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2400
workers

MEMORANDUM OF
UNDERSTANDING
2002 - 2004
CITY OF PHOENIX
AND
AMERICAN FEDERATION
OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
LOCAL 2960 AFL-CIO
COVERING UNIT III

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PREAMBLE

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

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

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 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
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.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the sole and exclusive Meet and Confer agent, pursuant to Ordinance G-3303 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 any conflict exists between the language in an A.R. and the language of the negotiated M.O.U., the M.O.U. shall prevail.

**ARTICLE 3
CITY AND DEPARTMENTAL RIGHTS**

Section 1:

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.

Section 2:

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.

Section 3:

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.

Section 4:

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

ARTICLE 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.

Section 1:

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.

Section 2:

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 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 6 of this article. **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.

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.

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.

Section 3a:

Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel 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, 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.

Section 3b:

A unit employee may request that his Departmental Personnel file and the official Personnel Department file be purged of any material which is three (3) years old if the employee has received no disciplinary actions during the three year period immediately preceding the request. The request for purging must be in writing and forwarded through official channels to the Department Head who will make the final determination as to the validity of the request. If the request is approved by the Department Head, all materials, both positive and adverse, which are three (3) years old, will be purged. A copy of the purged documents will be given to the employee. After the Department Personnel file has been purged, the approved written request will be forwarded to Labor Relations to have the official Personnel Department file purged. Separation notices are exempted from these provisions **except as described below.**

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from his 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:

- 1) Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and,**
- 2) 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,**
- 3) 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.**

Section 4:

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.

Section 5:

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. { added -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.

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.

Section 6: Rights and Disciplinary Matters (Police Department)

Section 6a:

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.

- c) **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.**
- d) **The unit member may submit relevant written matter in support of his position.**

Section 6b:

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 of this tape.

- a) 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.

Section 6c:

Unit members have the right to be represented by the Union, if personally requested by the unit member, 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.

Section 6d:

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

ARTICLE 5 UNION RIGHTS

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

Section 1: Union Stewards

Union stewards have the right to paid release time under the grievance procedure herein subject to the following:

- a) 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.
- b) The Union shall notify **Labor Relations** in writing of its designations and re-designations of stewards.
- c) There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedule or assignments solely as a result of such designations.
- d) One such steward and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 24, Section 1), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives without loss of pay or benefits for the purpose of gathering information and/or discussing the resolution of grievances.
- e) In those instances where it is impractical for the steward to communicate with the Grievant or witnesses during the non-work hours of the steward and employee(s), supervisor shall, subject to operational needs, approve the use of on-duty time in accordance with the following limitations:
 - 1) Use of paid time under this subparagraph e. shall be charged against the unit total of 2,500 hours provided in Section 3a(1) of this article.
 - 2) Use of such time shall be subject to notification to Labor Relations Division for the purpose of administering the use of said bank of hours.
 - 3) Use of such time shall be in increments of fifteen (15) minutes.

Section 2: 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 the purpose of 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 with the safety regulation of the work site.

Section 3: Release Time for Unit Related Activity

a. Paid Time

- 1) The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and seven (7) calendar days advance notice, a unit total of **two thousand seven hundred forty (2,740)** hours paid release time per M.O.U. year to attend Union conferences, workshops, Executive Board meetings, general membership meetings of the local, and new employee orientations conducted by the City's Personnel Department.

Use of such time shall be subject to notification to the Labor Relations Division. Any release hours left over shall be credited or carried over to the next fiscal year bank of hours.

- 2) The President or the designated representative of Local 2960 shall be allowed up to 2,080 work hours per M.O.U. year between July and June, inclusive, to engage in lawful union activities, pursuant to and consistent with this Memorandum. Time used for this purpose in excess of 2,080 hours shall be at the expense of the Union, and the Union shall reimburse the City at the employee's hourly rate of pay. The City will pay the employee's full time fringe benefits.
- 3) The unit will be allowed, subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to **six (6)** hours 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.
- 4) The Chief Representative (designated by the Executive Board of the Union) shall be allowed up to two thousand and eighty (2,080) work hours per MOU year to engage in lawful unit activities pursuant to and consistent with this memorandum. The City will pay the employee's full-time fringe benefits.
- 5) **A third release position designated by the Executive Board of the Union shall be allowed up to two thousand and eighty (2080) work hours per M.O.U. year to engage in lawful unit activities pursuant to and consistent**

with this memorandum. The City will pay the employee's full-time fringe benefits.

- 6) Effective **July 8, 2002**, the unit will be allowed **one thousand (1000)** hours per M.O.U. year to engage in lawful union activities associated with City partnerships.
- 7) **In recognition of the mutual benefit provided to the City and the Union by the full-time release positions, the City agrees to pay the President of the Union fifty (50) hours of overtime and each of the other two full-time Union release positions forty (40) hours of overtime per M.O.U. year. This overtime will be payable in the second pay period of July, 2002 and July, 2003.**

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.

Section 4: Payroll Deduction

- a. 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.
- b. 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.

- c. The City shall not make dues deductions for unit members on behalf of any other employee organization (as defined in Ordinance G-3303) during the term of this Memorandum.
- d. 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.
- e. 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.

Section 5: "Facilities and Services"

- a. 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.
- b. 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.
- c. 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.
- d. The Union shall have the right to meet with each new unit **member for one (1) hour during the scheduled Personnel 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.
- e. 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 on a computer floppy disc in a format compatible with the Union's computer.

The Union agrees to use this list solely for the purpose of communicating with unit members and will not share this information with other individuals or organizations.

Section 6:

Effective July 8, 2002, the Union shall be allowed up to five thousand dollars (\$5,000) per M.O.U. year which shall be paid by the City for designated members of the local to attend schools, conferences, workshops and training.

**ARTICLE 6
NEW POSITIONS AND CLASSIFICATIONS**

Section 1:

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.

Section 2:

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.

Section 3:

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.

Section 4:

- a. The Union may submit written requests for job classification studies to the Labor-Management Committee.
- b. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
 - 1) A full description of the new duties and responsibilities.
 - 2) A full explanation of why the Union feels the position(s) should be reclassified.
 - 3) A list of comparative positions/classifications that led to the Union's request.
 - 4) Such other information as is normally considered relevant to a classification review.
- c. Valid written requests will be considered in the sequence of receipt by the Personnel Department.

- d. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.
- e. Valid written requests for classification studies submitted by the Union will be considered in the sequence of receipt by the Personnel Director. The City will endeavor to complete such studies within six months from the start of the audit.

Section 5:

The City will comply with the provisions of Management Procedure 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.

Section 6:

The City will provide the union with a monthly listing of unit employees' name, home address, date of employment, and department.

ARTICLE 7 HOURS OF WORK

Section 1:

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 11. 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:

- a. 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 26.

- b. This section shall not affect four (4) day, ten (10) hour scheduling operations or experiments now existing in City departments. Should the City consider further experiments involving the 4/10 work week schedule, it may do so; however, prior to implementing such a schedule, the matter shall be reviewed with the Union in the Labor-Management Committee.
- c. 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 26).

Section 2:

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

Section 3:

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 33 Seniority)

Section 4:

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.

ARTICLE 8
REST PERIODS AND LUNCH PERIODS

Section 1:

Existing work day schedules spanning nine (9) elapsed hours shall include a sixty (60) minute unpaid meal period. Existing work day schedules of eight and one-half (8 1/2) elapsed hours shall include a thirty (30) minute unpaid meal period. Existing work day schedules of eight (8) consecutive hours shall include a paid straight-time meal period of up to one-half (1/2) hour on the job.

Schedules for Police Assistants, Police Aides, Commercial Vehicle Inspectors 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 26. 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.

Section 2:

Activities of employees during above non-work periods shall not be subject to any unreasonable restrictions.

Section 3:

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.

ARTICLE 9
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.

The Development Services Department shall provide field inspectors with clean up kits.

**ARTICLE 10
WAGES**

Section 1:

Effective **July 8, 2002**, rates of pay for unit members shall be increased by **2.1%**. (See **Section 6 for 2nd year**).

Section 2:

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.

Section 3:

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 Personnel Department for payroll purposes pursuant to Council action in the pay and compensation ordinance.

Section 4: Longevity-Performance Pay:

In recognition of continuous service and overall performance, the City agrees to implement effective January 1987, the following Longevity-Performance pay formula for unit members:

a. Pay Benefits:

On **July 8, 2002 and November 25, 2002**, unit members who have completed at least six years (6) of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for **eighty six dollars and twenty five cents (\$86.25)** for each year of continuous full-time service in excess of five (5) years, up to an annual maximum of **three thousand four hundred and fifty dollars (\$3,450)** at twenty-five years. **On July 7, 2003 and November 24, 2003, the amount increases to ninety six dollars and twenty five cents (\$96.25) up to an annual maximum of three thousand and eight hundred and fifty dollars (\$3850).**

b. Qualifications:

- 1) An employee must have completed at least one year of continuous full-time service at the top step in his pay range. Qualifications for longevity pay are made in the base class and will not be affected by movement into or out of assignment positions. Longevity 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 longevity pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous longevity amount (incumbent's last semi-annual payment times two), and which does not result in a decrease from that combined 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 longevity pay, he/she will be moved to the top step and continue to be eligible for longevity pay.

- 2) An employee must have completed six (6) years of continuous full-time service.
- 3) An employee must have achieved the overall performance rating of "meets standards" or better on his latest scheduled performance evaluation on file in the Personnel Department.
- 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.
- 5) For those employees who are otherwise eligible for longevity, 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 longevity payment.

c. **Terms of Payment:**

- 1) Payments will be made within thirty (30) days of the qualifying date.
- 2) Employees who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.
- 3) The longevity payment will be included in the regular paycheck instead of being paid in a separate warrant.

Section 5: Bi-lingual 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.

a) Pay Benefits:

Effective **July 8, 2002**, 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 **thirty five dollars (\$35.00)** per month. Effective **July 7, 2003**, this amount shall be increased to **forty five dollars (\$45.00)** per month.

Section 6:

The increase in 2003-04 total compensation will equal 75% of fiscal year 2002-03 General Fund revenue growth, however, this total compensation will be no lower than 2% or greater than 5%. * The increase in total compensation will be implemented in two phases.

Phase I – Total compensation increase in Phase I will total 2% (regardless of General Fund revenue growth).

- First, the health, dental and life insurance cost increase will be converted to a total compensation percentage, assuming the continuation of already agreed to cost-sharing and will be calculated in the way it has been historically. This will include an increase in the orthodontia benefit to \$4,000. (This cost increase is expected to be known by January 1, 2003, after review and approval by the Health Care Task Force.)
- Second, an across the board wage increase will be effective July 7, 2003, as necessary to achieve a 2% increase in total compensation. This increase will be calculated once the Health Care Task Force recommendation is approved.

Phase II – Total compensation increase will equal 75% of General Fund revenue growth, less the 2% total compensation increase implemented in Phase I, to a maximum of 5%. Any additional compensation will be effective October 27, 2003.

On September 19, 2003, a report will be submitted to the City Manager by the Budget and Research Department providing detailed information on the fiscal year 2002-03 General Fund revenue growth and calculating 75% of that growth to determine what, if any, additional compensation is due.

The remainder of total compensation will be implemented in the following order:

- Longevity Pay increase from \$86.25 to \$96.25 up to an annual maximum of \$3850
- Linguistic Pay increase from \$35.00 to \$45.00
- Wage increase

***For example, 4% revenue growth will provide for a 3% increase in total compensation. (Note General Fund revenues will be defined by a schedule provided by the Budget and Research Department).**

Section 7:

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

ARTICLE 11 OVERTIME

Section 1:

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.

Section 2:

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).

Section 3:

Overtime work shall be compensated at one and one-half (1 1/2) times the regular rate, or compensatory time at one and one-half (1 1/2) times up to a maximum accumulation of **one hundred seventy five (175)** hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of **one hundred seventy five (175)** hours shall be paid in cash. There shall be no compounding or pyramiding of overtime pay with regular or premium pay. **Effective July 7, 2003, increase one hundred seventy five (175) to one hundred eighty (180).**

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 "B."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of **sixty (60)** hours, by notifying the Department Head in writing of such intent during the month of October. Payment will be made on or before December 15. 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.

Section 4:

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 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.

Section 5:

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.

Section 6: 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 11 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.

Section 7:

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.

ARTICLE 12
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.

ARTICLE 13
NIGHT SHIFT DIFFERENTIAL

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.

ARTICLE 14 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:

Section 1:

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.

Section 2:

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.

Section 3:

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.

Section 4:

- a. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
- b. 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.

Section 5:

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.

Section 6:

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

ARTICLE 15 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.

ARTICLE 16
TUITION REIMBURSEMENT

Section 1:

Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

- a. The maximum sum reimbursable to unit members shall be a sum equal to the Arizona resident rate charged at Arizona State University for two (2) semesters (Spring, Fall) of nine (9) credits each.
- b. No unit member shall be reimbursed for courses taken in excess of eighteen (18) credit hours in any fiscal year, e.g., July 1, through June 30, nor shall they be entitled to reimbursement for more than nine (9) credit hours in any one (1) semester.
- c. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Personnel Director as provided in existing regulations.

Section 2:

Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result of change in the employee's work schedule implemented by management. Such reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.

Section 3:

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 once they pass the test, on a one time basis only.

Section 4:

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.

ARTICLE 17
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 12, "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.

ARTICLE 18
UNPAID PARENTAL LEAVE/FAMILY LEAVE

Section 1:

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 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 step children) brother, sister, parents, 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.**

Section 2:

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, 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, 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.

ARTICLE 19
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 I
Community Worker II
Caseworker I
Caseworker Aide
Cook

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 bargaining unit employees will receive, upon request, a City issued bus pass at no cost to 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. **City agrees to discuss with the Union setting up a Flex-Wrap type system for parking rate deductions and will agree to freeze parking rates until July 2003.**

**ARTICLE 20
HOLIDAYS AND VACATION PAY**

Section 1:

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
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 added	- After completion of six months of full-time employment

to vacation bank of hours.

Effective March 31, 2004, Cesar Chavez's Birthday

An employee's personal leave days may be taken on any day of the employee's choosing after completion of six (6) months' service, subject to operational and scheduling factors and the limitations of A.R. 2.11, as amended, except that the Personal Leave Days shall be taken within the calendar year in which they are granted.

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 the Library Division may observe such holidays 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 called in 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.

Section 2:

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

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>PAYOUT</u>
Years			
0-5	8 hrs	192 hrs	240 hrs
6-10	10 hrs	240 hrs	300 hrs
11-15	11 hrs	264 hrs	330 hrs
16-20	13 hrs	312 hrs	390 hrs
21+	15 hrs	360 hrs	450 hrs

Effective **July 8, 2002**, unit members shall be allowed vacation buy out one time per calendar year, on December 1. The buy out is up to a maximum of **forty five (45)** hours, 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.

Effective July 7, 2003, increase forty five (45) hours to fifty (50) hours.

ARTICLE 21
HEALTH INSURANCE

1. 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%.

2. 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.

3. 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.

4. 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.

5. 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.

6. Commencing July 1994, all Unit III Police employees will be included in coverage of the Police Officers Assistance Program.

**ARTICLE 21A
DENTAL INSURANCE**

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

On 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, increase orthodontia benefit from two thousand five hundred (\$2500) to four thousand (\$4000) dollars.

ARTICLE 22 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 thirty thousand dollars (\$30,000).

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 Personnel 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. The union will only pay the cost of this benefit the second 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 second year of each new MOU period.

ARTICLE 23
LONG-TERM DISABILITY

Section 1:

The City will continue the insurance plan covering long-term disability for all full-time unit employees. Employees are eligible for coverage after completing one (1) year of full-time continuous City employment. After an established three (3) months 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. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Section 2:

Total disability is defined as follows:

During the first 30 months of benefit payments, an employee being unable, as a result of illness or injury, to perform any and every duty pertaining to an employee's current position. Thereafter, the term "total disability" shall mean an employee's being unable to perform work in any type of occupation that he/she may be educated for, trained for, or experienced in and could be reasonably expected to perform.

ARTICLE 24
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.

Section 1: 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:

Section 2: 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.

Section 3: 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 District Superintendent or Division Manager 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 District Superintendent or Division Manager 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 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.

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 Grievance Committee shall be composed of:

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

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

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

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:

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 expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
3. The arbitrator shall be bound by applicable State and City Law.

The 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.

Section 4: 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 Sections 4 and 5 of Article 5 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.

Section 5: 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.

Section 6: Time Limits

If the City fails to answer a grievance within the time limits specified in Section 3, 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.

Section 7: 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.

Section 8:

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

Section 9:

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 IV herein, provided that the employer shall bear the costs of the services of the arbitrator.

Section 10:

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

Section 11:

Within six (6) months after the Personnel Department implementation of the City's new Human Resources management system, or six (6) months prior to the expiration of this M.O.U., whichever comes first, the union shall be an active participant with the City in the design of a new grievance form.

Section 12:

The City will be responsible for notifying the Grievant of any grievance meeting and will send by certified 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.

ARTICLE 25
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.

Section 1:

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 when in his best judgement, 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.

Section 2:

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.

Section 3:

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.

Section 4:

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.

Section 5:

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

Section 6:

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 26 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.

Section 1:

There shall be a Labor-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.

Section 2:

The Committee shall meet monthly or at mutually scheduled times.

Section 3:

The chairpersonship of the Committee shall be rotated amongst the members. The members shall, in advance of a meeting, provide the meeting's chairperson with the meeting agenda.

Section 4:

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 5:

The Union shall be advised during the term of this Memorandum of management recommendations for contracting of work presently being performed by unit members 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 (Article 24) of this memorandum.

The management recommendations, and final decision thereon by the City, shall not be subject to the grievance procedure (Article 24) of this memorandum.

Section 6:

Before January 19, 2003, the Union and the Police Department will hold a Labor Management meeting to discuss job functions, improved communication and service delivery issues in the Communications Bureau.

ARTICLE 27
UNIFORM ALLOWANCE AND
REIMBURSEMENT

Section 1: Uniform Allowance

A. 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:

Commercial Vehicle Inspector	\$725 per annum
Police Assistant	\$725 per annum
Police Aide	\$725 per annum
Fire Prevention Specialist Trainee	\$645 per annum
Fire Prevention Specialist	\$645 per annum
Fire Communications Operators/EMD's/Leads	\$625 per annum
Municipal Security Guard	\$725 per annum

The Fire Department will continue to contribute \$100 per annum toward uniforms for Fire Communications Operators/EMD's/Leads for a total uniform allowance of \$725. 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.

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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 or a three-wheeler, **and also to Municipal Security Guards in Public Works for outdoor work.**

ARTICLE 28
PROHIBITED PRACTICES/NO LOCKOUT

Section 1:

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, or 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.

Section 2:

The provisions of Section 2(17) and Section 13 of Ordinance G-3303 are expressly incorporated herein.

ARTICLE 29
TERM AND EFFECT OF MEMORANDUM

Section 1:

This Memorandum shall remain in full force and effective **July 8, 2002 through July 8, 2004**, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1st, of its request(s) to modify or terminate it.

Section 2:

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.

Section 3:

If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.

Section 4:

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.

Section 5:

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:

- A.R. 2.16 Political Activity Time Off to Vote
- 2.17 Advanced Vacation Pay
- 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

Section 6:

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.

Section 7:

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

ARTICLE 30
SAVING CLAUSE

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.

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.

ARTICLE 31
SICK LEAVE CONVERSION AT RETIREMENT

Effective **July 8, 2002**, 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.

ARTICLE 32 ARBITRATION

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 8: Requirements:

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

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

Section 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).

Section 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.

Section 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.

Section 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.

ARTICLE 33 SENIORITY

Section 1:

The City shall provide the Union with a list of Unit members showing each Unit member's employment date and class employment date.

Section 2:

Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

Section 3:

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

**ARTICLE 34
COPIES OF MEMORANDUM**

Section 1:

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 shared equally by the City and Union.

Section 2:

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.

IN WITNESS WHEREOF, the parties have set their hand this ____ day of _____, 2002.

AFSCME, LOCAL 2960

By: _____

Gregory E. Fretz
Labor Relations Administrator

CITY MANAGER

CHIEF PRESIDING JUDGE

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

City of Phoenix Bargaining Committee and Local 2960 Bargaining Committee:

Gregory E. Fretz, Labor Relations Administrator

Nancy Gray, President AFSCME 2960

Dave Bennett

Allen Cutler

Beth Diciara

Leticia Gonzales

Dennis Gray

Steve Haydukovich

Gloria Iniguez

Erik Kropp

Randy Melancon

Debra Novak-Scott

Rob Rowland

Yvonne Warren

ATTACHMENT "A"
A.F.S.C.M.E. STEWARDS LOCAL 2960

- | | |
|---|----------------|
| 1. Aviation
Sky Harbor | Administration |
| 2. Aviation
Sky Harbor | Communications |
| 3. Aviation
Sky Harbor | Communications |
| 4. Aviation
Sky Harbor | Operations |
| 5. Aviation
Sky Harbor | Operations |
| 6. City Clerk
920 E. Madison | Print Shop |
| 7. City Hall
200 W. Washington | Administration |
| 8. Development Services
200 W. Washington | Clerical |
| 9. Development Services
200 W. Washington | Field |
| 10. Development Services
200 W. Washington | Field |
| 11. Development Services
200 W. Washington | Field |
| 12. Development Services
200 W. Washington | Field |
| 13. Development Services
200 W. Washington | Technical |
| 14. Development Services
200 W. Washington | Technical |

- | | |
|---|----------------|
| 15. Finance
251 W. Washington | Clerical |
| 16. Finance
251 W. Washington | Clerical |
| 17. Fire
150 S. 12 th Street | Communications |
| 18. Fire
150 S. 12 th Street | Communications |
| 19. Fire
150 S. 12 th Street | Communications |
| 20. Fire
150 S. 12 th Street | Communications |
| 21. Housing
830 E. Jefferson | Administration |
| 22. Human Services | Administration |
| 23. Human Services | Field |
| 24. Information Technology
251 W. Washington | Communications |
| 25. Information Technology
200 W. Washington | Technical |
| 26. Information Technology
251 W. Washington | Technical |
| 27. Law
City Prosecutor's Office | Clerical |
| 28. Library
1221 N. Central | Clerical |
| 29. Municipal Court
300 W. Washington | Clerical |

30. Municipal Court 300 W. Washington	Technical
31. Municipal Court 300 W. Washington	Technical
32. Neighborhood Services 200 W. Washington	Clerical
33. Neighborhood Services 200 W. Washington	Technical
34. Parks	Clerical
35. Police 620 W. Washington	Callback
36. Police 620 W. Washington	Callback
37. Police 100 E. Elwood	Communications
38. Police 100 E. Elwood	Communications
39. Police 100 E. Elwood	Communications
40. Police 100 E. Elwood	Communications
41. Police 100 E. Elwood	Communications
42. Police 6180 W. Encanto Blvd.	Maryvale
43. Police 100 E. Elwood	Property
44. Police 620 W. Washington	Records

- | | | |
|-----|--------------------------------|------------------|
| 45. | Police
620 W. Washington | Records |
| 46. | Public Works
101 S. Central | Clerical |
| 47. | Public Works | Field |
| 48. | Public Works | Technical |
| 49. | Public Works | Technical |
| 50. | Water
305 W. Washington | Customer Service |
| 51. | Water
305 W. Washington | Customer Service |
| 52. | Water
305 W. Washington | Customer Service |

(Call Ext. 262-6607 to obtain employer verification of union steward designation)

ATTACHMENT "B"
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:

1. 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.

2. Employees will specify the type of payment (cash or compensatory time) at the time the overtime is worked.

3. 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.

4. This understanding regarding employee choice shall not apply under the following circumstances:

a) Where no overtime appropriation has been included in the department budget for the work unit in which the employee works.

b) 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.

5. 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.