) hour will be paid at one and one-half (1 ½) times the regular hourly rate.
  - 3. The fifty-fifth (55th) and fifty-sixth (56th) hours will be paid at two (2) times the base fifty-six (56) hour rate.
- G. Employees attending the Paramedic Training Program will be placed on a 40 hour work week schedule and be entitled to a ten percent (10%) increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. Employees shall be paid on a 40 hour work week until completion of the Paramedic Training Program. Employees will receive two personal development days in lieu of three Tobin days (as per Section 3-1 (I) of this Memorandum of Understanding). The professional development days will be scheduled at the discretion of Paramedic Training Program staff.
- H. Each 56 hour unit employee shall receive four (4) shifts off per year. This will allow for an hours reduction without specifying a specific number of hours in this reduction or

reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph F, of Article 4. The rotation system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Administrator.

#### **Section 4-2. Shift Trades**

Two (2) employees serving in the same classification may be granted the opportunity to exchange shifts up to a maximum of twenty-four (24) such exchanges per employee in a contract year. Shift exchanges shall not qualify an employee for premium overtime payment. All shift exchanges are subject to the approval of the Fire Chief or his designee and shall be in conformance with regulations issued by the Fire Chief.

#### **Section 4-3. Filling Vacancies**

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

### **Article 5. Benefits**

#### **Section 5-1. Health Insurance**

- A. The City and Union agree to maintain the current eighty/twenty (80/20) split for health insurance for both single and family coverage. If there is a rate increase or decrease in the second year of this M.O.U., the City shall pay eighty percent (80%) of the new monthly contribution and the employee will pay twenty percent (20%).
- B. In the event Congress **or the State of Arizona** passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.
- C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 at no less than \$202.00 (two hundred and two dollars) per month. The City also contributes an additional \$50 toward City retiree family medical coverage; this credit is applied directly to the

retiree's premium deduction. Any employee hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

- D. Additional MERP amounts will be paid to eligible retirees for the following categories:

<b>RETIREE COVERAGE – RETIREE NOT ON MEDICARE</b>			
<b>ADDITIONAL MERP AMOUNTS</b>			
	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
<b>HMO OR PPO COVERAGE</b>	<b>\$105</b>	<b>\$325</b>	<b>\$210</b>
<b>RETIREE COVERAGE – RETIREE ON MEDICARE</b>			
<b>ADDITIONAL MERP AMOUNTS</b>			
	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
<b>HMO OR PPO COVERAGE</b>	<b>\$90</b>	<b>\$195</b>	<b>\$185</b>

These MERP amounts are what the City agrees to pay. It is solely at the discretion of the City Manager to increase these amounts in the future.

- E. **During the next twelve (12) months, the City will participate in Labor-Management meetings to discuss alternatives to the Union's participation in the Health Care Plans currently provided by the City.**

**Section 5-2. Dental Insurance**

- A. The **dental insurance** plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of twenty-five hundred dollars (\$2,500.00) per person, maximum lifetime benefit increases to four thousand dollars (\$4,000.00) per person effective August 1, 2003. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall continue to pay one hundred percent (100%) of the premium costs for single employees (employee only coverage), and seventy-five percent (75%) of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.



- B. In the event Congress **or the State of Arizona** passes legislation that considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

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

- A. The City will continue the existing off the job and on-the job life and dismemberment insurance coverage. The policy shall provide a benefit for each employee equal to the member's base annual salary. In addition, the City will continue the existing death in the line of duty insurance of seventy-five thousand dollars (\$75,000.00). Additionally, the City will provide to each employee a two hundred thousand dollar (\$200,000.00) death benefit covering the employee's commutation to and from his City work location. This policy will cover the employee's commute for up to two (2) hours before his shift begins, and two (2) hours after his shift concludes.
- B. In the event of the death of an employee while commuting to or from his work location, for a period of two (2) hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the payment of a supplementary commutation life insurance policy for each employee.

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

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

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

## **Section 5-5. Holidays and Vacations**

### **A. Bank of Donated Leave**

- 1. Each unit member may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number of hours as noted in Subsection A.3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in August, unless revoked by the unit member. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave.**
- 2. The total hours donated by the members of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section 5-5.**
- 3. The maximum number of hours that may be donated by any Unit member is one hundred (100) hours per fiscal year.**
- 4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.**
- 5. No union member may use more than 112 hours of donated time during any one pay period.**
- 6. Donated time does count towards hours worked for overtime purposes.**
- 7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation, or any other purpose authorized by the President or Executive Board.**

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
12. Christmas Day

Employees working a fifty-six (56) hour schedule shall receive twelve (12) hours pay or compensatory time each holiday.

C. Employees will continue to receive holiday pay while on industrial leave.

D. Effective January 1, 1987, vacation accrual for employees with less than five (5) years shall be increased to eleven and two-tenths (11.2) hours per month, or the forty (40) hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.

E. Employees covered by this M.O.U. shall be permitted to sell back up to eighty (80) hours total per M.O.U. year of accrued vacation leave to the City at the employee's regular straight-time hourly rate. This benefit shall not exceed a total of eighty (80) hours and may be used as follows: forty (40) hours on the last pay period in November and/or May of each M.O.U. year. Employees will only be permitted to sell back an amount of accrued vacation hours that would not result in their total bank of hours to drop below one hundred fifty (150) or two hundred ten (210) hours, depending upon the work schedule.

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

F. Effective **July 1, 2014, and thereafter** a fifty-six (56) hour employee who has accrued four hundred thirty-six (436) hours vacation, or a forty (40) hour employee with three hundred twelve (312) hours, and who has attained a minimum of seventeen (17) years of credited service in PSPRS and 10 years of City of Phoenix service (which need not

be consecutive years), may elect to have the additional vacation leave that he/she earns **during the fiscal year paid as a lump sum at the end of each fiscal year for a period not to exceed three years. This payment is and will not be pension eligible. This payment will be included on the last regular paycheck in June.**

- G. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all of their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than twelve (12) months of donated time.
- H. Employees who have less than forty (40) hours vacation may buy up to one hundred twenty (120) hours personal leave. The cost of the personal leave shall be one hundred ten percent (110%) of the employee's base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the employee's pension or any other benefits.

#### **Section 5-6. Uniforms**

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

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

- B. New employees will receive the entire annual uniform allowance within thirty (30) days of the time they are directed to wear and maintain a uniform. The second uniform allowance, received at the start of the next fiscal year, will be equal to one-twelfth (1/12) of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.
- C. Employees who leave Department employment shall repay to the City the uniform allowance equal to one-twelfth (1/12) of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the

separation occurs. Provided, however, that employees who retire after August 31 will not be requested to repay any uniform allowance.

- D. An employee who has been on extended leave (paid or unpaid) of two (2) months or longer shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual allowance for each month of extended leave.
- E. HONOR GUARD - The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services and fire fighter's funerals. In order to help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the City will contribute twenty-five thousand dollars (\$25,000.00) into a fund for each M.O.U. year. The President of the Union or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union. The Union and the City will jointly revise and document program guidelines by December 31, 2012 for use during audits.

#### **Section 5-7. Tuition Reimbursement**

- A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  - 1. The maximum sum reimbursable to employees each fiscal year shall be **\$6,500**.
  - 2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.

#### **Section 5-8. Wellness, Health and Fitness**

Each employee shall contribute one dollar (\$1.00) per month to the UPFFA Health and Fitness Equipment fund. The City will provide matching funds of two dollars (\$2.00) per month. These funds will be transferred monthly to the union. The combined funds, plus accrued interest, will be used to purchase additional fitness equipment, and address wellness and benevolence issues, with the purchase of fitness equipment being the priority. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel. Employees who are opposed to contributing to the fund may fill out a form in December requesting a refund of their previous year's contributions. The contribution will be deducted from the first paycheck of each month. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

**As part of the 2014-2016 concession agreement, the City's contribution (\$2.00 per month) to the UPFFA Health and Fitness Equipment Fund is suspended for both years the 2014-2016 MOU.**

### **Section 5-9. Worker's Compensation**

- A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive one hundred percent (100%) of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of one (1) year per injury, thereafter the rate becomes sixty-six and two-thirds percent (66-2/3%).
- B. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the two (2) physicians shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive sixty-six and two-thirds percent (66-2/3%) based on current state law and the current maximum monthly rate allowed. If an employee receives sixty-six and two thirds percent (66-2/3%), he/she may use sick leave, vacation, or compensatory time to make up the difference between sixty-six and two thirds percent (66-2/3%) and one hundred percent (100%).
- C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provides greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. During the next twelve (12) months, the City and the Union will participate in Labor-Management meetings to focus on improvements to the Workers' Compensation claims process.**

### **Section 5-10. Employee Benefit Trust Fund**

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

period contribution to the same fund by each employee.

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

- B. The trust fund shall be managed and administered by a board of five (5) trustees selected as follows:
  - 1. Two (2) trustees shall be appointed by the City Manager;
  - 2. Two (2) trustees shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
  - 3. One (1) trustee, who shall serve as chairman, shall be selected by the four (4) appointees specified above.
- C. The fund shall be invested in prudent, protected investments in compliance with applicable State and Federal laws. The Fund Managers may seek such outside advice and consultation, as they deem appropriate.
- D. The Fund Managers may adopt such rules and regulations as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments there to, must be specifically approved by the City Manager and the association before they can become effective.
- E. Sums contributed to the trust shall be divided into two (2) equal parts.
  - 1. The employee's contribution, together with all of the interest received from the entire fund, shall be considered the first part and shall be available for distribution as follows:
    - a. All retired employees shall be eligible to receive no less than one hundred fifty dollars (\$150.00) per month from the fund to assist them with their insurance premiums.
    - b. Employees who retired after August 1, 1994 shall receive seventy-five dollars (\$75.00) per month plus five percent (5%), of the seventy-five dollars (\$75.00), for each full year they have contributed to the fund.
    - c. Employees who retired beginning in August 1998 through July 2000 shall receive two hundred fifty dollars (\$250.00) per month. Employees retiring beginning in August 2000 shall receive two hundred dollars (\$200.00) per month
    - d. Employees who retire for any reason and have less than twelve (12) years of service shall receive seventy-five dollars (\$75.00) per month plus five percent

(5%) for each full year they have contributed to the fund or the benefits covered in Section 5-10, Paragraph (a), of Article 5 whichever is larger.

- e. Effective July 8, 2004 each retired employee covered under paragraphs (b) and (d) of Section 5-10, Article 5 shall receive up to an additional fifty dollars (\$50.00), but no retiree shall receive more than the benefits described in Section 5-10, Paragraph (c) of Article 5.
  - f. In each month any sums remaining in the first part, after the distributions specified above, along with another twenty-seven dollars (\$27.00) per employee, per pay period, shall pour-over into the second part and be treated as hereinafter specified for "second part funds." Second part funds other than interest generated from the funds, shall be for investment purposes only and are not to be used to provide direct benefits to active or retired members.
  - g. An employee who separates from the bargaining unit may apply to the fund managers to continue participation in the fund. To become eligible to apply, the employee must pay to the fund an amount equal to his contributions and the City's contributions for the entire period which he was out of the bargaining unit, but not for anytime prior to the start up for the fund. This amount is in addition to regular bi-weekly contributions by the employee and the City.
  - h. In addition to health insurance premiums, the monthly stipend may also be used to pay for co-payments for doctor visits and hospital stays, dental expenses, prescriptions and eye care.
2. The second part shall be the main corpus of the trust and shall be invested and managed as specified in Section 5-10, Paragraph B, of Article 5.
- F. Any fund participant who separates from the bargaining unit prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her contributions to the fund, plus interest based on the average annual interest earned by the fund, but shall receive no other benefits and have no other claim on the fund.
  - G. Upon the death of any employee or retiree, the fund will provide a contribution to assist with funeral expenses in the amount of fifteen hundred dollars (\$1,500.00) for a retired employee and twenty-five hundred dollars (\$2,500.00) for an active employee from the Trust Fund. A surviving spouse shall continue to receive the employee's benefit for the rest of the spouse's life. Survivor benefits under Section 5-10, Paragraph G, of Article 5 extend only for a surviving spouse and neither such surviving spouse nor the decedent's estate shall have any other claim on the fund.
  - H. Effective July 7, 2003, the fund will provide a long-term care benefit as the Trustees may determine.



- I. If the trust fund is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to fund. Such distribution shall be on a pro rata basis based upon the amount of their contribution to the fund less any disbursements they have received under Paragraph E hereof.
- J. Payments to retirees from the trust fund shall be in addition to current City contributions to retiree health insurance premiums.

## **Article 6. Miscellaneous**

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

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby. **In the event the decision of the court in *Cheatham, et al v. Gordon*, is stayed, reversed, vacated or otherwise not given effect in whole or in part, by any court, then the City agrees to meet and confer within 30 days of said ruling with Unit 5 to resolve any additional issues resulting from the ruling of the court. The basis for negotiations will be the document dated April 13, 2014, Proposed Unit 5 Addendum.**
- B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this M.O.U., and that this M.O.U. shall be administered in compliance with the FLSA for so long as the Act is applicable.
- C. Nothing contained in the Memorandum shall preclude the parties from being in compliance with the requirements of the Americans with Disabilities Act.

### **Section 6-2. Printing of M.O.U.**

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended. Printing of the M.O.U. shall be done by a Union printer only.

### **Section 6-3. Fire Watch**

- A. Whenever any private person or organization is required or seeks the service of off-duty Fire Department employees for fire watch, such work shall be first offered to those employees who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire Chief after consultation with the Union. In the event that no employee accepts such work, or in case of emergency, such work shall be offered

to qualified non-Unit employees. It is understood that the rate of payment shall be at one and one-half (1 ½) times the employee's base forty (40) hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at one and one-half (1 ½) times the non-Unit employee's base forty (40) hour rate. For purposes of Section 6-3, Article 6 only, the terms "qualified" is defined as follows:

1. "Qualified" shall mean any employee of the Fire Department who is familiar with the Fire Code and has successfully completed the Fire Watch training program provided by the Department.
2. "Emergency" shall mean any fire watch situation that cannot be pre-scheduled.

#### **Section 6-4. Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2014**, up to the beginning of the first regular pay period commencing in July **2016**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.
- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council or the City Manager.

*(signature page to be inserted here)*

DRAFT

## 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 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.

**ATTACHMENT "A"**  
**MONTHLY SALARIES**  
**Effective July 9, 2012**

**(This Attachment to be revised to add approved hourly rates and note that monthly salaries are estimates)**

<b><u>FIRE FIGHTER</u></b>	<b>STEP</b>	<b>SALARY*</b>
Assigned As A Recruit.....		\$3,859
Upon Graduation from Academy.....	1	\$3,859
6 Months		
After Graduation from Academy.....	2	\$3,956
1 ½ Years		
After Graduation from Academy.....	3	\$4,131
2 ½ Years		
After Graduation from Academy.....	4	\$4,260
3 ½ Years		
After Graduation from Academy.....	5	\$4,467
4 ½ Years		
After Graduation from Academy.....	6	\$4,706
5 ½ Years		
After Graduation from Academy.....	7	\$4,941
6 ½ Years		
After Graduation from Academy.....	8	\$5,197
7½ Years		
After Graduation from Academy.....	9	\$5,461
 <b><u>FIRE FIGHTER PARAMEDIC</u></b>		
Fire Fighter upon assignment as a Paramedic	21	\$4,941
Fire Fighter Paramedic after one year.	22	\$5,197
Fire Fighter Paramedic after two years.	23	\$5,569
Fire Fighter Paramedic after three years	24	\$5,728
Fire Fighter Paramedic after four years	25	\$6,018

**ATTACHMENT "A"**  
**MONTHLY SALARIES**  
**Effective July 9, 2012**

**(This Attachment to be revised to add approved hourly rates and note that monthly salaries are estimates)**

**ENGINEER**

Engineer upon promotion.....	1	\$5,437
Engineer six months after promotion.....	2	\$5,720
Engineer one and ½ years after promotion.....	3	\$5,992

**ENGINEER PARAMEDIC**

Engineer upon promotion.....	21	\$6,227
Engineer one year after promotion.....	22	\$6,498

**CAPTAIN**

Captain upon promotion.....	8	\$6,020
Captain after 1 year.....	9	\$6,321
Captain after 2 years.....	10	\$6,611

**CAPTAIN PARAMEDIC**

Captain upon promotion.....	21	\$6,526
Captain after 1 year.....	22	\$6,827
Captain after 2 years.....	23	\$7,118

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

Progression through these steps shall be in accordance with established regulations and the City's Pay Ordinance. It is understood that any time a member is promoted to another classification or assigned as a firefighter paramedic and is within a pay classification range, the member will proceed to the next higher step upon promotion or assignment.

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## CITY COUNCIL REPORT

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### COUNCIL REQUEST

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TO: Ed Zuercher  
City Manager

PACKET DATE: May 5, 2014

FROM: Mario Paniagua  
Budget and Research Director

SUBJECT: INFORMATION ON LABOR CONTRACTS - UNIT 3

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

#### THE ISSUE

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

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

#### OTHER INFORMATION

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

#### Average Cost of Contracts

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

- For Unit 3 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was \$196,796,000. With an estimated 2,960.2 Unit 3 members at the time, the estimated average compensation cost per member was \$66,481.
- For Unit 3 in the 2014-2016 MOU, the estimated total compensation after the proposed negotiated changes is \$198,714,000. With an estimated 2964.9 Unit 3 members, the estimated average proposed compensation per member is \$67,022. The budgetary savings provided by the concessions is \$4,897,000.

### Merit Cost

Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:

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

### Productivity Enhancement (Longevity) Pay Cost

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

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

### Days Off

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

<b>Years of Service</b>	<b>Vacation Days</b>
0-5	12 days
6-10	15 days
11-15	16.5 days
16-20	19.5 days
21+	22.5 days

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

### Pension

Councilman DiCiccio also asked about the amounts for “pension spiking” in each proposed MOU. In compliance with Council direction, the proposed MOU for Unit 3 for 2014-2016 no longer includes any pension spiking items identified in the action approved by the City Council on October 31, 2013. The proposed MOU removes from compensation for purposes of calculating pension benefits the sellbacks of leave accruals above vacation and sick leave “snapshot” dates. This is the only provision in the proposed MOU that was part of the Council-approved direction to end pension spiking.

### Command and Control

Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. For Unit 3, the automatic overtime and compensatory time provisions were removed in the proposed 2014 MOU and the economic value of that time was exchanged for vacation leave hours back to each employee in the unit.

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

### RECOMMENDATION

This report is for information only.

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## CITY COUNCIL REPORT

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### COUNCIL REQUEST

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TO: Ed Zuercher  
City Manager

PACKET DATE: May 5, 2014

FROM: Mario Paniagua  
Budget and Research Director

SUBJECT: INFORMATION ON LABOR CONTRACTS - UNIT 5

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

#### THE ISSUE

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

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

#### OTHER INFORMATION

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

#### Average Cost of Contracts

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

- For Unit 5 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was \$213,765,000. With an estimated 1,557.0 Unit 5 members at the time, the estimated average compensation cost per member was \$137,293.
- For Unit 5 in the 2014-2016 MOU, the estimated total compensation after the proposed negotiated changes is \$221,025,000. With an estimated 1,544.0 Unit 5 members, the estimated average proposed compensation per member is \$143,151. The budgetary savings provided by the concessions is \$5,424,000.

### Merit Cost

Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:

- For Unit 5, the total cost for merit increases from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$1,364,000. For Fiscal Year 2013-2014, the total cost was \$1,563,000.
- For Unit 5, the total estimated cost for merit increases from all funds in Fiscal Year 2014-2015 is \$1,597,000. For Fiscal Year 2015-2016, the total estimated cost is \$1,597,000.

### Productivity Enhancement (Longevity) Pay Cost

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

- For Unit 5, the total cost for productivity enhancement pay from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$2,096,000. For Fiscal Year 2013-2014, the total cost was \$2,249,000.
- For Unit 5, the total estimated cost for productivity enhancement pay from all funds in Fiscal Year 2014-2015 is \$2,354,000. For Fiscal Year 2015-2016, the total estimated cost is \$2,354,000.

### Days Off

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

<b>Years of Service</b>	<b>Vacation Days</b>
0-5	12 days
6-10	15 days
11-15	16.5 days
16-20	19.5 days
21+	22.5 days

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

### Pension

Councilman DiCiccio also asked about the amounts for “pension spiking” in each proposed MOU. In compliance with Council direction, the proposed MOU for Unit 5 for 2014-2016 no longer includes any pension spiking items identified in the action approved by the City Council on October 31, 2013. The proposed MOU removes from compensation for purposes of calculating pension benefits: the sellbacks of leave accruals above vacation and sick leave “snapshot” dates; and enhanced regular compensation periodic payments for public safety personnel. These two provisions in the proposed MOU were the only elements that were part of the Council-approved direction to end pension spiking.



### Command and Control

Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. For Unit 5, the automatic overtime and compensatory time provisions were removed in the proposed 2014 MOU and the economic value of that time was exchanged for vacation leave hours back to each employee in the unit.

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

### RECOMMENDATION

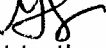
This report is for information only.



## City of Phoenix

To: Mayor and City Council

Date: May 6, 2014

From: Ginger Spencer   
Special Assistant to the City Manager

Subject: FORMAL AND SPECIAL AGENDAS OF MAY 7, 2014

### BACKUP INFORMATION TO THE FORMAL MEETING

Item 21	Page 32	Citywide	Ordinance S-40784 - Payment Ordinance 7th Avenue Melrose Gateway Feature
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See attached memo from the Acting Street Transportation Director.

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### BACKUP INFORMATION TO THE SPECIAL MEETING

Item S-5	Page 101	Citywide	Request to Withdraw - Resolution 21226 - Unresolved Issues Between the City of Phoenix and AFSCME Local 2384 (Unit 2)
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See attached memo from the Senior Executive Assistant to the City Manager.

Item S-5.1		Citywide	Add-on RCA - Public Comment - Proposed MOU Between the City of Phoenix and AFSCME Local 2384 (Unit 2)
Item S-5.2		Citywide	Add-on RCA - Resolution 21228 - MOU Between the City of Phoenix and AFSCME Local 2384 (Unit 2)
Item S-5.2		Citywide	Resolution 21228 - MOU Between the City of Phoenix and AFSCME Local 2384 (Unit 2)

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

See attached report from the Acting City Attorney.

**ADDITIONAL INFORMATION**

Information on Labor Contracts - Unit 2

Information on Labor Contracts - Unit 4

Response to Council Member Requests for Information

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## CITY COUNCIL REPORT

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### FORMAL AGENDA

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TO: Rick Naimark  
Deputy City Manager

AGENDA DATE: May 7, 2014

FROM: Ray Dovalina  
Acting Street Transportation Director

ITEM: 21 PAGE: 32

SUBJECT: ORDINANCE S-40784 - PAYMENT ORDINANCE - 7TH AVE MELROSE  
GATEWAY FEATURE

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This report provides back up information to May 7, 2014 Formal Agenda Item 21, a payment ordinance related to the Melrose District gateway feature across 7th Avenue just north of Indian School Road.

This item was continued from the April 30, 2014 Formal agenda.

#### THE ISSUE

The Melrose District is a growing business district along 7th Avenue between Indian School Road and Campbell Avenue. The area features coffee shops, antique and vintage stores, and restaurants. In December 2012, the Seventh Avenue Merchants Association requested that City staff explore the possibility of erecting a gateway feature as a branding mechanism for the Melrose District. Staff researched the request and developed an estimated cost for design and construction. No funding for construction of the project was available in the Capital Improvement Program at that time.

During the 2013 budget approval process, Street Transportation staff was asked to make a list of unfunded projects to present to City Council for funding consideration. The Melrose Gateway Feature was one of the projects submitted to the public for discussion at the 2013-2014 budget hearings, and it was funded by the City Council with the approval of the budget and Capital Improvement Programs.

Staff worked with the Seventh Avenue Merchants Association and other stakeholders to create a design that would add a distinctive artistic element to the area. The feature was constructed using an 80-foot steel truss structure with 24-foot columns. Lit at night, the sign lettering mirrors Seventh Avenue's distinctive curve in the Melrose district.

#### DESIGN AND CONSTRUCTION CONTRACTS

The Weitz Company was the contractor for the project, with Gensler as the prime consultant and architect, and the firms of Aztec Engineering Group, PK Associates, and Henderson Engineers served as the design team.

Weitz Company was contracted for construction of the project through an existing Job Order Contract (JOC) for City General Construction Services Over \$250,000. The contractors for the JOC were chosen through a qualifications-based selection process authorized by Title 34 of the Arizona Revised Statutes as managed by the City Engineer and awarded by City Council on October 21, 2009.

Gensler was selected from the City's Architectural On-Call Services to provide design and construction administration for the Melrose District Gateway Feature. The Architectural On-Call Services contracts were chosen through a qualifications-based selection process authorized by Title 34 of the Arizona Revised Statutes as managed by the City Engineer and awarded by City Council on May 18, 2011.

The Council award for both the JOC and Architectural On-Call Services included authorization for "...the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all utilities-related design and construction agreements, licenses, permits and requests for utility services relating to the development, design and construction of the project."

### UTILITY INFORMATION

Through the authorization granted by Council Approval of the JOC and Architectural On-Call Services Contracts, Arizona Public Service was contracted to provide utility-related services to bring the project area up to current utility and lighting standards. This included undergrounding overhead utility lines, replacing substandard wooden poles, installing LED street lights and providing the electrical power for the Melrose Gateway Feature. The LED lighting for the feature is provided as an unmetered streetlight service. The total cost of the APS work is \$10,284.68. Since the invoice exceeds \$8600, the threshold above which City Council approval is required, a payment ordinance was submitted for City Council approval prior to payment (Phoenix City Charter, Ch. IV, Sec. 12 and City Code, Chapter 2, 4b).

### OTHER INFORMATION

The design for the feature was completed in July 2013. Construction started at that time and was completed in November 2013. An event to celebrate the installation of the feature was held on November 20, 2013. The design and construction administration of the gateway feature cost \$82,092.63, construction was \$390,460.00 and utility costs were \$10,284.68 for a total cost of \$482,837.31. The project was funded with Capital Construction Funds, which are generated by a utility tax on telecommunication services.

### RECOMMENDATION

May 7, 2014 Formal Agenda item 21 requests authorization for the City Controller to disburse funds in an aggregate amount not to exceed \$10,284.68 to Arizona Public Service, for payment of electric construction services provided in support of the 7th Avenue Melrose Gateway Feature project, for the Street Transportation Department. Funding sources for this expense is the Capital Construction Fund.



## City of Phoenix

To: Ed Zuercher  
City Manager


Date: May 6, 2014

From: Lionel Lyons  
Senior Executive Assistant to the City Manager

Subject: REQUEST TO WITHDRAW ITEM S-5 FROM THE MAY 7 SPECIAL AGENDA

This memo requests approval to withdraw Item S-5: "RESOLUTION 21226-UNRESOLVED ISSUES BETWEEN THE CITY OF PHOENIX AND AFSCME LOCAL 2384 (Unit 2)" on the May 7, 2014 Special Agenda.

This item has been replaced with add-on items, number S-5.1 and S-5.2. A tentative agreement was signed with Unit 2 on the afternoon of May 6, 2014 and the MOU is recommended for approval by the Mayor and City Council.

  
\_\_\_\_\_  
Ed Zuercher, City Manager

5/6/14  
Date

**CITY OF PHOENIX  
REQUEST FOR COUNCIL ACTION**

**Complete this form per A.R. 4.11.**

**Refer to the City Council Agenda Process Reference Guide for Assistance**

<b>ACTION REQUESTED</b>	Formal Action:	<b>OR</b>	Legal Document:	
	Bid Award	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>
	License Application	<input type="checkbox"/>	Amend City Code?	<input type="checkbox"/>
	Public Hearing	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
	Other	<input type="checkbox"/>	Emergency Clause? (for use only w/ord. or res. requests)	<input type="checkbox"/>

<b>IMPACTED DISTRICT(S)</b>	CITYWIDE	<b>ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?</b>	<input checked="" type="checkbox"/>
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<b>SUBJECT</b>	PUBLIC COMMENT ON THE PROPOSED MOU BETWEEN THE CITY OF PHOENIX AND AFSCME LOCAL 2384 (UNIT 2)
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<b>REQUESTED AGENDA DATE</b>	5/7/2014	<b>PREPARED BY</b>	Name	Cindy Bezaury
			Department	Human Resources
			Phone	2-7546

<b>APPROVALS</b>	Division Head:	Cindy Bezaury	If prepared for another department: Department Name:
	Department Head:	Lionel D. Lyons	
			Approval:

<b>BID AWARD INFORMATION</b>	Bid Surety Required?	<input type="checkbox"/>	Performance Surety Required	<input type="checkbox"/>
	Submitted by Low Bidder?	<input type="checkbox"/>	Amount?	
	Contract Required?	<input type="checkbox"/>	Requisition No.	

<b>CONTRACT INFORMATION</b>	Contract Amendment?	<input type="checkbox"/>	Sole Source Contract?	<input type="checkbox"/>
	If Yes, Current Contract No. _____			
	Approved by:	Ordinance	<input type="checkbox"/>	on Date: _____
		Resolution	<input type="checkbox"/>	
	Formal Action	<input type="checkbox"/>		

<b>BUDGET INFORMATION</b>	\$ _____	To Be Encumbered?	<input type="checkbox"/>
	Source of Funds:	Fiscal Year?	_____
	Fund Center(s) (SAP-FM):		
	Commitment Item(s) (SAP-FM):		

<b>CITY MANAGER'S OFFICE</b>	<b>Approved by</b> Ed Zuercher	CM Control No.
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<b>CITY CLERK DEPARTMENT</b>	Council Action Taken:		
	Ordinance Number:	RCA No.	_____
	Resolution Number:	Contract No.	_____
	Comments:	Meeting Date	_____
	Item No.	S-5.1	

**PROPOSED ADD-ON  
SPECIAL COUNCIL MEETING  
ITEM S-5.1  
DATE: MAY 7, 2014,  
AT 3:30 P.M.**

**ITEM**

**CITYWIDE**

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**PUBLIC COMMENT -  
PROPOSED MOU BETWEEN  
THE CITY OF PHOENIX AND  
AFSCME LOCAL 2384 (UNIT 2)**

Request to receive public comment on the terms of the proposed MOU between the City of Phoenix and AFSCME Local 2384 (Unit 2). Section 2-218(G) of the Meet and Confer Ordinance provides that a proposed Memorandum of Understanding (MOU) be filed with the City Clerk following its ratification by the employee organization. "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."

The proposed Memorandum of Understanding between the City of Phoenix and the American Federation of State, County, and Municipal Employees, AFSCME Local 2384 (Unit 2), which is pending ratification, will be on file with the City Clerk. This item provides the required opportunity for public comment on the terms of the MOU.

This item is recommended by Mr. Zuercher and the Human Resources Department.



**CITY OF PHOENIX  
REQUEST FOR COUNCIL ACTION**

**Complete this form per A.R. 4.11.**

**Refer to the City Council Agenda Process Reference Guide for Assistance**

<b>ACTION REQUESTED</b>	Formal Action:	<b>OR</b>	Legal Document:
	Bid Award <input type="checkbox"/>		Ordinance <input type="checkbox"/>
	License Application <input type="checkbox"/>		Amend City Code? <input type="checkbox"/>
	Public Hearing <input type="checkbox"/>		Resolution <input checked="" type="checkbox"/>
	Other <input type="checkbox"/>		Emergency Clause? <input type="checkbox"/> (for use only w/ord. or res. requests)

<b>IMPACTED DISTRICT(S)</b>	CITYWIDE	<b>ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?</b>	<input type="checkbox"/>
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<b>SUBJECT</b>	APPROVING THE MOU BETWEEN THE CITY OF PHOENIX AND AFSCME, LOCAL 2384 (UNIT 2)
----------------	-------------------------------------------------------------------------------

<b>REQUESTED AGENDA DATE</b>	5/7/2014	<b>PREPARED BY</b>	Name	Cindy Bezaury
			Department	Human Resources
			Phone	2-7546

<b>APPROVALS</b>	Division Head:	Cindy Bezaury	If prepared for another department: Department Name:
	Department Head:	Lionel D. Lyons	
			Approval:

<b>BID AWARD INFORMATION</b>	Bid Surety Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>
	Submitted by Low Bidder? <input type="checkbox"/>	Amount? _____
	Contract Required? <input type="checkbox"/>	Requisition No. _____

<b>CONTRACT INFORMATION</b>	Contract Amendment? <input type="checkbox"/>	Sole Source Contract? <input type="checkbox"/>
	If Yes, Current Contract No. _____	
	Approved by:	Ordinance <input type="checkbox"/>
		Resolution <input type="checkbox"/>
	Formal Action <input type="checkbox"/>	on Date: _____

<b>BUDGET INFORMATION</b>	\$ _____	To Be Encumbered? <input type="checkbox"/>
	Source of Funds: _____	Fiscal Year? _____
	Fund Center(s) (SAP-FM): _____	
	Commitment Item(s) (SAP-FM): _____	

<b>CITY MANAGER'S OFFICE</b>	<b>Approved by</b>	CM Control No.
	Ed Zuercher	

<b>CITY CLERK DEPARTMENT</b>	Council Action Taken:	
	Ordinance Number:	RCA No.
	Resolution Number: 21228	Contract No.
	Comments:	Meeting Date
	Item No.	S-5.2

**PROPOSED ADD-ON  
SPECIAL COUNCIL MEETING  
ITEM S-5.2  
DATE: MAY 7, 2014,  
AT 3:30 P.M.**

**ITEM**

**CITYWIDE**

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**RESOLUTION 21228 -  
MOU BETWEEN THE CITY  
OF PHOENIX AND AFSCME  
LOCAL 2384 (UNIT 2)**

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Request to approve the MOU between the City of Phoenix and AFSCME Local 2384 (Unit 2). 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) is being considered by the organization's membership. A copy of the proposed MOU, which is pending ratification, will be filed with the City Clerk and an opportunity for public comment has been requested as an agenda item preceding this resolution.

This item is recommended by Mr. Zuercher and the Human Resources Department.

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**CITY COUNCIL REPORT**

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**SPECIAL AGENDA**

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TO: Ed Zuercher  
City Manager

AGENDA DATE: May 7, 2014

THRU: Lionel D. Lyons  
Human Resources Director

ITEM: S-5.2

FROM: Cindy Bezaury  
Labor Relations Administrator

SUBJECT: RESOLUTION 21228 APPROVING THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME 2384  
(UNIT 2) MOU

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This report is submitted as back-up information to Item S-5.2 on the Special City Council agenda of May 7, 2014, for the resolution approving the Memorandum of Understanding (MOU) between the City of Phoenix and the American Federation of State, County and Municipal Employees, AFSCME 2384 (Unit 2).

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

Attachment:

Proposed MOU between the City of Phoenix and the American Federation of State, County and Municipal Employees, AFSCME 2384 (Unit 2)

**MEMORANDUM OF UNDERSTANDING**

**2014 - 2016**

**CITY OF PHOENIX**

**AND**

**AMERICAN FEDERATION OF STATE,**

**COUNTY**

**AND MUNICIPAL EMPLOYEES**

**LOCAL 2384, AFL-CIO**

**COVERING**

**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 neuter, 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 AFSCME Local 2384 unit members will have the opportunity to voluntarily donate vacation leave time to a Bank of Donated Leave one time 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 the members of AFSCME Local 2384 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 2384 bank of hours; AFSCME Local 2384 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 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.**

#### **H. 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.**

#### **I. 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.**

#### **A. 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.

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

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

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.

## **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.
- 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. 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 member shall reduce his 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. 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.
- 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.

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.

The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards.

- 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. **Continue 2012 – 2014 MOU Concessions.** During the term of this agreement the remaining 2012 – 2014 MOU concessions will be continued: suspension of compensatory time conversion benefit, suspension of “12-hour rule” for overtime benefit, fifty percent (50%) suspension of vacation sell-back, and employer deferred compensation is reduced by 1.95%.
- B. **2014 - 2016 Concessions.** The following concessions will be applied: in the first year -two (2) furlough days totaling 18 hours the first year, 3 (three) 8-hour unpaid holidays, and eliminate union training reimbursement; and in the second year - an additional one (1) 8-hour furlough day the second year and an additional two (2) 8-hour unpaid holidays.
- C. **MOU Reopener on section 3-1:** If the City projects a 2015-16 General Fund surplus\* of \$10 million or more, upon request by the labor unit, the City will be required to negotiate with the unit to determine a portion of the surplus be used to provide one-time compensation in fiscal year 2015-16. The agreed upon portion will be used to determine the one-time compensation payment

in the General Fund, which will then be also applied to positions across all funds in the City.

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

- D. 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.
- E. 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.
- F. 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.
- G. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

H. **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.

### **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. This twelve (12) hour rule was suspended in 2010-2012 concession agreement. This suspension remains in effect through the 2014-2016 agreement.

- 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.

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

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

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

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

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

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

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

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

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

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

### **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.

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

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

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses,

retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

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

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

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

The City will contribute 3.6% of the annual base wage to a deferred compensation fund for each Unit employee for each year of the M.O.U.

The Deferred Compensation Program benefit was reduced by 2.9% to .7% in the 2010-2012 concession agreement and restored by 0.95% in the 2012-2014 agreement. The balance of the 1.95% reduction remains in effect through the 2014 – 2016 agreement.

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

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

- A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.
- 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 held after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91<sup>st</sup> Ave. Treatment Plant

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

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

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

#### 4. Annual Bump/Bid Completion

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

#### 5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing 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 August 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.

### **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 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 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

**On July 1, 2014 and July 1, 2015, every unit member 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.

The May vacation sell-back benefit (40 hours) was suspended in the 2010 – 2012 concession agreement. This suspension remains in effect through the **2014 – 2016** agreement.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member. 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, by separate voucher, 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.

## **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 State of Arizona.

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.

## **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, 2012 up to June 30, 2014, 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.

## **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.

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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 <sup>nd</sup> Ave. 22 <sup>nd</sup> Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 <sup>th</sup> St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 <sup>rd</sup> Ave. & Durango 91 <sup>st</sup> Ave. Plant
Water Pollution Control Wastewater Collection	52 <sup>nd</sup> St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 <sup>st</sup> Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 <sup>nd</sup> St. & Thomas Phoenix Wells West

**ATTACHMENT A - CONTINUED**  
(Subject to Reallocation)

Site Steward Allocations

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

Chief Steward Allocations

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

Lead Steward Allocations

Department

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

## **Attachment B (Relating to Vacation Leave)**

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

### **Section 3-4 (Continued)**

#### **A. Final Average Compensation and Vacation Leave**

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

such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the 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.



## **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.**

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## CITY COUNCIL REPORT

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### SPECIAL AGENDA

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TO: Ed Zuercher  
City Manager

AGENDA DATE: May 7, 2014

FROM: Daniel L. Brown  
Acting City Attorney

ITEM: S-6 PAGE: 101

SUBJECT: RESOLUTION 21227 - COUNCIL ACTION ON UNRESOLVED ISSUES  
BETWEEN THE CITY OF PHOENIX AND PLEA (UNIT 4)

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This report provides backup information on Item S-6 on the May 7, 2014 Special City Council agenda regarding the action by which Council will impose terms and conditions of employment for the Phoenix Law Enforcement Association, PLEA (Unit 4). It is recommended that Council take action to impose the following as terms and conditions of employment for Unit 4:

#### TENTATIVE AGREEMENTS (RESOLVED ISSUES)

Through the Meet and Confer process, Unit 4 and the City were able to come to agreement on a number of issues that were memorialized in a Tentative Agreement ("TA") signed by both parties. The list of signed TA's and related issues follows:

- TA1: Article 5, Section 3-9: Defined distribution process for sick leave payouts;
- TA2: Article 1, Section 1-1: Language modification;
- TA3: Article 5, Section 5-1: Added "or the State of Arizona" regarding legislation impacting health insurance;
- TA4: Article 5, Section 5-1A: Language modification;
- TA5: Article 3, Section 3-9: Modified Labor Management meetings to include discussing alternatives to Union's participation in City's Deferred Compensation Plans;
- TA6: Article 3, Section 3-1A, Pension: Deletes Longevity Program Evaluation paragraph;
- TA7: Article 5, Section 5-7: Modifies date references to reflect new contract years;
- TA8: Article 3, Section 3-1D: Requires ACDHH certification for sign language interpretation;
- TA9: Article 3, Sections 3-1A: Productivity Enhancement Pay bi-weekly processing and retitle and reorganize section;

- TA10: Package TA1: Redrafted Rights of Union Section; Addendum; savings clause revisions; benefit of non-direct payment items; and distribute an additional seven hours of Vacation Leave to employees in Unit 4; AND
- TA11: Package TA2: Patrol Work Schedule; SID Bureau Manual language; coaching may be a mitigating factor; Labor Management Committee: discuss Paid Time Off; Labor Management Committee: discuss Health Care.

### UNRESOLVED ISSUES

The following issues remain unresolved between UNIT 4 and the City:

- LEAVE PAYMENTS

- City's proposal: Eliminate monthly Vacation and Sick Leave payments' eligibility for pension.

**OR**

- Unit 4's proposal: Continue pension benefit items for all current employees; new employees after July 1, 2014 would not be entitled to this benefit.

- UNIFORM ALLOWANCE

- City's proposal: Eliminate Uniform Allowance eligibility for pension.

**OR**

- Unit 4's proposal: Continue pension benefit items for all current employees; new employees after July 1, 2014 would not be entitled to this benefit.

- ECONOMICS

- City's proposal: Continue current 1.6% economic concessions; for fiscal year 2014-2015, impose additional concessions of 1.6% by freezing merit pay increases, freezing Productivity Pay Enhancement Pay increases, eliminating selling vacation hours on a holiday, suspending additional PEHP plan payments, reducing the Annual Uniform Allowance by \$70, eliminate the pensionability of Public Safety Enhancement Pay for Vacation and Sick leave, reduce Deferred Compensation; for the fiscal year 2015-2016, impose additional concessions of .9% by continuing to freeze merit pay increases and continuing to freeze Productivity Enhancement Pay increases.

**OR**

- UNIT 4's proposal: No increase in the first year and 3.6% increase in the second year as recommended by the fact finder.

### OPTION FOR UNIT 4 RATIFICATION/MOU

If Unit 4 chooses to ratify the terms and conditions of employment imposed by the City Council before May 20, 2014, the City Manager is authorized to execute a Memorandum of Understanding for the City that is consistent and in accordance with the terms and conditions imposed by Council.

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## CITY COUNCIL REPORT

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### COUNCIL REQUEST

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TO: Ed Zuercher  
City Manager

PACKET DATE: May 6, 2014

FROM: Mario Paniagua  
Budget and Research Director

SUBJECT: INFORMATION ON LABOR CONTRACTS - UNIT 2

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This report provides information requested at the April 22, 2014 Policy Session regarding labor contracts. A tentative agreement has been reached for Unit 2, AFSCME Local 2384. The information below is based on the tentative agreement. This report is for information only.

#### THE ISSUE

At the April 22, 2014 Policy Session, Councilman DiCiccio requested specific information regarding proposed Fiscal Years 2014-2016 labor contracts and comparisons to Fiscal Years 2012-2014 contracts. At the May 7 Formal meeting, the City Council will discuss the proposed Memorandum of Understanding (MOU) for Unit 2, AFSCME Local 2384. Responses to the questions asked by Councilman DiCiccio are provided below for Unit 2 based on the tentative agreement.

#### OTHER INFORMATION

The proposed MOU with Unit 2 reduces total compensation by 1.6 percent in 2014-2015 and an additional 0.9 percent in 2015-16.

#### Average Cost of Contracts

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

- For Unit 2 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was \$160,277,000. With an estimated 1,913.8 Unit 2 members at the time, the estimated average compensation cost per member was \$83,748.
- For Unit 2 in the proposed 2014-2016 MOU, the estimated total compensation is \$156,422,000. With an estimated 1,857.1 Unit 2 members, the estimated average proposed compensation per member is \$84,229. The budgetary savings provided by the concessions is \$3,878,000.

#### Merit Cost

Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:

- For Unit 2, the total cost for merit increases from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$660,000. For Fiscal Year 2013-2014, the total cost was \$676,000.

- For Unit 2, the total estimated cost for merit increases from all funds in Fiscal Year 2014-15 is \$648,000. For Fiscal Year 2015-2016, the total estimated cost is \$684,000.

Productivity Enhancement (Longevity) Pay Cost

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

- For Unit 2, the total cost for productivity enhancement pay from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$2,349,000. For Fiscal Year 2013-2014, the total cost was \$2,433,000.
- For Unit 2, the total estimated cost for productivity enhancement pay from all funds in Fiscal Year 2014-2015 is \$2,438,000. For Fiscal Year 2015-2016, the total estimated cost is \$2,438,000.

Days Off

Councilman DiCiccio asked about the number of days off included in the 2012 MOUs compared to the number of days off included in the proposed 2014 MOUs. The proposed MOU for Unit 2 specifies 11.5 holidays, 3 personal leave days, and 15 days of sick leave. In addition, vacation hours are accrued at the following rate, based on years of service:

<b>Years of Service</b>	<b>Vacation Days</b>
0-5	12 days
6-10	15 days
11-15	16.5 days
16-20	19.5 days
21+	22.5 days

In addition, the proposed MOU for Unit 2 specifies that members accept the economic value of full time release and union release hours in exchange for vacation leave hours to be returned to each employee in Unit 2. This was negotiated instead of wages or other benefits that would impact the General Fund. For Unit 2, each member will receive an additional 8 hours of vacation time in exchange for not having full time release or union release hours.

Pension

Councilman DiCiccio also asked about the amounts for “pension spiking” in each proposed MOU. In compliance with Council direction, the proposed MOU for Unit 2 for 2014-16 would not include any pension spiking items identified in the action approved by the City Council on October 31, 2013. The proposed MOU removes from compensation for purposes of calculating pension benefits the sellbacks of leave accruals above vacation and sick leave “snapshot” dates. This is the only provision in the proposed MOU that is part of the Council-approved direction to end pension spiking.

Command and Control

Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. It is proposed that for Unit 2 the automatic overtime and compensatory time provisions be removed in the proposed 2014 MOU and the economic value of that time be exchanged for vacation leave hours back to each employee in the unit.

The proposed Unit 2 MOU now includes accountability to the Human Resources Department Labor Relations Administrator for all paid City Business union activity. The proposed 2014 MOU language regarding union release time is in Article 1, Section 1-3 of the proposed MOU with AFSCME Local 2384 (Unit 2) which is available as a backup report to the May 7, 2014 Formal meeting agenda.

### RECOMMENDATION

This report is for information only.

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## CITY COUNCIL REPORT

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### COUNCIL REQUEST

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TO: Ed Zuercher  
City Manager

PACKET DATE: May 6, 2014

FROM: Mario Paniagua  
Budget and Research Director

SUBJECT: INFORMATION ON LABOR CONTRACTS - UNIT 4

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This report provides information requested at the April 22, 2014 Policy Session regarding labor contracts. No tentative agreement has been reached for Unit 4, PLEA. The information below is provided based on the City's proposal. This report is for information only.

#### THE ISSUE

At the April 22, 2014 Policy Session, Councilman DiCiccio requested specific information regarding proposed Fiscal Years 2014-2016 labor contracts and comparisons to Fiscal Years 2012-2014 contracts. At the May 7 Formal meeting, the City Council will discuss proposals for the terms of the Memorandum of Understanding (MOU) for Unit 4, PLEA. Responses to the questions asked by Councilman DiCiccio are provided below for Unit 4 based on the City's proposal.

No tentative agreement has been reached with Unit 4 on the terms of the 2014-2016 MOU. The below information is provided based on the City's proposal.

#### OTHER INFORMATION

The City has proposed a two-year MOU with Unit 4 that reduces total compensation by 1.6 percent in 2014-2015 and an additional 0.9 percent in 2015-2016.

#### Average Cost of Contracts

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

- For Unit 4 in the 2012-2014 MOU, the estimated total compensation after negotiated changes was \$335,357,000. With an estimated 2,467.0 Unit 4 members at the time, the estimated average compensation cost per member was \$126,693.
- For Unit 4 in the City's proposal for the 2014-2016 MOU, the estimated total compensation is \$332,896,000. With an estimated 2,463.0 Unit 4 members, the estimated average proposed compensation per member is \$135,159. The budgetary savings provided by the concessions is \$8,224,000.



### Merit Cost

Councilman DiCiccio asked about the average cost of merit increases in each fiscal year from 2012 through 2015:

- For Unit 4, the total cost for merit increases from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$2,279,000. For Fiscal Year 2013-2014, the total cost was \$2,410,000.
- For Unit 4, the total estimated cost for merit increases from all funds in Fiscal Year 2014-2015 is \$2,532,000. For Fiscal Year 2015-2016, the total estimated cost is \$2,532,000.

### Productivity Enhancement (Longevity) Pay Cost

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

- For Unit 4, the total cost for productivity enhancement pay from all funds (General, Enterprise, Special, Grant) in Fiscal Year 2012-2013 was \$3,156,000. For Fiscal Year 2013-2014, the total cost was \$3,310,000.
- For Unit 4, the total estimated cost for productivity enhancement pay from all funds in Fiscal Year 2014-2015 is \$3,687,000. For Fiscal Year 2015-2016, the total estimated cost is \$3,687,000.

### Days Off

Councilman DiCiccio asked about the number of days off included in the 2012 MOUs compared to the number of days off included in the proposed 2014 MOUs. For Unit 4, the City's proposal for the MOU specifies 11 holidays, 2.5 personal leave days, and 15 days of sick leave. In addition, vacation hours are accrued at the following rate, based on years of service:

<b>Years of Service</b>	<b>Vacation Days</b>
0-5	12 days
6-10	15 days
11-15	16.5 days
16-20	19.5 days
21+	22.5 days

In addition, the City has proposed that Unit 4 members accept the economic value of full time release and union release hours in exchange for vacation leave hours to be returned to each employee in Unit 4. This was negotiated instead of wages or other benefits that would impact the General Fund. For Unit 4, it is proposed that each member will receive an additional 7 hours of vacation time in exchange for not having full time release or union release hours.

### Pension

Councilman DiCiccio also asked about the amounts for "pension spiking" in each proposed MOU. In compliance with Council direction, the City's proposal for the Unit 4 MOU for 2014-16 would not include any pension spiking items identified in the action approved by the City Council on October 31, 2013. The City's proposal for the MOU removes from compensation for purposes of calculating pension benefits: the sellbacks of leave accruals above vacation and sick leave "snapshot" dates; and enhanced regular compensation periodic payments for public safety personnel. These

two provisions in the proposed MOU were the only elements that were part of the Council-approved direction to end pension spiking.

#### Command and Control

Councilman DiCiccio asked about the “command and control features” in each MOU in 2012 and 2014. It is proposed that for Unit 4 the automatic overtime and compensatory time provisions be removed in the proposed 2014 MOU and the economic value of that time be exchanged for vacation leave hours back to each employee in the unit.

The City's proposal for the Unit 4 MOU includes accountability to the Human Resources Department Labor Relations Administrator for all paid City Business union activity. The City's proposal for the PLEA 2014 MOU language regarding union release time is similar to language in Article 1, Section 1-3 for the MOUs for Unit 1, Unit 3, and Unit 5, which are available with the City Clerk.

#### RECOMMENDATION

This report is for information only.

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## CITY COUNCIL REPORT

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### COUNCIL REQUEST

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TO: Ed Zuercher  
City Manager

PACKET DATE: May 6, 2014

FROM: Mario Paniagua  
Budget and Research Director

SUBJECT: CITY COUNCIL REQUEST FOR ADDITIONAL INFORMATION

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At the April 30, 2014 Council Formal meeting, Council members asked for data and explanations of the City's expenditures on public information, government relations, City memberships, travel, and conferences. Additionally, this report responds to information requested regarding the elimination of vacant positions.

Following are the 2014-2015 budgeted numbers for General Fund expenses in these categories, along with an explanation of the expenditures:

#### Public Information Office

The total 2014-2015 budget in the General Fund for public information staff not in the Public Information Office (PIO) is \$1,131,000. The total for PIO, including PHX11, is \$2,072,000, which is funded entirely from cable television licensing fees. Those fees are part of the General Fund except the portion of the funds for Know99. The total budget for PIO and public information staff in other departments totals \$3,203,000.

The most important job of the City is to provide outstanding services and critical to that job is communicating and providing transparency to our residents about those services. Public information expenditures on personnel and materials allow us to provide the [phoenix.gov](http://phoenix.gov) website, offer broadcasts of Council meetings and communicate about services on PHX11, update the public on changing conditions with our services, respond to public records requests (as required by state law), provide clear written and broadcast information about how to access our services and even market the City to raise new revenues. In 2012-2013, the Public Information Office's Marketing Partnership Program generated more than \$500,000 for the General Fund. Staff also helps residents and business access City services and assist with economic development by creating and providing promotional and marketing materials.

PIO provides services to the following departments:

- Budget & Research
- City Auditor
- City Clerk
- City Council
- City Manager's Office
- Community and Economic Development

- Emergency Management
- Environmental Programs
- Equal Opportunity
- Finance
- Government Relations
- Housing
- Human Resources
- Human Services
- Information Technology Services
- Law
- Neighborhood Services
- Office of Arts & Culture
- Planning & Development
- Public Works

Detailed programmatic information on the Public Information Office from the Inventory of Programs is attached.

### Government Relations

The City's General Fund expenditures of \$1,401,000 on intergovernmental relations activities span city, county, regional, state, tribal, and national interests. This includes staff, City dues and assessments for the Maricopa Association of Governments and the League of Arizona Cities and Towns and contracted federal and state lobbyists. The General Fund portion of the state contracts total \$162,000. The General Fund portion of the federal contracts total \$80,000. Government Relations staff also provides centralized assistance for grants from government and private entities, including tribal gaming resources returned to the community. In FY 2012-13, the city received approximately \$117,414,120 in grant awards:

- \$77,418,399 in federal funding
- \$35,374,577 in state funding
- \$1,332,750 in other funding
- \$3,111,934 in private funding
- \$176,460 in tribal 12% gaming funding

The department's efforts in Washington D.C. assist the City in connecting not only with elected leadership but also the federal legislative and agency staff who make many of the decisions on grants, policy and program allocations. Successful work includes COPS and SAFER public safety grants; significant funding for bus and light rail transit; defense of Phoenicians' fair share in federal allocations for human services, Head Start, funding for elderly and low income energy assistance, housing and community development block grants; and work to enhance biomedical industry and medical education in Phoenix. On the state level, department staff allow us to track hundreds of bills annually that may have an impact on City operations, revenues or regulations. Detailed programmatic information on Government Relations from the Inventory of Programs is attached.

## City Memberships

The majority of the \$542,000 in General Fund City membership expenditures are accounted for by the Maricopa Association of Governments, the League of Arizona Cities and Towns, the National League of Cities and the US Conference of Mayors. Additionally, the costs for memberships of Maricopa Association of Governments (\$72,000), the League of Arizona Cities and Towns (\$142,000), and Westmarc (\$9,000) are paid from the Government Relations Office budget and therefore included in the amount previously provided in this report under 'Government Relations'. As the 6th largest City in the United States and the largest city in Maricopa County and Arizona, Phoenix has a strong need to maintain a statewide and national presence in critical policy areas. Each of these organizations provides significant policy roles as well as forums for grant and program opportunities. In MAG, significant transportation resources are made available through participation in dividing up federal and regional funding. Between FY 2011 and FY 2015, the City received approximately \$117 million in grants and federal funds distributed through MAG participation.

The National League of Cities (NLC) works in partnership with the 49 state municipal leagues to serve as a resource to and an advocate for the more than 19,000 cities and towns it represents. The NLC advocates for cities and towns in Washington, D.C. through legislative and regulatory contact and grassroots campaigns. They provides opportunities for involvement and networking to help city officials seek ideas, share solutions, and find common ground. And, the NLC keeps leaders informed of critical issues that affect municipalities and warrant action by local officials. Over the years, City of Phoenix elected officials have served in numerous leadership roles in the organization. In 2011, the NLC held their Congress of Cities and Exposition at the Phoenix Convention Center.

The League of Arizona Cities and Towns (League), a voluntary membership organization of the 91 incorporated municipalities in Arizona, focuses on representing the interests of cities and towns before the legislature, providing technical and legal assistance, and coordinating shared services. The League also coordinates municipal efforts with affiliate organizations such as the Government Finance Officers Association of Arizona, the Arizona Municipal Clerks Association, the Arizona Association of Chiefs of Police and the Arizona City Attorneys Association. The City of Phoenix is a founding member of the League. In August 2014, the City of Phoenix will be hosting the League's Annual Conference in downtown Phoenix.

## Travel and Conferences

The General Fund travel and conferences budget has been greatly reduced since 2005-06 going from a high of \$943,000, to the current 2014-15 level of \$271,000, a reduction of 71%.

Travel receives great scrutiny at the City, with each travel request for City funds being reviewed by department heads and the City Manager's Office for relevance to the City. Police and Fire account for approximately 38% of the planned General Fund expenditures for FY 14-15. The department with the largest portion of the cost is the Police Department at \$69,525, or 26%. Travel in the Police and Fire departments provides for public safety investigations, inspections of major equipment and apparatus and important training needed to remain highly skilled in responding to emergency situations. The remaining funds are needed to due to the implementation of new and emerging technology, such as E-Procurement, and training of new staff resulting from the increased turnover in the last few years.

### Vacant Positions

Councilmembers also had questions about General Fund vacancies. The estimated salary savings amounts are based on total compensation costs, but are lower than per position averages overall because vacancies are estimated at the lowest pay step. Also, several of the vacancies are lower paid job classifications.

The elimination of vacancies can provide some savings if it is beyond the number needed to maintain the salary savings budget. However, the savings from eliminating vacancies are tied to reductions in services and programs. For example, the citywide volunteer coordinator position is currently vacant because the incumbent received a promotion elsewhere in the City. Eliminating the vacancy would mean that there will permanently be no citywide volunteer coordination.

In an early action to reduce the deficit on April 2, 2014, the City Council approved the elimination of 34.7 FTE of vacant positions that are part of the \$6.5 million in efficiency savings.

Due to the vacancy savings amount credited in department budgets to ensure budgeted costs are closer to actual costs, the elimination of vacancies would not result in budget savings for about 340 of the 561 currently vacant full-time General Fund civilian positions.

In addition to the vacancy savings issue, in evaluating the elimination of vacancies, the following issues must be considered:

- Strategic Approach: The elimination of all remaining vacancies would prevent the Council from using a strategic approach to minimize the negative impact on community services. The timing of vacancies can be unpredictable and arbitrary; many only recently became vacant and/or are currently being filled. Some positions need to be filled as soon as possible to reduce risk to citizen or employee safety, maintain internal controls, reduce litigation or legal compliance risk, prevent decreased revenue or increased costs, and maintain critical service levels.
- Offset to Contracted Service: For difficult to fill positions, such as certain information technology jobs, vacancy savings offset costs associated with paying for temporary contracted services. In these cases, although contractors are not a permanent solution due to higher costs or other operational issues, their service is temporarily necessary to continue operations while recruitment is underway.

- Interdepartmental Charges: Some positions recover costs through interdepartmental charges. These are charges for certain City services, such as street repairs necessary due to Water Services capital projects that damage City roads, or other maintenance. In these cases, savings would be offset by reduced work order charges and therefore have little to no impact on the deficit.

The following provides an updated status of full-time civilian vacant positions in the General Fund including recent changes:

GF vacant full-time civilian positions prior to April 2, 2014 Council action:	581
GF vacant full-time civilian positions as of April 3, 2014:	561
Of the 561 above, approximate GF civilian vacancies accounted for in salary savings or other offsets:	340
GF civilian vacancies remaining to consider for elimination to help address GF budget deficit:	221
GF civilian full-time vacancies proposed as <b><u>service reductions</u></b> in Trial Budget:	117
Approximate GF civilian full-time vacancies remaining, but <u>not</u> recommended for elimination due to the need to fill them to provide critical service:	104

RECOMMENDATION

This report is for information only, no action is required.

## City of Phoenix Inventory of Programs

**Department:** Government Relations

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Federal, State, Regional and Tribal Programs

**Program Description:**

Managing relationships with state legislators, cities, towns, counties, tribal communities, regional agencies and non-governmental entities to promote the City's legislative agenda and defending shared revenues and other City interests. Building relationships with congressional delegation to promote our federal legislative agenda.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Number of governments, communities, regional agencies, neighborhoods, etc. communicated with during the year.	500	500
Number of Arizona state legislative bill versions and amendments evaluated and prepared to support or oppose.	3500	3500

**Source of Funds**

General Fund	\$ 956,740	\$ 961,000
<b>Total Net Budget</b>	<b>\$ 956,740</b>	<b>\$ 961,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	4.4	4.4
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

\*This is the primary Strategic Plan focus area supported by this program.

\*\*The difference between the gross and net budget represents credits received for services provided to other programs and/or capital improvements projects.



## City of Phoenix Inventory of Programs

**Department:** Government Relations

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Grant Coordination

**Program Description:**

Maintaining a citywide grant resource web portal for community grant seekers; fostering communication among department grant liaisons and providing an online resource for department grant writers. Managing the tribal gaming grant process.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
N/A		

**Source of Funds**

General Fund	\$ 347,906	\$ 350,000
<b>Total Net Budget</b>	<b>\$ 347,906</b>	<b>\$ 350,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	1.6	1.6
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**Does this program generate budgeted revenue?**  Yes  No  
**Does this program provide required matching funds for a grant funded program?**  Yes  No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Public Information Support and Web/New Media Communication

**Program Description:**

Provides comprehensive communication services to 17 city departments and functions, including the Mayor, City Council and City Manager's Office, with more than 1,500 media contracts and 500 news releases produced annually; manages design, editorial content and video on phoenix.gov web pages; writes Phoenix at Your Services newsletter sent to 420,000 homes as insert into city services bill; coordinates new media efforts, including Facebook, Twitter, YouTube and Instagram; works closely with Emergency Management and Public Safety on crisis communications and planning; works with contractor on citywide Community Opinion and Employee surveys; manages Marketing Partnership Program that generates revenue for the General Fund.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Percent of news releases that generate media coverage	85%	85%
Percent of news releases distributed to stakeholders by 5 p.m. daily	92%	93%
phoenix.gov page visits (monthly average)	1,120,000	1,426,000

**Source of Funds**

General Fund	\$ 868,134	\$ 805,000
<b>Total Net Budget</b>	<b>\$ 868,134</b>	<b>\$ 805,000</b>
<b>Gross Budget**</b>	<b>\$ 1,065,884</b>	<b>\$ 1,005,000</b>

<b>Program Positions</b>	7.5	7.0
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Public Records Requests and Customer Service to the Public

**Program Description:**

Responds to nearly 200 official media public records requests annually and assists Law, Human Resources and other city departments with complex, general public records requests; serves as main public records source for the public and tracks and forwards requests to city departments; answers more than 2,600 public phone calls and responds to 2,000 emails annually.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Average response time to media public records requests (business days)	3.5	3.5
Percent of email responses to public inquiries within one day	100%	100%

**Source of Funds**

General Fund	\$ 162,000	\$ 147,000
<b>Total Net Budget</b>	<b>\$ 162,000</b>	<b>\$ 147,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	1.5	1.5
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Employee Communication

**Program Description:**

Provides critical information to employees on topics such as city employer initiatives, citywide programs and Human Resources programs; manages design and content on Inside Phoenix employee Intranet pages; writes and posts weekly employee newsletter, City Connection; drafts and distributes City Manager Enterprise emails; compiles and distributes daily media clips, highlighting city programs featured in the media.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Inside Phoenix Story Page Visits (monthly average)	15,500	16,250

**Source of Funds**

General Fund	\$ 135,000	\$ 125,000
<b>Total Net Budget</b>	<b>\$ 135,000</b>	<b>\$ 125,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	1.2	1.0
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**Does this program generate budgeted revenue?**  Yes  No  
**Does this program provide required matching funds for a grant funded program?**  Yes  No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Communication Outreach to Diverse Communities

**Program Description:**

Provides communications outreach of city programs and services to media that service Phoenix's diverse communities; works closely with Spanish-language television, newspapers and radio, including coordinating the monthly 33 A Su Lado live, call-in program on Univision television; acts as spokesperson for Spanish media, hosts weekly radio shows and writes regular columns for publications; oversees outside Spanish written translation and oral interpretation contracts.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Coordinate 12 "A Su Lado" live call-in shows	12	12
Place bi-monthly columns in Spanish-language newspapers	24	24

**Source of Funds**

General Fund	\$ 52,000	\$ 62,000
<b>Total Net Budget</b>	<b>\$ 52,000</b>	<b>\$ 62,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	0.5	1.0
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** Photography

**Program Description:**

Provides photography services to Mayor, City Council and city departments, with more than 200 annual photography shoots; takes headshot photographs of elected officials and city management; takes photos at weekly council meetings; edits photos for use on phoenix.gov and in city publications; archives photos for future use.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
Achieve customer satisfaction rating of at least 4.5 out of 5.0.	4.0	4.0

**Source of Funds**

General Fund	\$ 32,000	\$ 33,000
<b>Total Net Budget</b>	<b>\$ 32,000</b>	<b>\$ 33,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	0.5	0.5
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** PHX11 - Citywide Video News and Information

**Program Description:**

Produces video news and information airing on Cox Channel 11 in 220,000 households and streamed live worldwide on phoenix.gov and Facebook, and archived on YouTube; airs live more than 100 City Council Policy, Formal and Subcommittee meetings; produces and airs programs for the Mayor and City Council and multiple city departments; covers city news conferences on public safety issues, emergencies, and city-sponsored programs and events; provides closed-captioning for programming on television and the web. Manages city contracts with private-sector Video Production companies.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget
New PHX11 programs produced per year	360	335

**Source of Funds**

General Fund	\$ 1,069,748	\$ 852,000
<b>Total Net Budget</b>	<b>\$ 1,069,748</b>	<b>\$ 852,000</b>
<b>Gross Budget**</b>	<b>\$ 1,211,781</b>	<b>\$ 994,000</b>

<b>Program Positions</b>	6.1	5.6
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**Does this program generate budgeted revenue?**  Yes  No  
**Does this program provide required matching funds for a grant funded program?**  Yes  No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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## City of Phoenix Inventory of Programs

**Department:** Public Information Office

**Strategic Plan Area:** Phoenix Team\*

**Program Name:** know99

**Program Description:**

Provides programming on youth and education on Cox Cable Channel 99 to more than 300,000 households in Phoenix and the Valley and streamed live on phoenix.gov; works with local students and schools to feature stories on Phoenix education. The station is funded through cable fees the city receives from local cable television providers.

Performance Measures	2013-14 Budget	2014-15 Prel. Budget

**Source of Funds**

Other Restricted	\$ 341,478	\$ 340,000
<b>Total Net Budget</b>	<b>\$ 341,478</b>	<b>\$ 340,000</b>
<b>Gross Budget** - Not Applicable</b>		

<b>Program Positions</b>	2.0	2.0
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**Does this program generate budgeted revenue?**

Yes     No

**Does this program provide required matching funds for a grant funded program?**

Yes     No

The budget amounts listed include all costs for that program. Costs can include staff, contracts for services, supplies and equipment, vehicles and fuel, utilities, allocated costs for administrative support, and services provided by other departments such as information technology support and vehicle and facility maintenance.

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