

MEMORANDUM OF UNDERSTANDING

laborers Local 1297
PHOENIX, ARIZONA



2002-2004



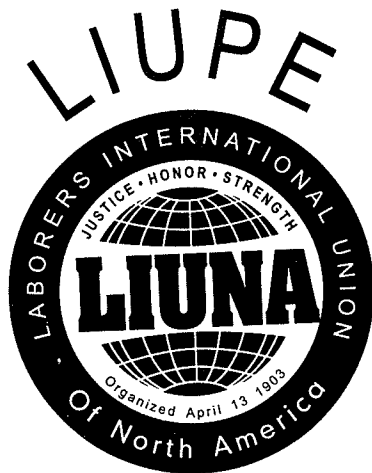
BETWEEN

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA,
PUBLIC EMPLOYEES LOCAL 1297, AFL-CIO

&
CITY OF PHOENIX

COVERING FIRE UNIT 1

811847
950 workers



1297

PREAMBLE

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

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

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

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit I; and

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

Now therefore, the City of Phoenix, hereinafter referred to as the "City" and Laborers' International Union of North America, Public Employees, Local 1297, AFL-CIO, hereinafter referred to as the "Union", having reached this complete agreement concerning wages, hours and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that the body resolve to adopt its terms.

ARTICLE 1 RECOGNITION

The City of Phoenix recognizes Laborers' International Union of North America, Public Employees Local 1297, AFL-CIO, (hereinafter "Union") as the sole and exclusive meet and confer agent pursuant to Ordinance G-3303 for all regular employees in positions as certified or hereafter certified by the PERB as constituting Field Unit I. This includes the following positions in Unit I:

"All regular full-time and part-time field employees employed by the City of Phoenix Solid Waste Management Division of the Public Works Department, consisting of Solid Waste Collection; Landfill Operations, Transfer Station, and Recycling Operation; District Operations, Golf Course, and Special Operations' Divisions of the Parks, Recreation and Library Department (excluding Library Guards); Administrative Services Division of the City Clerk Department; Human Services and Aging Services Divisions of the Human Resources Department; Street Maintenance Division and Sign Manufacturing, Maintenance, Street Marking and Parking Meter Sections of the Street Transportation Department, excluding 'office', and including clerical and preprofessional employees, confidential employees, managerial employees, police officers, fire fighters, professional and supervisory employees as defined in the Ordinance and any other employees excluded under Sections 2 and 4 of the Ordinance."

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

**ARTICLE 2
PURPOSE**

Section 1:

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

Section 2:

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

**ARTICLE 3
CITY AND DEPARTMENTAL RIGHTS**

Section 1:

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

Section 2:

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

Section 3:

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this Memorandum to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3303.

**ARTICLE 4
UNION RIGHTS**

Section 1: Grievance Representatives

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

- a. The Union may designate thirty-five (35) unit members as stewards to serve as grievance representatives, and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst employees regularly working at the job sites within the proximate geographic area where they are intended to service grievances.
- b. One such representative may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 21, Section 1), when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. Paid release time used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation shall be charged against Subsection "c." of Article 4, Section 2, Union Activities During Official Time.
- c. In those instances where it is impractical for the steward to communicate with the grievant or witnesses during the non-work hours of the steward and employee(s), supervision shall, subject to operational needs, approve the use of on-duty time in accordance with the following limitations:

- 1. Use of paid time under this paragraph shall be charged against the unit total of two thousand five hundred (2,500) hours provided in Section 2C of this article.
- 2. Use of such time shall be subject to notification to the Labor Relations Division for the purpose of administering the use of said bank hours.
- 3. Use of the time shall be in increments of fifteen (15) minutes.
- d. Representatives designated by the Local shall be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the adjustment of grievances, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the operational and safety regulations and procedures as directed by the supervisor.
- e. The Union shall have the right to file a grievance in behalf of our member(s) when personally requested by the member. Filing procedures for grievance shall be those in Article 21, Grievance Procedure.
- f. No employee shall suffer reprisal for the exercise of rights granted by this Memorandum.

Section 2: Union Activities During Official Time

- a. Unit members may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules.
- b. The person designated as the official Union representative for the unit shall be allowed up to two-thousand eighty (2,080) work hours per M.O.U. year to engage in lawful Union activities pursuant to and consistent with this

Memorandum. Time used for this purpose in excess of two thousand eighty (2,080) hours shall be at the expense of the Union and the Union shall reimburse the City at the employee's hourly rate of pay. The City will pay the employee's full-time fringe benefits.

Effective July 8, 2002, no more than three (3) persons shall be simultaneously on release time for the Unit under the provisions of Section 2 "b", "d", and "e".

The Union shall notify the City and Supervisor five (5) working days in advance in each instance of requests for release time for official Union representatives designated under Section 2-b.

- c. The Union will be allowed, subject to operational and scheduling factors and **four (4)** working days advance request in each instance, paid release time for unit members or officers of the Local to attend Union conferences and workshops, meetings of the Executive Board, meetings of the general membership, and any other activity approved by the Labor Relations Administrator. Such release time shall not exceed a unit total of two-thousand-five-hundred (2,500) hours in each M.O.U. year. Requests for release time shall be submitted to the Labor Relations Division and approval of release time hereunder shall not be arbitrarily withheld.

Effective July 8, 2002, the Union shall be allowed one-thousand (1000) hours of release time for designated unit members of the local to attend schools, conferences, workshops, training's and other activities approved by the Labor Relations Administrator. (These hours are in addition to the current bank of hours above).

Effective July 8, 2002, the Union shall be allowed up to six-thousand (\$6000) dollars per M.O.U. year for in-house CDL instruction. These monies are to be paid in one lump sum in the first pay period of each M.O.U. year.

Any unused hours shall be carried over to the next fiscal year.

- d. **Effective July 1990**, the Union will be allowed up to two-thousand- eighty (2,080) work hours per M.O.U. year for official representatives to engage in lawful unit activities pursuant to and consistent with this Memorandum. These hours are in addition to the bank of hours established in paragraph "b" above.

- e. **Effective July 8, 2002**, the Union shall be allowed up to two-thousand-eighty (2,080) work hours per M.O.U. year for official representatives to engage in lawful unit activities pursuant to and consistent with this Memorandum. These hours are in addition to the bank of hours established in "b" and "d" above.

- f. **Effective July 8, 2002**, persons designated as official Union Representatives in b, d, and e shall receive forty (40) hours of overtime at time and one half (1-½) the hourly rate of pay in the first pay period of July 2002 and the first pay period in July 2003.

- g. **Effective July 8, 2002**, the Union shall be allowed up to five-thousand (5000) dollars per M.O.U. year for designated unit members of the local to attend schools, conferences, workshops, training's and any other activity approved by the Labor Relations Administrator.

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

Section 3:

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

Section 4: Payroll Deductions

- a. The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
- b. Subject to compliance with Court orders and other legal restraints as determined by the City Attorney, the City shall not make dues deductions for unit employees on behalf of any other employee organization (as defined in Ordinance G-3303) during the term of this Memorandum.
- c. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The City shall, however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this

agreement make changes in the amount of deduction hereunder for the general membership, provided cost for implementing such changes shall be reimbursed by the Union. This charge shall not apply to submission of new individual authorization cards or revocations or individual status changes.

Section 5: Facilities and Services

- a. The Union may distribute material on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such material are on their own time.
- c. The City shall provide the Union with bulletin board space for its use in communicating with its members at mutually agreeable locations.
- d. Material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material.
- e. The Union shall have the right to meet with new unit employees for the purpose of informing each such employee of the Union and of that employee's right to have Union dues deducted from his/her pay warrant. The Personnel Department will notify the Union when orientation sessions involving new unit employees are scheduled.

Such opportunity shall be accorded the Union during the new employee orientation sessions conducted by the Personnel Department.

Section 6: List of Unit Members

- a) The City shall provide the Union quarterly with a list of unit members, their classification, department, mailing address, and geographic payroll, locator code at actual cost.

In addition, in the Solid Waste Management and Streets Divisions, where computer reports providing such information are currently available, the listing shall also show locator codes. The City will endeavor to undertake the feasibility of developing a computer locator code program in those appropriate areas where such computerized reporting does not now exist.

The Union may request said unit member listings on a more frequent interval, to be provided at actual cost, to satisfy legitimate Union needs. Any and all lists furnished by the City shall be used by the Union solely for the purpose of communicating with unit members and shall not be shared with any other individual or organization.

**ARTICLE 5
RIGHTS OF UNIT EMPLOYEES**

Section 1:

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

Section 2:

Unit members have the right to be represented by the Union and the Union reserves the right to provide protection to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations.

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 them of the nature of the investigation and the allegations involved in the interview of the Unit member. (City of Phoenix Inquiry Report) The employee shall have the right to know if their accuser is a City employee or citizen/customer, and all allegations against them.

Prior to giving the member the above written statement, the supervisor will also tell the member they have the right to a Union representative. The written statement will also notify the member that they have the right to have a Union representative attend the investigation meeting. The member or representative may ask for a caucus during the meeting. The member will be allowed to seek advice and counsel from their representative during the caucus and after the conclusion of the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the member, will have the opportunity to make a closing statement.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union representative.

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

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

A Unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include the number of known witnesses still to be interviewed and an estimated date the investigation will be completed.

Section 3:

All unit members have the right to present their own grievance, in person or by legal counsel.

Section 4:

- a. Any unit member covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Personnel Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.
- b. No unit member shall have any adverse statements entered into his personnel file without the member receiving a

copy of such statement. Unit members shall acknowledge receipt of such statement in writing by signing that they received a copy. Signing or initialing is not an indication of agreement, but solely evidence of receipt.

- c. A unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file which may be of a derogatory nature.
- d. All unit employees may request that all their 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 period immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged and returned to the employee. Separation notices are exempted from these provisions except as described below.
- e. A unit member may request to have documents related to disciplinary actions, which are ten (10) years or older, removed from their personnel file when there have been no incidents or problems of a similar nature within the ten (10) year period immediately preceding the request. The term "disciplinary actions" is defined as:
 1. Any discipline given a Unit member that resulted in suspension of eighty (80) hours or less and,
 2. For an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or,
 3. Any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the Unit member's file purge request.

Section 5:

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

Any dispute as to the definition or application of this section shall be addressed in the Labor-Management Committee described in Article 22 of this M.O.U.

Section 6:

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

Section 7:

A coaching is a verbal discussion with an employee. A coaching is not to be considered a 1st offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's files for both positive and negative incidences. An employee may receive more than one (1) coaching for a similar matter.

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

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and an above the line statement of "The

employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

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

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

Section 8:

Effective July 1, 2000, the City shall maintain and provide to each employee each quarter a record of exposure for the following: herbicides and pesticides. Asbestos will be included in the above, provided the employees are wearing the required protective equipment necessary for asbestos removal.

ARTICLE 6 HOURS OF WORK

Section 1:

This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 8.

Section 2: Work Week Defined

The regular work week for regular full-time unit members shall consist of five (5) consecutive work days in a seven (7) day pre-established work period, except as provided in Section 6 of this Article and except in those departments performing normal services regularly on Saturday and/or Sunday and except in those operations utilizing a different work week, such as a four (4) day work week.

Section 3: Work Day Defined

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

Section 4: Work Schedule Changes

Except for emergency situations, permanent regular work schedules shall not be changed without notice by the Department of at least seven (7) days to the affected employee(s) and to the Union. 3 constitute a change in the work schedule.

Section 5: Summer Work Schedules

Summer hours may begin no later than the first Monday in April, and may terminate no earlier than the second Monday in

October whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past.

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

It shall be appropriate for the Labor-Management Committee (Article 22) to review and discuss the daily starting and ending times of summer hours.

Section 6:

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

As a regular practice, overtime shall not be used. The parties agree that at times the City may require overtime work outside of an employee's normal shift.

The parties also agree that employees may be required to work on scheduled holidays and/or non-work days during the holiday week in order to provide City services on weeks containing holidays.

Section 4:

Compensation for overtime work as defined in Section 1 above will be as follows: One and one-half (1-½) times the regular rate. The regular rate shall include, if applicable, night shift differential, stand-by pay, and out-of-class pay. Overtime will be compensated after the first seven (7) minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section 1, calculated to the nearest quarter (1/4) hour. There shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under F.L.S.A.

There shall be a minimum of fifteen (15) hours off between shifts (thirteen (13) hours for a Unit member working a 4/10 schedule). If this is not possible, the Unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen (13) hour period for a Unit member working a 4/10 schedule).

This language only applies to employees who work two (2) full shifts. If an employee works less than a full shift, either before or after his/her regular shift, the 15/13 hour rules does not apply.

Section 5:

In lieu of cash payment, a unit employee may request compensatory time credits up to a maximum accumulation of one

hundred seventy (170) hours. The request for compensatory credit must be made at the time the overtime is worked. Use of compensatory time off within the work period shall be subject to departmental approval and scheduling.

Accumulated compensatory time in excess of one hundred seventy (170) hours must be paid in cash.

Effective July 7, 2003, one-hundred-seventy (170) increased to one-hundred-eighty (180).

Section 6:

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of forty (40) hours by notifying the Department Head in writing of such intent during the month of October. Payment will be made on or before December 15.

ARTICLE 9 CLEAN-UP TIME

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

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

**ARTICLE 10
WAGES**

Section 1:

Effective July 8, 2002, the City will contribute an additional five-one-hundredths of a percent (0.05%) of the annual base wage to a deferred compensation fund for each employee. (The new total contribution will be 3.15%)

Section 2:

Effective July 8, 2002, rates of pay shall be increased by one and four-tenths of a percent (1.4%).

Section 3:

Effective July 12, 1999, certified/registered employees in Parks Special Operations or other continuous non-incident spraying as assigned by the supervisor shall receive thirty-five cents (\$.35) in addition to the current fifteen cents (\$.15) [new total will be fifty cents (\$.50)] in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying herbicides or pesticides.

Section 4:

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

Section 5:

Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "Pay Schedule" shall mean the schedule computed and published by the Personnel Department for payroll purposes pursuant to Council Action in the Pay and Compensation Ordinance.

Section 6: Longevity-Performance Pay

In recognition of continuous service and overall performance, the City agrees to implement, effective in January 1989, the following longevity-performance pay formula for unit employees.

a. Pay Benefit:

On November 25, 2002 and June 9, 2003, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for fifty dollars (\$50.00) for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of seven hundred dollars (\$700.00), annual maximum of fourteen hundred dollars (\$1,400.00) at nineteen (19) years.

On November 24, 2003 and June 7, 2004, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for fifty dollars (\$50.00) for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of seven hundred dollars (\$700.00), annual maximum of fourteen hundred dollars (\$1,400.00) at nineteen (19) years.

b. Qualifications:

1. An employee must have completed at least one year (1) of continuous full-time service at the top step in his pay range. Qualifications for longevity pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, longevity will not be affected by movements to positions within the same pay range.
2. An employee must have completed six (6) years of continuous full-time service.

3. An employee must have received the overall performance rating of "meets standards" or better on his latest scheduled performance evaluation on file in the Personnel Department. For those employees who are otherwise eligible for longevity, an employee who receives a below "meets standards" evaluation shall receive another evaluation within ninety (90) days to one-hundred-twenty (120) days, and if that evaluation is "meets standards" or better, he will be eligible to receive the next scheduled longevity payment.

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

c. Terms of Payment:

1. Payments will be made within thirty (30) days of the qualifying date.
2. Employees who separate from City employment after the qualifying date but prior to the payment day shall receive the payment in their termination pay.
3. The longevity payment will be included in the regular paycheck instead of being paid in a separate warrant.
4. When a position is reclassified to a higher classification, or when classification is assigned to a higher pay range, incumbents who are receiving longevity pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous longevity amount

(incumbent's last semi-annual payment times two), and which does not result in a decrease from that combined amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, and the incumbent is receiving longevity pay, he/she will be moved to the top step and continue to be eligible for longevity pay.

Section 7:

Effective January 2003, a new one-half (1/2) step will be added to the pay plan for all Unit 1 job classifications. Employees who have been at the current top step for one year or more will move to the new step in January 2003. Above mentioned employees will also continue to receive longevity pay.

Section 8:

The increase in 2003-2004 total compensation will equal 75% of fiscal year 2002-2003 General Fund revenue growth, however, this total compensation will be no lower than 2% or greater than 5%. * The increase in total compensation will be implemented in two phases.

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

- **First, the health, dental and life insurance cost increase will be converted to a total compensation percentage, assuming the continuation of already agreed to cost-sharing and will be calculated in the way it has been historically. This will include an increase in the orthodontia benefit to \$4,000. (This cost increase is expected to be known by January 1, 2003, after review and approval by the Health Care Task Force).**

- Second, an across the board wage increase will be effective July 7, 2003, as necessary to achieve a 2% increase in total compensation. This increase will be calculated once the Health Care Task Force recommendation is approved.

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

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

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

- One half (1/2) step carry-over cost
- Sick leave conversion increase from 20% to 25%
- 15 cents additional weekend pay
- Wage increases

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

ARTICLE 11 STAND-BY PAY

When a unit member is required and assigned to be available for emergency call back, outside of his regular daily or weekly work schedule, the employee shall be compensated for such stand-by hours that he remained available at two dollars and fifty cents (\$2.50) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

ARTICLE 12 SHOW-UP TIME

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

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

Employees released hereunder prior to the end of their scheduled shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 11 hereof). Employees called back to work shall be entitled to their hourly rate of pay only and not any guaranteed minimums for work performed during the balance of their regularly scheduled shift.

**ARTICLE 15
HEALTH INSURANCE
AND EMPLOYEE ASSISTANCE**

Section 1:

Effective **August 1, 2002**, the City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease in **2003**, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.

Section 2:

Commencing August 1, 1988, the City will implement an Employee Assistance Program, which will provide confidential, individual and family counseling to all unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

Section 3:

The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Union.

Section 4:

The City agrees to continue the formalized complaint procedure with respect to the service under all plans.

**ARTICLE 16
DENTAL INSURANCE**

The City agrees to retain the dental insurance plan for unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for eighty percent (80%) (effective August 1, 1998) 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, 1992, the City shall pay the premium costs for single Unit employees (employee only coverage), and seventy-five percent (75%) of the premium costs for Unit employees and their qualified dependents (family coverage).

Effective **August 1, 2002**, the City and the union agree to maintain the current dental premium split. Effective **August 1, 2003**, if there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

Effective **August 1, 2003**, orthodontia benefit is increased from two-thousand-five-hundred (\$2,500) dollars to four-thousand (\$4,000) dollars.

**ARTICLE 17
LIFE INSURANCE**

The City will continue for regular full-time unit members the existing off-the-job and on-the-job life and dismemberment insurance coverage, the face value of the policy being fifteen thousand dollars (\$15,000); in addition the City will pay thirty-thousand dollars (\$30,000) for death in-the-line-of-duty insurance.

The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Personnel Department.

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

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

ARTICLE 18 LONG TERM DISABILITY INSURANCE

Pursuant to A.R. 2.323, the City will continue the insurance plan covering long term disability for all permanent full-time unit members, provided, however, that amendments to this A.R. shall not conflict with the express provisions of the M.O.U.

Employees are eligible for coverage after completing one (1) year of full-time continuous employment.

Effective August 1, 1980, after an established three (3) months qualifying period, the plan will provide up to sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75). This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

It is understood between the City and the Union that any changes in long term disability insurance benefits and/or rates shall be effective on or about August 1.

ARTICLE 19 JURY DUTY PAY

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

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

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

**ARTICLE 20
HOLIDAYS AND VACATION PAY**

Section 1:

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

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

New Year's Day	January 1
Martin Luther King's Birthday	January, Third Monday
President's Day	February, Third Monday
Memorial Day	May, Last Monday
Independence Day	July 4
Labor Day	September, First Monday
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
Two Personal Leave Days	After completion of six month's of full-time employment.
Cesar Chavez Birthday	Effective March 31, 2004

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

The Personal Leave Days may be taken on any day of the employee's choosing after completion of six month's of full-time employment, subject to operational and scheduling factors and the limitations of A.R. 2.11, except that the Personal Leave days shall be taken within the calendar year in which they are granted.

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

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

All compensatory time hours are subject to the **one hundred seventy (170) hours maximum accumulation. Effective July 7, 2003, compensatory time hours are increased to one hundred eighty (180) hours maximum accumulation.**

Section 2: Vacation Accumulation

a. Effective July 1, 1990, vacation accrual for Unit members with less than five (5) years service shall be increased to eight (8) hours per month. Vacation accrual for all other Unit members shall remain the same as currently authorized.

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

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>
0-5 years	8 hours	192 Hours
6-10 years	10 hours	240 Hours
11-15 years	11 hours	264 Hours
16-20 years	13 hours	312 Hours
21+ years	15 hours	360 Hours

Section 3:

The parties agree that on the following specified holidays, Unit members in **Public Works and Parks** whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave:

1. Independence Day.....July 4,
2. Labor Day.....September, First Monday,
3. Thanksgiving Day.....November, Fourth Thursday,
4. Friday after Thanksgiving Day
5. Christmas Day.....December 25

Effective July 1, 1996, unit members shall be allowed a vacation buyout one time per calendar year, on December 1. The buyout is up to a maximum of twenty-four (24) hours, after the employee has accumulated a minimum of one-hundred seventy-five (175) hours of vacation leave.

Section 4: Unpaid Parental Leave

The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or newly adopted child. This period of unpaid leave is also authorized for an employee who must care for a seriously ill member of the immediate family. Approval and use of the leave described herein is subject to existing Personnel Rules.

Section 5:

Where illness in the immediate family requires an employee's absence from work, the employee may use one day (eight-hour maximum, in two-hour increments) of accumulated sick leave each calendar year for this purpose. Immediate family is defined as the following person residing in the employee's household. Spouse, child, stepchild, or the parent of the employee or spouse. The City may require proof of such family illness in accordance with established procedures.

**ARTICLE 21
GRIEVANCE PROCEDURE**

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

Section 1: Informal Resolution

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

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

Section 2: Definition of Grievance

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

Section 3: Procedure

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

Step I

The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his immediate (non-unit) supervisor designated by the City within fifteen (15) calendar days of the initial commencement of the occurrence being grieved or when the employee has reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance or such meeting, whichever is later, submit his response there to in writing, to the grievant and the grievant's representative, if any.

Step II

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by completing, signing and presenting the City form to the second level of review (Department Director designated by the City) within ten (10) calendar days of the grievant's receipt of the level one (1) response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the

meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step III

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

- | | |
|--------------------|---|
| Chairman - | A member of the City Manager's Office designated by the City Manager. |
| Secretary - | The Labor Relations Administrator or his designee. |
| Member - | The Business Manager of the Union or his designee. |

The Grievance Committee shall, within ten (10) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

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 the second level response.

If the grievant so elects and the parties mutually agree, the grievant may request the assistance of a Federal Mediation and Conciliation Service (FMCS) mediator to try to resolve the issue within a reasonable time. If no resolution is found during this process, the grievant may submit a request in writing within ten (10) calendar days of this finding to invoke the following procedure.

If the grievant so elects in writing within the above time limit, in lieu of such hearing, the grievance may be reviewed by an arbitrator. The parties, or their designated representative, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector.

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

1. The arbitrator shall neither add to, detract from nor modify the language of the memorandum or of departmental rules and regulations in considering any issue before him.
2. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
3. The arbitrator shall be bound by applicable State and City law.

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

The City Manager, shall, within fourteen (14) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

Section 4: Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by Article 4. The Union shall file such grievance at Step II of the procedure.

Section 5: Time Limits

Failure of City Management representatives to comply with time limits specified in Section 3 shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except however, that the parties may extend time limits by mutual written agreement in advance.

Section 6: Notice to Union of Grievance Resolutions

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

Section 7:

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

Section 8:

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

Section 9:

Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within ten (10) days of the 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 five (5) days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step IV herein; provided, the employer shall bear the cost of the services of the arbitrator.

Section 10: 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 II of this procedure which provides the next level of supervision having authority over all named grievants. Each Unit member that is a party grievant must be named and must sign such group grievance.

ARTICLE 22 LABOR-MANAGEMENT COMMITTEE

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

Section 1:

There shall be a Labor-Management Committee consisting of three (3) representatives of the Union and three (3) representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.

Section 2:

The Committee shall meet, when necessary, at mutually agreed upon times. The Committee will also meet to discuss methods of improving the level of productivity when needed.

Section 3:

If the representative of the Union is a unit member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

Section 4:

The Union shall be advised of Management recommendations for contracting of work presently being performed by Unit members which would directly result in a reduction in the number of permanent unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure (Article 21) of this Memorandum.

The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 21) of this Memorandum.

Section 5:

Prior to the City changing any FMLA administrative practices, the City will meet with the Union to discuss these changes and consider the Unions input.

Section 6:

Within 6 months, the City and the Union will meet to discuss light-duty issues. The parties will have at least 3 additional meetings on this issue over the next 6 months after the 1st meeting.

**ARTICLE 23
OUT-OF-CLASS PAY**

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

Section 1:

To be eligible for the additional compensation, the unit member must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive.

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

Section 2:

Temporary assignments out-of-class shall be recorded only in full-shift units. A unit member working out-of-class for four (4) hours in an eight (8) hour shift or five (5) hours in a ten (10) hour shift or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than four (4) or five (5) hours in any given shift.

Section 3:

To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.

Section 4:

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

Section 5:

A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

**ARTICLE 24
NEW POSITIONS/CLASSIFICATIONS**

Section 1:

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

The City shall notify the Union of the results of any Unit 1 reclassification study prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.

Section 2:

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

Section 3:

The City agrees that except in extraordinary situations it will notify the Union in advance in writing when significant changes will be made in the duties and responsibilities in position classification standards resulting in classification changes.

Section 4:

- a. The Union may submit written requests for job classification studies to the Labor-Management Committee.
- b. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:

1. A full description of the new duties and responsibilities.
 2. A full explanation of why the Union feels the position(s) should be reclassified.
 3. A list of comparative positions/ classifications that led to the Union's request.
 4. Such other information as is normally considered relevant to a classification review.
- c. Valid written requests will be considered in the sequence of receipt by the Personnel Department. The City will endeavor to complete such studies within six (6) months from the start of the audit.
- d. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.
- e. The City will inform the Union when Union-requested classification studies are begun and will inform the Union of progress of the study at thirty (30) day intervals at the scheduled Labor-Management Committee meetings.

**ARTICLE 25
TRANSFER PROGRAM**

The City and the Union acknowledge mutual interest in the success of the present program of minimizing layoffs of employees by seeking to place such employees in other positions, consistent with Civil Service Rules on seniority. The Union agrees to provide positive counseling to unit members so affected to ease the transition to other positions. The City agrees to make available, on request, job counseling in order to provide training assistance to the employee during the first thirty (30) days of the new work assignment.

**ARTICLE 26
PART-TIME EMPLOYEES**

Hourly paid unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to the same benefits for authorized work on holidays as received by regular full-time unit members. In addition, such employees shall receive vacation credits prorated for the number of hours worked after the qualifying period is satisfied. Vacation credits shall be calculated and paid in cash in December and June. These hourly-paid employees shall be considered for advancement from Pay Step 1 to Pay Step 2 after completing one-thousand forty (1,040) hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working two-thousand-eighty (2,080) hours in Pay Step 2. The twenty-six (26) week qualifying period commenced on January 1, 1978 for Sanitation part-time employees. A similar qualifying twenty-six (26) week period commenced on July 1, 1980 for all other unit part-time employees.

Effective August 1, 1980, employees who completed the twenty-six (26) weeks qualifying period shall be eligible for participation in the City's Health, Life, and Dental insurance programs. The City's premium participation will be the same as that provided for full-time employees. Continuation of participation under these plans will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his/her participation shall continue for the period November through January. A similar review and qualification will be required for October, November and December; January, February and March; and April, May and June. If the employee separates from City employment, the participation will cease.

Effective July 1, 2000, part-time employees are allowed an hours reduction of up to two (2) weeks in one pay period in the twenty-six (26) week qualifying period and each period thereafter, without impacting their eligibility to participate in the part-time employees' benefit programs.

**ARTICLE 27
HEALTH AND SAFETY COMMITTEE**

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

Section 1:

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

Section 2:

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

Section 3:

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

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

Section 4:

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

Section 5:

Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

Section 6:

The City will provide to the employee a copy of the completed accident investigation and any other material that the City plans to present at a hearing or appeal process.

The City will also receive a copy of any material that the employee plans to present at a hearing or appeal process.

This material will be supplied as quickly as possible after the material has been prepared. **A hearing or appeal date will not be scheduled sooner than fourteen (14) calendar days after employee's receipt of the material.**

**ARTICLE 28
NO STRIKES AND LOCKOUTS**

Section 1:

The provisions of Section 3 (17), and Section 13 and Section 14 of Ordinance G-3303 are expressly incorporated herein.

Section 2:

The City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Memorandum.

**ARTICLE 29
TERM AND EFFECT OF MEMORANDUM OF
UNDERSTANDING**

Section 1:

This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2002, up to the beginning of the first regular pay period July 2004, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1st of its request(s) to terminate or renegotiate a new Memorandum for the next term of agreement.

Section 2:

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

Section 3:

The provisions of this Memorandum shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.

Section 4:

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

**ARTICLE 30
AID TO CONSTRUCTION OF PROVISIONS OF
MEMORANDUM OF UNDERSTANDING**

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

**ARTICLE 31
SAVING CLAUSE**

If any article or section of this Memorandum should be held invalid by operations of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby.

**ARTICLE 32
COPIES OF MEMORANDUM**

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

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

**ARTICLE 33
SICK LEAVE CONVERSION AT RETIREMENT**

Effective July 10, 2000, a unit member who has accumulated a minimum of seven hundred and fifty (750) qualifying hours or more of accrued and unused sick leave at the time of a duty-related retirement shall be eligible for payment of an amount of compensation equal to twenty percent (20%) of his base hourly rate for all hours in excess of two hundred and fifty (250) hours.

Effective July 7, 2003, increase twenty (20%) percent to twenty-five (25%) percent.

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

By:

CITY MANAGER

Dated:

ATTEST: _____ CITY CLERK _____

APPROVED AS TO FORM: _____
CITY ATTORNEY

CITY OF PHOENIX BARGAINING COMMITTEE:

Gregory E. Fretz, Labor Relations Administrator
Yvonne Warren, Member
Brian Henrichs, Member
Joe Franklin, Member
Pamela Foster, Member
Judi Suedmeyer, Member

LOCAL 1297 BARGAINING COMMITTEE:

Tommy Valenzuela, President
Curt Malaise, Chief Spokesperson
Robert Donahue, Member
Dolores Henderson, Member
Scott Land, Member
Augustine Mendez, Member
Cecil Conrad, Member
Vivian Reaume, Member
Dave Person, Member
Mike Thompson, Business Manager
Larry Waggoner, Member
William Higgins, Member

**LIUPE LOCAL 1297 & CITY OF PHOENIX
INTENT OF NEW CONTRACT LANGUAGE
2002-2004**

ARTICLE 5, SECTION 8

This section informs an employee of chemicals that they are using on a quarterly basis.

ARTICLE 8, SECTION 3

The new language is not intended to change current past practice.

RESOLUTION NO. 19821

A RESOLUTION APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING RESULTING FROM THE MEETING AND CONFERRING OF STAFF MEMBERS OF THE CITY OF PHOENIX AND LIUPE, LOCAL 1297, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME.

WHEREAS, the City of Phoenix has met and conferred with LIUPE, Local 1297, and a Memorandum of Understanding has been approved by the organization's membership; and

WHEREAS, a copy of the Memorandum of Understanding has been filed with the City Clerk and an opportunity for public comment has been provided on the Council's agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The terms of the Memorandum of Understanding between the City and LIUPE, Local 1297, are hereby approved and the City Manager is authorized to execute the same.

PASSED by the Council of the City of Phoenix this 26th day of June, 2002.

C. Amato
ACTING MAYOR

ATTEST:
Vicky Neal City Clerk

APPROVED AS TO FORM:
William Bab ACTING
City Attorney

REVIEWED BY:
Paul Paulsen City Manager

LMH:ds/133288 *ds*

CITY CLERK DEPT.
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