

MEMORANDUM OF UNDERSTANDING

2016 - 2019

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

LOCAL 2960 AFL-CIO

COVERING UNIT III

142963--1

AMENDED 12/14/2016

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PREAMBLE

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

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

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

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

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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

A. Recognition

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

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

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

Section 1-2: City and Department Rights

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

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

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

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

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

Section 1-3: Union Rights

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

A. Union Release

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

1. Full-Time Release Positions

The President and two additional full-time release positions to be designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release employees will be engaged in either union activities or city activities in accordance with city administrative regulations during paid release time. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of

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

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

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

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

2. Union Stewards

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

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

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

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

loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

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

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

3. Bank of Release Hours

The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and three (3) working days advance notice to the Labor Relations Division, a unit total of 4,091.40 hours paid release time in a bank of release hours per M.O.U. year. Future increase to the bank of release hours will be addressed as part of the negotiations in 2019.

With the exception of the ten elected union officials, only one representative may be released from the same work group on the same shift at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld.

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

B. Unpaid Time

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

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

D. International and Local 2960 Union Representatives

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

E. Payroll Deduction

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

F. Facilities and Services

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

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

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

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

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

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

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

eight thousand (\$28,000) during the term of this M.O.U. Funds not used by the end of the M.O.U. will expire.

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

Section 1-4: Rights of Unit Members

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

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

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

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

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

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

During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful representation, including but not limited to advising, consulting and counseling the employee. The Union representative

also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

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

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. **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. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department.

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

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

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

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

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

C. Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file and/or supervisor file, in the presence of an appropriate supervisory official of the Department. **The unit employee may authorize in writing a union representative to examine their personnel and/ or supervisor file on their behalf.** The employee is entitled to designate one (1) person of his choosing (lawyer, union representative, close friend, etc.) to accompany him in reviewing his file. The employee, however, must be present at the review. In addition, the unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file and/or supervisor file, which may be of a derogatory nature. No unit member shall have any adverse statements entered into his personnel file without the member being informed by a supervisor. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence. If the unit member requests, he shall receive a copy of the material in question. Medical information should be maintained in a separate confidential file.

1. The City will establish a logging system within the department and central personnel file. The log will identify the date, name of the person (other than Human Resources staff) that examined the file, and purpose.
2. If an employee is not given his/her PMG by the annual review date the employee's merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an over all "met").

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

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

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

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

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

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

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

- D. The City will comply with provisions of A.R.S. Sec. 12-2506, paragraph D, subparagraph 1, and assume responsibility for the actions of any Unit III employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.
- E. **The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit III employees. Notice shall remain available for not less than twenty-one (21) working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.**
- F. A coaching is a verbal discussion or meeting with an employee to actively discuss problems with the employee's performance. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file. A coaching is to be one-on-one. When two (2) or more supervisors are present at the coaching, the employee will be allowed a representative at the employee's request. An employee may receive more than one (1) coaching for a similar matter.

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

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

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file. The supervisory counseling will be purged from the supervisor's file after one (1) year provided no further incidents of a similar nature occur during this one (1) year period.

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

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

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

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

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

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

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

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

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

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

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

H. Rights and Disciplinary Matters (Police Department)

1. Unit members of the Police Department have the right to appear before the Departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member which may lead to demotion, suspension or discharge.
 - a) The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.
 - b) The Department shall notify the unit member ten (10) calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been partially or wholly sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor, or the unit member's bureau/precinct commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command.

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

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

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

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

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

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

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

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

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

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

3. Unit members have the right to representation in dealings with the City concerning grievances and investigatory interviews with a Police Department supervisor in a disciplinary matter which may lead to suspension, demotion or termination. The representative must be a bargaining unit member. The bargaining unit representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus

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

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

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

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

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

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

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

Section 1-5: Prohibition of Strike and Lockouts

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

Section 1-6: New Positions and Classifications

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

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

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

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

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

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

payroll locator code. This listing shall be in a format compatible with the Union's computer.

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

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

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

A. Informal Resolution

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

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

B. Definition of Grievance

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

C. Procedure

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

Step I

The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fifteen (15) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The second line supervisor shall, within ten (10) calendar days of

having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when a fax is sent to the Grievant's representative. (Grievance responses may be emailed or faxed. Email to officestaff@afscme2960.org or local's current email approved by Local President. Fax 602-716-9337. It is recommended that the fax is sent when the copy is given to employee).

Step II

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

Step III

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

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

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

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

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

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

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

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

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

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

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

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

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

Step IV

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

D. Union Grievance

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

E. Group Grievance

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

F. Time Limits

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

G. Notice to Union of Grievance Resolution

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

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

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

- I. Regular full-time and regular part-time employees are covered by this grievance procedure.
- J. Employer grievances, should they occur as a result of Official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within ten (10) days of the occurrence prompting the grievance, or within ten (10) days of the date upon which the employer became aware of the situation prompting the grievance. The President, or his designee shall in each case provide a written answer within ten (10) days from receipt of the grievance.

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

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

M. Arbitration

1. Independent Arbitrator:

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

2. Appeal:

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

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

3. Selection of Arbitrator:

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

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

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

4. Time for Hearing:

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

5. Hearing Procedures:

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

6. Witnesses:

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

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

7. Proposed Findings: Objections to Report:

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

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

8. Requirements:

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

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

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

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

9. Report:

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

10. Costs:

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

11. Civil Service Board:

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

12. Representation:

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

Section 2-2: Labor-Management Committee

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

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

The pay grade of Unit 3 employees working as Fire Emergency Dispatchers **and the City's moratorium on Classification and Compensation studies** will be discussed during the first year of the **2016-2019 MOU**.

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

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

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

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

The parties will have monthly discussions on new city and departmental policies, procedures, Personnel rules, etc.

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

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

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

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

Section 2-3: Health and Safety Committee

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

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

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

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

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

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

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

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

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

ARTICLE 3: Compensation/Wages

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

Section 3-1: Wages

- A. In year one of the agreement, the economic value of concessions to be restored will equal 1.9%. The first year of the agreement will include restoration (e.g. elimination) of 40 hours of unpaid holidays/furlough (32 hours furlough/8 hours of unpaid holiday); restoration of 0.51% of tiered 1.60% wage concessions; and credit for 2014-16 Renegotiated Benefit – Additional Insurance.**
- B. In year two of the agreement, the economic value of concessions to be restored will equal 1.0%. The second year of the agreement will include restoration (e.g. elimination) of 16 hours of furlough (Art. 3, Section 3-1) and restoration of 0.49% of tiered 1.60% wage concession.**
- C. In year three of the agreement, the economic value of concessions to be restored will equal 1.3%. The third year agreement will include restoration of 0.60% of tiered 1.60% wage concessions; additional wage increase of 0.16%; restoration of vacation buyback (Art. 5, Section 5-5); restoration of compensatory time conversion concession (Art. 3, Section 3-2); restoration of**

0.1% Deferred Compensation concession (Art. 3, Section 3-9); restoration of 50% of Linguistic Pay concession (Art. 3, Section 3-1); and restoration of Overtime Pay for the "12 Hour Rule" concession (Art. 3, Section 3-2).

D. If the City projects a **General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.**

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

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

G. Productivity Enhancement Pay

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

1. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

On July 4, 2016 (paid July 22, 2016), November 21, 2016 (paid December 9, 2016), July 3, 2017 (paid July 21, 2017), and November 20, 2017 (paid December 8, 2017), **July 2, 2018 (paid July 20, 2018), and November 19, 2018 (paid December 7, 2018)** unit members who have completed at least six years (6) but no more than up to nineteen (19) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred (\$100) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of \$2,800 at the completion of nineteen (19) years of continuous full time service.

On July 4, 2016 (paid July 22, 2016), November 21, 2016 (paid December 9, 2016), July 3, 2017 (paid July 21, 2017), and November 20, 2017 (paid December 8, 2017), **July 2, 2018 (paid July 20, 2018), and November 19, 2018 (paid December 7, 2018)** , unit employees who have completed twenty (20) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred twenty five dollars (\$125) for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of twenty-nine (29) years of continuous full time service.

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

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

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi-annual payments), unit employees who have completed twenty (20) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred twenty five dollars (\$125), prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of twenty-nine (29) years of continuous full time service.

2. Qualifications:

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

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

- b) An employee must have completed six (6) years of continuous full-time service.
- c) An employee must have achieved the overall performance rating of "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date.
- d) An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave.

However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

- e) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives a below “meets standards” evaluation shall receive another evaluation within ninety (90) days to one hundred twenty (120) days, and if that evaluation is “meets standards” or better, he will be eligible to receive the next scheduled Productivity Enhancement payment.

3. Terms of Payment:

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

- 4. No later than January 1, 2016, the Union and Labor Relations will have determined in Labor Management Committee options for conversion of all unit employees to pay period payments effective for the following MOU.

H. Linguistic Pay

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

1. Pay Benefits:

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

The linguistic skills benefit was reduced by 50% as a concession. This benefit will be restored July 1, 2018.

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

J. Furloughs

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

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

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

Employees that have not scheduled their required furlough days by April 30th of the fiscal year, and the supervisor and employee cannot mutually agree on the days to be taken; the supervisor can schedule the furlough(s) on behalf of the employee.

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

Section 3-2: Overtime

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

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

Beginning July 1, 2018, there will be a minimum of twelve (12) hours off between shifts for unit members working a 4/10 and 5/8 schedules. If this is not possible, the unit member will receive overtime compensation at his regular rate of pay for each full hour worked within the described twelve (12) hour period for a 4/10 or 5/8 schedule.

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

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

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

Beginning July 1, 2018, a unit member may convert accumulated compensatory time credits to cash, up to a maximum of one hundred and twenty (120) hours in no more than two, sixty (60) hour increments, by notifying the Department Head in writing of such intent no later than November 1 (payment will be made on or before December 15) and no later than July 31 (payment will be made on or before August 31). Those departments previously observing more frequent conversion and payment during a calendar year, pursuant to written authorization from the City Manager's office, may continue to do so during the term of this agreement.

D. Call-Out Pay

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

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

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

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

Remote Access Support

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

Telephone Support

Employees called to perform work by means of telephone support shall receive thirty (30) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. The employee will be paid at the overtime rate in

quarter hour increments for each telephone support response after the initial response. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

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

F. Off Duty Physician Appointments

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

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

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

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

Section 3-3: Out-of-Class Pay

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

- A. To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The unit member must be specifically designated in writing to perform out-of-class duties.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for **five (5) hours work for a ten (10) hour shift and four (4) hours work for an eight (8) hour shift** shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than **five (5) hours for a ten (10) hour shift and four (4) hours work for an eight (8) hour shift**.
- C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- D.
 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
 2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements for promotion to those classifications where such out-of-class work was performed in a certified position.
- E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-4: Sick Leave Cash Out Formula

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

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

Section 3-5: Shift Differential Pay

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

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

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

Section 3-6: Stand-By Pay

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

Section 3-7: Show-up Time

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

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

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

shift. Employees called back to work shall be entitled to their hourly rate of pay for the balance of their regularly scheduled shift.

Section 3-8: Jury Duty Pay

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

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

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

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

Call Out Pay for Court Time:

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

Court Time Stand-By:

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

Section 3-9: Deferred Compensation Program

Effective July 1, 2018, the City shall contribute 0.1% of each Unit member's monthly base wages to the City Deferred Compensation Plan.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Hours of Work

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

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

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

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

2. The shift schedule for unit members in the Fire Dispatch Operation shall be subject to change during the term of this Memorandum, when such is conducive to efficient operations in the judgment of department management. The Union shall be advised of such changes in advance in the Labor-Management Committee (Article 2, section 2-2).

- B. Regular work schedules showing the employees' shifts, work days, and hours shall be posted where accessible to employees.

- C. Except for emergency situations, permanent regular work schedules shall not be changed without notice of at least fourteen (14) calendar days to the affected employee(s). "Emergency" hereunder shall mean unforeseen operational circumstances.

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

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

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

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

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

Section 4-2: Rest and Lunch Periods

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

5 DAY WORK WEEK

8 hours

8-1/2 hours

9 hours

MEAL PERIOD

30 minutes on the job, paid at straight time

30 minutes, unpaid

60 minutes, unpaid

4 DAY WORK WEEK

10 hours

10-1/2 hours

11 hours

MEAL PERIOD

30 minutes on the job, paid at straight time

30 minutes, unpaid

60 minutes, unpaid

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

Two (2) paid non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job. The City may experiment with flextime schedules. In the event such schedules are inconsistent with this Article, the parties will resolve the problems raised thereby in the context of the Labor Management Committee, Article 2, section 2-2. A unit member may request a flextime schedule. If work demands preclude a unit member from taking an unpaid lunch period, they will receive compensatory time at time and one-half (1 ½ x) for the missed meal period, provided they have received prior authorization from their supervisor for working through the lunch period and they have worked more than forty (40) hours that week. When a Unit member does not receive a paid meal period, his meal period shall be uninterrupted and duty-free.

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

- B. Activities of employees during above non-work periods shall not be subject to any unreasonable restrictions.
- C. When a Unit member works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

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

Section 4-3: Clean-up Time

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

All departments shall provide field employees with the appropriate clean up kits/ materials, upon request.

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

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

Section 4-4: Seniority

- A. The City shall provide the Union with a list of Unit members showing each Unit member's employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
- C. Seniority shall be used as a factor consistent with established Civil Service procedures and Personnel Rule 14 in choice of work assignments, vacation schedules, and in the determination of lay-offs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

- A. Effective August 1, 2002, the City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives from the City and a Local 2960 representative.
- C. It is understood between the City and the Union that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.
- D. Effective August 1, 1988, the City will implement an Employee Assistance Program which will provide confidential individual and family counseling to all unit members and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.
- E. Employees in positions in classifications 320 and below will receive a health insurance supplement allowance of \$66.50 two (2) times a year to be paid in August and February. Regular bargaining unit employees must be enrolled in current City Health Insurance Program to receive this benefit.
- F. Commencing July 1994, all Unit III Police employees will be included in coverage of the Police Officers Assistance Program.
- G. The following chart reflects the MERP benefits for unit employees eligible to receive MERP as determined on August 1, 2007. It is understood the MERP amounts listed are not subject to modification through contract negotiations.

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

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

Section 5-2: Dental Insurance

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

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

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

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

Section 5-3: Life Insurance

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

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

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

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

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

The City will pay for the current life/long term care insurance benefit to unit employees.

Section 5-4: Long-Term Disability

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

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

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

Section 5-5: Holidays and Vacations

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

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

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

Christmas Day - December 25

Two vacation days - After completion of six months of full-time employment added to vacation bank of hours

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

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

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

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

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

Beginning July 1, 2018, unit members shall be allowed vacation buy out twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one hundred twenty (120) hours and has used forty (40) hours of vacation/comp-time during the calendar year.

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

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

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

Section 5-6: Uniforms

A. Uniform Allowance

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

<u>Job Classification</u>	<u>Allowance</u>
Police Assistant*/Special Detail (Detention Officer)	\$725 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist (Including employees in Planning & Development)	\$725 per annum
Fire Emergency Dispatcher/Lead**	\$725 per annum
Municipal Security Guard*	\$725 per annum (Part-time employees receive 80% of full-time allowance (\$580) in Library Dept only)

*The City will issue a one-time \$200 winter uniform jacket allowance to Police Assistants at the time they are assigned to the Parking Enforcement Detail and also to Municipal Security Guards and Police Assistants in Police Transit for outdoor work. **Police Assistant*Special Detail (Detention Officer) who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding \$800. Upon replacement, a Police Assistant*Special Detail (Detention Officer) shall be entitled to the \$800 reimbursement every five (5) years after initial purchase.**

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

1. Payment of the annual allowance will be made on or about August 1 of the fiscal year and shall be for the period of July through June, and is intended to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

2. New employees will receive the entire annual uniform allowance within thirty (30) days of the time they are directed to wear and maintain a uniform.

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

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

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

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

6. Reimbursement Schedule

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

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

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

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

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

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

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

Section 5-7: Tuition Reimbursement

- A. Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
 1. **For the 2016-2019 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.**
 2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.
- B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.
- C. The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City for Building Inspectors, Construction Permit Specialists, and Operation Assistants Air side, and Fire Prevention Specialist once they pass the test, on a one time basis only. The City will not reimburse unit members for classes the City provides at no cost, or for classes the City identifies for unit members to be taken at no cost.
- D. Unit classifications at pay range 324 and above shall be allowed to utilize up to \$150 to attend one-day, in-state, city-related seminars/training and city-related memberships.

Section 5-8: Car Insurance, Mileage Allowance, Bus Pass and Parking

- A. Where, with respect to the below listed classifications, the City expressly requires as a condition of employment that the employee own and utilize his personal automobile in performing assigned duties, such employees shall be compensated twelve dollars (\$12.00) per month toward automobile insurance expenses upon submission and resubmission as may be required by the City of such insurance expenses being incurred by the employee:

Community Worker II
Caseworker I
Caseworker Aide
Senior Center Assistant

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

*Refer to A.R. 6.21

- B. Employees regularly assigned to the airport terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- C. All regular full-time and part time bargaining unit employees will receive, upon request, a City issued bus/transit pass at no cost to be used only by the employee.
- D. If parking rates are increased, the City will notify the union prior to the increase taking place.
- E. Parking rates for employees who drive motorcycles to work shall be reduced by fifty percent (50%) when they park at the 305 garage or Adams Street Garage.
- F. The City will provide two (2) parking cards to the Union.

Section 5-9: Unpaid Parental Leave / Family Leave

- A. The City will, as a matter of general policy, authorize up to three (3) months of unpaid leave for any unit member who is the parent of newly born, legally adopted child, or any unit member who needs to care for an ill family member. Family members include spouse, qualified domestic partner, children (natural, adopted, foster or stepchildren) brother, sister, parents, and grandparents. Approval and use of this leave shall be subject to existing Personnel Rules. The employees' immediate family member does not have to live in the employees' household to be covered by this section.
- B. Employee may use up to (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an

immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g.)

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

For all of the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor under A.R. 2.30, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work regardless of the length of time.

Immediate family is defined as the following persons: spouse, qualified domestic partner, child, step-child, brother or sister of the employee or the parent of the employee or spouse, a relative who, because of family circumstances, has been a parent substitute to the employee may be considered as a substitute for mother or father in this definition.

Section 5-10: Retirement Program and Benefits

The retirement program and benefits for Unit 3 employees are listed in the Phoenix City Charter.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

Section 6-2: Copies of Memorandum

- A. Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel.
- B. Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended.

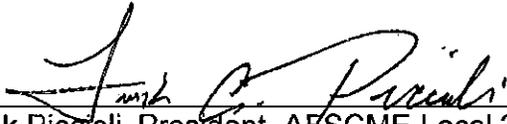
Section 6-3: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect July 1, **2016** through June 30, **2019** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than December 1st, **of the final year of the contract**, of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The City may change the terms and conditions of Administrative Regulations during the term of this Memorandum. The City will consult the Union concerning changes affecting existing compensation provided for under the following Administrative Regulations:
 - 2.16 Political Activity Time Off to Vote
 - 2.241 Compensation for Interpreting and Translation by Personnel in City Courts
 - 2.27 Employee Suggestion Program
 - 2.28 Reimbursement for Specified Expenses Incurred by Personnel on City Business
 - 2.34 Placement of Temporarily or Permanently Disabled Employees
 - 3.41 Travel Authorization and Travel Expense Allowances
- F. The provisions of this Memorandum apply to all unit members, except that entitlement to health, life and long-term disability insurance, holiday, overtime and show-up

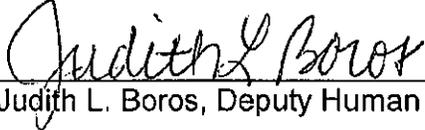
benefits for regular hourly employees shall continue in accordance with present practice and policy. The City shall not lay off from City employment full-time employees for the sole purpose of replacing them with hourly employees, and will not alter the status of incumbent full-time employees to hourly employees.

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

IN WITNESS WHEREOF, the parties have set their hands this
1st day of June, 2016



Frank Piccioli, President, AFSCME Local 2960

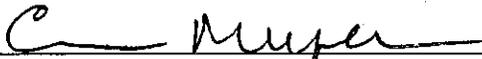


Judith L. Boros, Deputy Human Resources Director, City of Phoenix



Ed Zuercher, City Manager, City of Phoenix

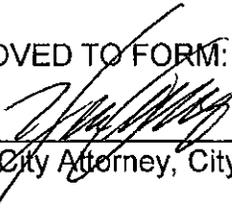
ATTEST:



Cris Meyer, City Clerk, City of Phoenix



APPROVED TO FORM:



Acting City Attorney, City of Phoenix *DAB*

AFSCME 2960 Team:
Frank A. Piccioli, President
Angie Hernandez
Chris Radoian
Debra Novak-Scott
Dennis Martinez
Dorie Levy
J. Rae Kell
Joe Witt
Krista Cunningham
Louisa Pedraza
Michelle Newcomb
Russell Pedraza

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

CITY CLERK DEPT.
2016 JUN 10 PM 3:35

ATTACHMENT A

DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation

City Clerk

Community & Economic Development

Civic Plaza

Engineering & Architectural Services

Finance

Fire

Housing

Human Services

Information Technology

Law

Library

Municipal Court

Neighborhood Services

Parks & Recreation

Planning & Development Services

Police

Public Transit

Public Works

Street Transportation

Water

Stewards are listed on our website - afscme2960.org

ATTACHMENT B (Relating to Vacation Leave)

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

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

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

benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 3 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this MOU and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 3 employees about any such administrative action that directly affects Unit 3 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 3 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 3 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

ATTACHMENT C (Relating to Sick Leave)

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

Section 3-4 (Continued)

C. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.
 - a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
 - b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.
 - c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this MOU shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").
3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this MOU shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the

Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 3 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 3 employees.

ATTACHMENT D

GUIDELINES FOR ADMINISTRATION OF COMPENSATORY TIME/CASH PAYMENT OF OVERTIME

The following understanding is intended to serve as guidelines for employees and supervisory and management personnel when administering the compensatory time provisions of this Memorandum of Understanding.

Subject to the limitations set forth herein, the following shall apply:

Employees shall have the choice of requesting either compensatory time or cash payment for overtime authorized and worked, if an overtime appropriation has been included in the department budget for the departmental work unit in which the employee works.

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

An employee's choice of type of payment shall be subject to supervisory approval. Once agreement has been reached between the employee and the supervisor, the type of payment agreed upon shall be honored.

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

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

Where budgetary, staffing, or grant limitations have been placed on the authorization, use, disbursement or payment of such funds by the City Manager, Department Head or their designated representatives, or where the terms and conditions for the receipt and/or utilization of any federal, state, or local government grants impose such limitations.

The City will make reasonable efforts to notify the Union when changes in departmental overtime policies regarding the type of payment occur. Provided, however, that failure to notify the Union shall not prevent or prohibit the department from implementing such change.

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