

City of Phoenix

*Meeting Location:
City Council Chambers
200 W. Jefferson St.
Phoenix, Arizona 85003*



City of Phoenix

Agenda

Wednesday, April 22, 2026

2:30 PM

phoenix.gov

City Council Formal Meeting

If viewing this packet electronically in PDF, open and use bookmarks to navigate easily from one item to another.

OPTIONS TO ACCESS THIS MEETING

Virtual Request to speak at a meeting:

- Register online by visiting the City Council Meetings page on phoenix.gov at least 2 hours prior to the start of this meeting. Then, click on this link at the time of the meeting and join the Webex to speak:

<https://phoenixcitycouncil.webex.com/phoenixcitycouncil/j.php?MTID=m063dccea5e0e44f29534612c9fa9af50>

- Register via telephone at 602-262-6001 at least 2 hours prior to the start of this meeting, noting the item number. Then, use the Call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive 1 hour prior to the start of this meeting. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.
- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

At the time of the meeting:

- Watch the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.
- Call-in to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2553 179 1341# (for English) or 2558 262 0859# (for Spanish). Press # again when prompted for attendee ID.

- Watch the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.
- Members of the public may attend this meeting in person. Physical access to the meeting location will be available starting 1 hour prior to the meeting.

Para nuestros residentes de habla hispana:

- Para registrarse para hablar en español, llame al 602-262-6001 al menos 2 horas antes del inicio de esta reunión e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2558 262 0859#. El intérprete le indicará cuando sea su turno de hablar.
- Para solamente escuchar la reunión en español, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 2558 262 0859#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.
- Para asistir a la reunión en persona, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.
- Miembros del público pueden asistir a esta reunión en persona. El acceso físico al lugar de la reunión estará disponible comenzando una hora antes de la reunión.

CALL TO ORDER AND ROLL CALL

MINUTES OF MEETINGS

- 1 **For Approval or Correction, the Minutes of the Formal Meeting on October 15, 2025**

Page 12

BOARDS AND COMMISSIONS

- 2 **Mayor and Council Appointments to Boards and Commissions** Page 13

Attachments

[Attachment A - Boards and Commissions Appointments.pdf](#)

LIQUOR LICENSES, BINGO, AND OFF-TRACK BETTING LICENSE APPLICATIONS

- 3 **Liquor License - First Watch #1213 - District 1** Page 16

Attachments

[Attachment A - First Watch #1213 - Data.pdf](#)

[Attachment B - First Watch #1213 - Map.pdf](#)

- 4 **Liquor License - Special Event - Vietnamese Martyrs Roman Catholic Parish Phoenix - District 3** Page 21

- 5 **Liquor License - Special Event - Cursillo Movement of Phoenix, Inc. - District 6** Page 22

- 6 **Liquor License - Special Event - Madison District Educational Foundation, Inc. - District 6** Page 23

- 7 **Liquor License - Special Event - Arvizu Charities, Inc. - District 7** Page 24

- 8 **Liquor License - STK - District 7** Page 25

Attachments

[Attachment A - STK - Data.pdf](#)

[Attachment B - STK - Map.pdf](#)

- 9 **Liquor License - Turquoise Wine Bar Roosevelt (Series 7) - District 8** Page 30

- 10 **Liquor License - Turquoise Wine Bar Roosevelt (Series 10 & 10S) - District 8** Page 32

PAYMENT ORDINANCE (Ordinance S-52771) (Items 11-14)

11	PetSmart LLC	Page 34
12	Blackhawk Construction, LLC	Page 35
13	City of Glendale	Page 36
14	Settlement of Claim(s) Dabic v. City of Phoenix	Page 37

ADMINISTRATION

15	Call for a Special Meeting of the Phoenix City Council on May 12, 2026 - Citywide	Page 38
16	Public Comment on Proposed MOU Between City of Phoenix and Laborers' International Union of North America, LIUNA Local 777 (Unit 1) - Citywide	Page 39
	<i>Attachments</i> Attachment A - Draft 2026-2028 Unit 1 (LIUNA 777) MOU.pdf	
17	Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2384 (Unit 2) - Citywide	Page 100
	<i>Attachments</i> Attachment A - Draft 2026-2028 Unit 2 (AFSCME 2384) MOU.pdf	
18	Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2960 (Unit 3) - Citywide	Page 160
	<i>Attachments</i> Attachment A - Draft 2026-2028 Unit 3 (AFSCME 2960) MOU.pdf	
19	Public Comment on Proposed MOU Between City of Phoenix and Phoenix Law Enforcement Association, PLEA (Unit 4) - Citywide	Page 224
	<i>Attachments</i> Attachment A - Draft 2026-2028 Unit 4 (PLEA) MOU.pdf	

- 20 **Public Comment on Proposed MOU Between City of Phoenix and Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5) - Citywide** Page 288
- Attachments*
[Attachment A - Draft 2026-2028 Unit 5 \(IAFF 493\) MOU.pdf](#)
- 21 **Print and Mail Election Materials Contract RFP GGS-26-0079 - Request for Award (Ordinance S-52784) - Citywide** Page 343
- 22 **Granting and Abandoning of Electrical Easements to Salt River Project at Lift Station 61 (Ordinance S-52803) - District 7** Page 345
- 23 **Acquisition of Real Property for the Lift Station 55-56 Redundant Force Main Project Located North of State Route 202 and East of South Central Avenue (Ordinance S-52804) - District 6** Page 347
- 24 **Acceptance and Dedication of a Deed and Easements for Public Utility and Roadway Purposes (Ordinance S-52806) - Districts 6 & 8** Page 348
- 25 **Acceptance of Easement for Water Purposes (Ordinance S-52807) - District 8** Page 350
- 26 **Temporary Staffing Services - RFQu 19-060 - Amendment (Ordinance S-52786) - Citywide** Page 351
- 27 **Oracle Master Agreement - Amendment (Ordinance S-52802) - Citywide** Page 353
- 28 **Civil Service Board Hearing Officer Contracts - RFQu 26-0089 - Request for Award (Ordinance S-52775) - Citywide** Page 355
- 29 **Parts and Services for Direct Current Batteries and Power Plants Contract - IFB-26-0107 Request for Award (Ordinance S-52774) - Citywide** Page 357

COMMUNITY SERVICES

30	Loan Federal HOME Funds for Sunnyside Commons Apartments Affordable Housing Development (Ordinance S-52798) - District 3	Page 359
31	Loan Federal HOME Funds for Alex Apartments Affordable Housing Development (Ordinance S-52799) - District 4	Page 361
32	Loan Federal HOME Funds for 2nd and Roosevelt Affordable Housing Development (Ordinance S-52797) - District 7	Page 363
33	Loan Federal HOME Funds for Wood Street Senior Affordable Housing Development (Ordinance S-52800) - District 8	Page 365
34	Authorization to Amend Contract with Community Bridges, Inc. 157666 for Rio Fresco Emergency Shelter Operations (Ordinance S-52809) - District 8	Page 367
35	Data Sharing and Privacy Agreement Between the Phoenix Union High School District and the City of Phoenix Public Library Department for Access to Educational Information (Ordinance S-52796) - Citywide	Page 369
36	Arizona Parks and Recreation Association Contract - Request for Award (Ordinance S-52805) - Citywide	Page 370

ECONOMIC DEVELOPMENT

37	Online Mobile Geo-Location Intelligence Services Contract with Placer Labs, Inc. (Ordinance S-52787) - Citywide	Page 372
38	Fiscal Monitoring Services - RFP-CED25-FMS - Request to Award Contract (Ordinance S-52791) - Citywide	Page 374

- 39 **Arizona Department of Economic Security
Industry-Driven Skills Training Fund Grant and
Advanced Manufacturing Employer Contracts
(Ordinance S-52794) - Citywide** Page 376

PUBLIC SAFETY

- 40 **Laboratory and Medical Equipment, Supplies, Services,
and Reagents - COOP 26-0212 - Request for Award
(Ordinance S-52788) - Citywide** Page 378
- 41 **Fiscal Year 2025 Edward Byrne Memorial Justice
Assistance Grant (Ordinance S-52801) - Citywide** Page 380

TRANSPORTATION AND INFRASTRUCTURE

- 42 **Cyclone Equipment, OEM Parts and Repair Services -
RFA 26-0229 - Request for Award (Ordinance S-52772) -
Districts 1, 8, & Out of City** Page 382
- 43 **Accessible Visual Inclusion Services Contract - RFA
26-0277 Request for Award (Ordinance S-52782) -
Districts 1, 8, & Out of City** Page 384
- 44 **Voluntary Acquisition of Improved Real Property
Located at 121 S. 28th Street for Phoenix Sky Harbor
International Airport (Ordinance S-52808) - District 8** Page 386
- 45 **Phoenix Sky Harbor International Airport Terminal 3
North Concourse 2 Processor Improvements -
Professional Services Amendment - AV13000004
(Ordinance S-52776) - District 8** Page 388
- 46 **Phoenix Sky Harbor International Airport Terminal 3
North Concourse 2 Apron - Design-Bid-Build Services -
AV08000087 FAA (Ordinance S-52792) - District 8** Page 390

- 47 **Phoenix Sky Harbor International Airport Terminal 4
Baggage Handling System Upgrades - Architectural
Services Amendment - AV21000109 (Ordinance
S-52795) - District 8** Page 392
- 48 **Amend City Code - Proposed Solid Waste Service Rate
Increase (Ordinance G-7510) - Citywide** Page 394
- Attachments*
- [Attachment A - 02.10.26 Policy PWD SW Rate Update.pdf](#)
[Attachment B - Solid Waste Rate Info Session Summaries.pdf](#)
[Attachment C - SW Rate Public Outreach Summary.pdf](#)
[Attachment D - ORD G- 4-22-26 - Amend City Code - Proposed Solid Waste Service Rate Increase.](#)
- 49 **Amend City Code - Section 36-158, Schedule I, Local
Speed Limits at 13 Locations (Ordinance G-7509) -
Districts 1, 2, 4, 5, 6, 7, & 8** Page 445
- Attachments*
- [Attachment A - Speed Limit Ordinance Spring 2026.pdf](#)
[Attachment B - Summary of Changes Spring 2026.pdf](#)
- 50 **Traffic Signal Cabinet Art Wrap Contract -
RFQu-26-0114 - Request for Award (Ordinance S-52773)
- Citywide** Page 484
- 51 **Salt River Project Distribution Design and Construction
Contract 4226278 (Ordinance S-52778) - District 8** Page 486
- 52 **Salt River Project Land Use License LJ115935 -
ST87600138 (Ordinance S-52779) - District 4** Page 487
- 53 **Salt River Project Land Use License LJ89817 -
ST87600138 (Ordinance S-52780) - District 4** Page 488

54	Street Transportation Department Project Management Assistance On-Call Services for Fiscal Years 2027-2030 (Ordinance S-52785) - Citywide	Page 489
55	Laveen and Estrella Phoenix Connected Active Neighborhoods Program - Engineering Services - ST87600146 (Ordinance S-52793) - Districts 4, 7, and 8	Page 491
56	GfG Multi-Gas Monitors, Repair, and Replacement Parts, Accessories, and Services Contract - IFB-26-0213 - Request for Award (Ordinance S-52789) - Citywide	Page 493
57	Authorization to Enter into an Agreement with the Salt River Project Agricultural Improvement and Power District for Non-Residential Grass Removal Financial Incentives (Ordinance S-52777) - Citywide	Page 495
58	Wastewater Treatment Facilities Rehabilitation - Job Order Contracting Services - JOC253 (Ordinance S-52783) - Citywide	Page 497
59	Water Main Replacement Program Plumbing - 2-Step Job Order Contracting Services - JOC247 (Ordinance S-52781) - Citywide	Page 500
60	Water Pipe and Miscellaneous Fittings Contract IFB-26-0217 - Request for Award (Ordinance S-52790) - Citywide	Page 502

PLANNING AND ZONING MATTERS

61	Modification of Stipulation Request for Ratification of March 18, 2026 Planning Hearing Officer Action - PHO-1-25--Z-257-84-5(4) - Southeast Corner of 24th Avenue and Coolidge Street - District 4	Page 504

Attachments

[Attachment A - PHO Stipulation - PHO-1-25--Z-257-84-5\(4\) .pdf](#)

- 62 **Modification of Stipulation Request for Ratification of
March 18, 2026, Planning Hearing Officer Action -
PHO-3-26--Z-57-06-7 - Approximately 500 Feet West of
the Northwest Corner of 91st Avenue and Lower
Buckeye Road - District 7** Page 510

Attachments

[Attachment A - PHO Stipulation - PHO-3-26--Z-57-06-7.pdf](#)

- 63 **Amend City Code - Ordinance Adoption - Rezoning
Application PHO-2-26--Z-14-19-8 - Northeast Corner of
59th Avenue and Elliot Road (Ordinance G-7508) -
District 8** Page 514

Attachments

[Attachment A - PHO Ordinance - PHO-3-26--Z-14-19-8.pdf](#)

REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS

000 CITIZEN COMMENTS

ADJOURN



Report

Agenda Date: 4/22/2026, Item No. 1

For Approval or Correction, the Minutes of the Formal Meeting on October 15, 2025

Summary

This item transmits the minutes of the Formal Meeting of October 15, 2025, for review, correction and/or approval by the City Council.

The minutes are available for review in the City Clerk Department, 200 W. Washington Street, 15th Floor.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Report

Agenda Date: 4/22/2026, Item No. 2

Mayor and Council Appointments to Boards and Commissions

Summary

This item transmits recommendations from the Mayor and Council for appointment or reappointment to City Boards and Commissions.

Responsible Department

This item is submitted by the Mayor's Office.

ATTACHMENT A



City of Phoenix

To: City Council
From: Mayor Kate Gallego

Date: April 22, 2026

Subject: BOARDS AND COMMISSIONS – APPOINTEES

The purpose of this memo is to provide recommendations for appointments to the following Boards and Commissions:

Citizens Transportation Commission

I recommend the following for appointment:

Christian Bearden

Mr. Bearden is a Consultant at Bearden Consulting and a resident of District 4. He fills a vacancy for a term to expire June 30, 2029.

I recommend the following for reappointment:

Lina Bearat

Ms. Bearat will serve a second term to expire June 30, 2029.

Mike Huckins

Mr. Huckins will serve a second term to expire June 30, 2029.

Elizabeth Perez

Ms. Perez will serve a second term to expire June 30, 2029.

Clark Princell

Mr. Princell will serve a second term to expire June 30, 2029.

David Steinmetz

Mr. Steinmetz will serve a second term to expire June 30, 2029.

Deer Valley Village Planning Committee

Councilwoman Ann O'Brien recommends the following for appointment:

Keith Gray

Mr. Gray is a Retiree and a resident of District 1. He fills a vacancy for a term to expire April 22, 2028.

Planning Commission

I recommend the following for appointment:

Jonathan Ammon

Mr. Ammon is the Founder of JammonStudios and a resident of District 6. He fills a vacancy for a term to expire April 22, 2030.



Liquor License - First Watch #1213 - District 1

Request for a liquor license. Arizona State License Application 379292.

Summary

Applicant

Joanne Feinstein, Agent

License Type

Series 12 - Restaurant

Location

2949 W. Agua Fria Freeway

Zoning Classification: C-2

Council District: 1

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and does not have an interim permit. This business is currently being remodeled with plans to open in June 2026.

The 60-day limit for processing this application is May 3, 2026.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have the capability, reliability and qualifications to hold a liquor license because: First Watch currently operates 36 restaurants in Arizona, all of which hold an active liquor license and none of which have experienced any liquor license violations. First Watch also operates hundreds of restaurants across the country that hold a liquor license. I have been in the restaurant business for over 30 years, including 20 years with First Watch, and am experienced in all areas of restaurant operations."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"First Watch #1213 is taking over and remodeling a building that was formerly a restaurant. The location is in an outdoor shopping/entertainment area with other restaurants, retail and a movie theater multiplex. The area is growing, and the community is in need of a casual breakfast/brunch/lunch restaurant to serve their needs for a comfortable and casual place to meet, enjoy a meal, share a drink (alcoholic or non-alcoholic) and connect with each other."

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Attachment A - First Watch #1213 - Data

Attachment B - First Watch #1213 - Map

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.

Liquor License Data: FIRST WATCH #1213

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	1	1
Liquor Store	9	2	0
Beer and Wine Store	10	2	2
Restaurant	12	4	4

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	104.48	164.54
Violent Crimes	12.31	14.3	27.7

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

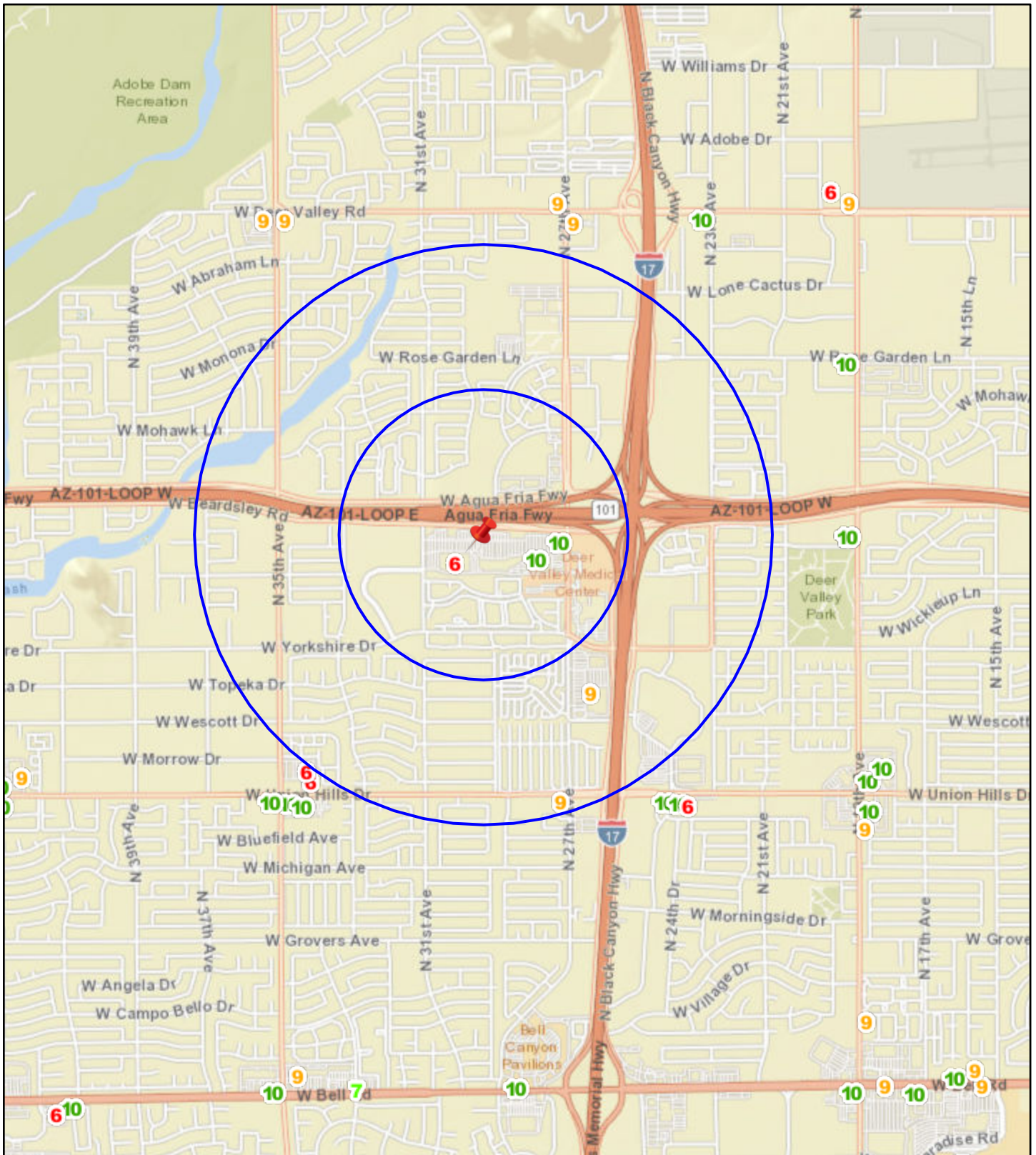
Description	Average	1/2 Mile Average
Parcels w/Violations	42	33
Total Violations	74	48

Census 2020 Data 1/2 Mile Radius

BlockGroup	2020 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6146011	1037	97	83	112
6146013	1025	318	12	101
6146021	765	225	32	21
6146022	2342	365	42	324
6146023	679	0	44	51
6164001	1508	737	10	136
6164003	2713	0	63	401
6164004	935	316	28	61
6164005	746	196	158	34
Average	1601	393	60	177

Liquor License Map: FIRST WATCH #1213

2949 W AGUA FRIA FWY



Date: 4/3/2026



0 0.170.35 0.7 1.05 1.4 mi

City Clerk Department



**Liquor License - Special Event - Vietnamese Martyrs Roman Catholic Parish
Phoenix - District 3**

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant
Son Hoang

Location
1915 W. Thunderbird Road
Council District: 3

Function
Dinner

Date(s) - Time(s) / Expected Attendance
May 16, 2026 - 7 p.m. to 11:59 p.m. / 350 attendees

Staff Recommendation
Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Liquor License - Special Event - Cursillo Movement of Phoenix, Inc. - District 6

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant

Rhapsody Canepa

Location

4633 N. 54th Street

Council District: 6

Function

Dinner

Date(s) - Time(s) / Expected Attendance

May 9, 2026 - 5 p.m. to 10 p.m. / 300 attendees

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Liquor License - Special Event - Madison District Educational Foundation, Inc. - District 6

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant

Matthew Gerber

Location

5601 N. 16th Street

Council District: 6

Function

Concert

Date(s) - Time(s) / Expected Attendance

May 5, 2026 - 6 p.m. to 10 p.m. / 904 attendees

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Liquor License - Special Event - Arvizu Charities, Inc. - District 7

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant

Ernestina Arvizu

Location

300 W. Washington Street
Council District: 7

Function

Festival

Date(s) - Time(s) / Expected Attendance

May 3, 2026 - Noon to 10:30 p.m. / 20,000 attendees

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Liquor License - STK - District 7

Request for a liquor license. Arizona State License Application 385170.

Summary

Applicant

Christi Hing, Agent

License Type

Series 12 - Restaurant

Location

201 E. Washington Street, Ste. 114

Zoning Classification: DTC - Business Core

Council District: 7

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is April 24, 2026.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona

This information is not provided due to the multiple ownership interests held by the applicant in the State of Arizona.

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
“STK is part of the restaurant group, named The One Group, LLC who operates Kona Grill, Benihana and RA Sushi. All of the restaurant brands hold liquor licenses.”

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

“It is in the best interest of the community to have a variety of dinning options available, STK is highly renowned for its high quality cuts and its refined cooking of a traditional steakhouse. The menu offers a large variety of choices and accomdates ages of customers. The dinning experience is unique, due to the sophisticated sytle that combines good quality food with an aesthetically pleasing design.”

Staff Recommendation

Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments

Attachment A - STK - Data

Attachment B - STK - Map

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.

Liquor License Data: STK

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	2	0
Wholesaler	4	1	1
Government	5	7	4
Bar	6	38	23
Beer and Wine Bar	7	6	3
Liquor Store	9	4	1
Beer and Wine Store	10	14	2
Hotel	11	7	7
Restaurant	12	65	31
Club	14	2	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	234.1	307.43
Violent Crimes	12.31	57.43	60.5

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within 1/2 mile radius

Property Violation Data

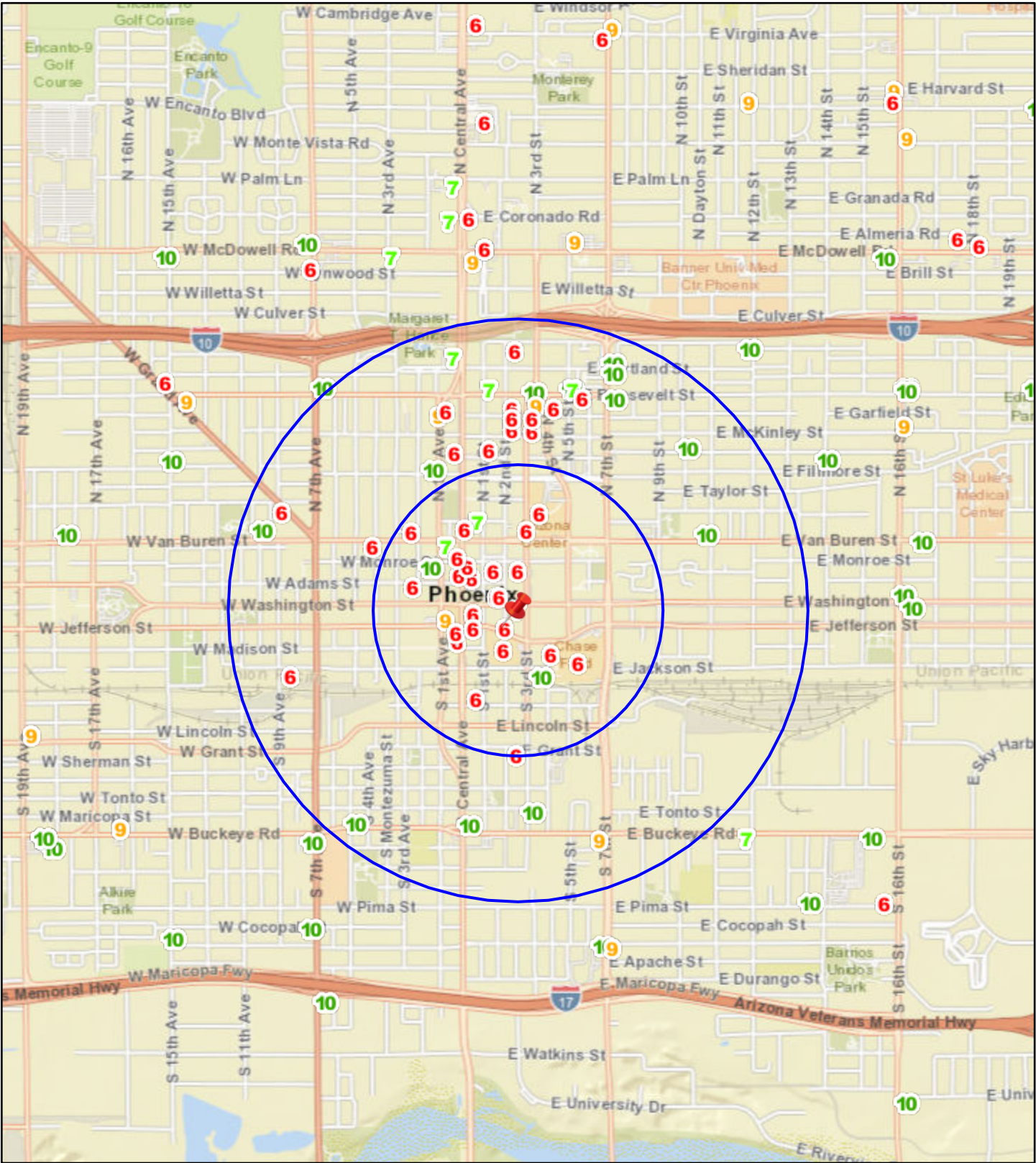
Description	Average	1/2 Mile Average
Parcels w/Violations	42	19
Total Violations	73	32

Census 2020 Data 1/2 Mile Radius

BlockGroup	2020 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1131001	1929	146	155	743
1131002	2026	50	492	845
1131003	2654	2	355	297
1132022	1347	118	99	594
1140002	0	0	18	0
1140003	1025	304	49	114
1140004	394	12	24	88
1141001	2605	227	111	276
1142001	938	210	81	167
Average	1601	393	60	177

Liquor License Map: STK

201 E WASHINGTON ST



Date: 2/24/2026



0 0.170.35 0.7 1.05 1.4 mi



Liquor License - Turquoise Wine Bar Roosevelt (Series 7) - District 8

Request for a liquor license. Arizona State License Application 384173.

Summary

Applicant

Juanita Esparza, Agent

License Type

Series 7 - Beer and Wine Bar

Location

504 E. Roosevelt Street, Ste. 1

Zoning Classification: DTC - Evans Churchill East

Council District: 8

This request is for an acquisition of control of an existing liquor license for a beer and wine bar. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is April 27, 2026.

Pursuant to A.R.S. 4-203, consideration should be given only to the applicant's personal qualifications.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Turquoise Wine Bar Roosevelt (Series 10 & 10S)

504 E. Roosevelt Street, Ste.1

Calls for police service: None

Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "The applicant Salgado Cellars, Inc., is a properly formed registered corporation authorized to conduct business in the State of Arizona. Salgado Cellars Inc. has the capability, qualifications and reliability required to hold a liquor license pursuant to Arizona law. Salgado Cellars Inc., is financially responsible, maintains good standing with all applicable provisions of Arizona Revised Statutes Title IV and the rules of the Arizona Department of Liquor License and Control. Salgado Cellars Inc., understands and will uphold all requirements related to responsible alcohol services, prevention of underage sales, recordkeeping, taxation and operation compliance. The company is committed to operationg in a lawfull and responsible manner that protects public safety and the surrounding community."

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Liquor License - Turquoise Wine Bar Roosevelt (Series 10 & 10S) - District 8

Request for a liquor license. Arizona State License Application 384173.

Summary

Applicant

Juanita Esparza, Agent

License Type

Series 10 - Beer and Wine Store with Sampling Privileges

Location

504 E. Roosevelt Street, Ste. 1

Zoning Classification: DTC - Evans Churchill East

Council District: 8

This request is for an acquisition of control of an existing liquor license for a beer and wine store. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is April 27, 2026.

Pursuant to A.R.S. 4-203, consideration should be given only to the applicant's personal qualifications.

Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes: information about any liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Turquoise Wine Bar Roosevelt (Series 7)

504 E. Roosevelt Street, Ste. 1, Phoenix

Calls for police service: None

Liquor license violations: None

Public Opinion

No protest or support letters were received within the 20-day public comment period.

Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
“The applicant Salgado Cellars, Inc., is a properly formed registered corporation authorized to conduct business in the State of Arizona. Salgado Cellars Inc. has the capability, qualifications and reliability required to hold a liquor license in pursuant to Arizona law. Salgado Cellars Inc., is financially responsible, maintains good standing with the Arizona Corporation Commission, and is committed to full compliance with all applicable provisions of Arizona Revised Statutes Title IV and the rules of the Arizona Department of Liquor License and Control. Salgado Cellars Inc., understands and will uphold all requirements related to responsible alcohol service, prevention of underage sales, recordkeeping, taxation, and operation compliance. The company is committed to operating in a lawfull and responsible manner that protects public safety and the surrounding community.”

Staff Recommendation

Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Report

Agenda Date: 4/22/2026, Item No. 11

PetSmart LLC

For \$70,000 in payment authority to purchase K-9 Food and Supplies for Fiscal Year 2026-27 for the Police Department. The Police Department currently has 36 K-9s in multiple bureaus, and each K-9 resides with their assigned handler while not on duty. Handlers are responsible for purchasing food and accessories, including but not limited to beds, toys, collars, leashes, bowls and kennels. These purchases are made at PetSmart locations across the greater Phoenix metropolitan area where handlers reside.



Report

Agenda Date: 4/22/2026, Item No. 12

Blackhawk Construction, LLC

For \$4,500,000 in additional payment authority for Agreement 164022, Change Order 1 (HS99990005/ARPA), Motel Conversion to Senior Affordable Housing for the Office of Homeless Solutions. This Change Order is needed to cover costs associated with unforeseen conditions, rehabilitation work required to meet current building codes, installation of owner-furnished items, project furniture, project signage, project landscape, hardscape, parking, and lighting needs. This work was not included as part of the original bid. This project uses funding from the American Rescue Plan Act, a grant from Maricopa County Neighborhood Stabilization Program, and congressional earmark funds.



Report

Agenda Date: 4/22/2026, Item No. 13

City of Glendale

For \$60,000 in payment authority for Intergovernmental Agreement (IGA) 164174-0 for treated sewer services for Fiscal Year 2026-2027, for the Water Services Department. Under this agreement, the City of Glendale will furnish sewer conveyance and treatment services for a portion of the Phoenix Sewer Service Area. The service area includes the vicinity of Arizona State Route 101 and the northeast corner of 51st Avenue, which lies within the City of Phoenix boundaries but outside the City's existing sewer system. This funding will support continued provision of sewer transportation and treatment services as outlined in the IGA.



Report

Agenda Date: 4/22/2026, Item No. 14

Settlement of Claim(s) Dabic v. City of Phoenix

To make payment of up to \$35,000, in settlement of claim(s) in *Dabic v. City of Phoenix*, CV2023-011805, 22-0910-001, GL, BI for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Street Transportation Department on October 9, 2022.



City of Phoenix

City Council Formal Meeting

Report

Agenda Date: 4/22/2026, **Item No.** 15

Call for a Special Meeting of the Phoenix City Council on May 12, 2026 - Citywide

Request for the City Council to call a Special Meeting of the Phoenix City Council to be held on May 12, 2026, at 12:30 p.m. in the City Council Chambers, located at 200 W. Jefferson Street, Phoenix, Arizona 85003, for discussion and appointment of the Chief Presiding Judge.

Responsible Department

This item is submitted by City Manager Ed Zuercher.



Agenda Date: 4/22/2026, Item No. 16

Public Comment on Proposed MOU Between City of Phoenix and Laborers' International Union of North America, LIUNA Local 777 (Unit 1) - Citywide

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Laborers' International Union of North America, LIUNA Local 777 (Unit 1).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.

MEMORANDUM OF UNDERSTANDING

2026 – 2028

BETWEEN

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA,

LOCAL 777, AFL-CIO

AND

CITY OF PHOENIX

REPRESENTING FIELD UNIT I EMPLOYEES

TABLE OF CONTENTS

ARTICLE 1: RIGHTS	5
Section 1-1. Purpose	5
Section 1-2. Recognition	5
Section 1-3. City and Department Rights	6
Section 1-4. Union Rights	6
Section 1-5. Rights of Unit Employees	17
Section 1-6. Prohibition of Strikes and Lockouts.....	24
Section 1-7. New Positions / Classifications	24
ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT	25
Section 2-1. Grievance Procedure	25
Section 2-2. Labor-Management Committee.....	30
Section 2-3. Bargaining Unit Work	31
Section 2-4. Health and Safety Committee	32
Section 2-5. Public Outreach & Public/Employee Safety Cross Training.....	33
Section 2-6. Laborers' Apprenticeship Projects	33
ARTICLE 3: COMPENSATION / WAGES	35
Section 3-1. Wages.....	35
Section 3-2. Productivity Enhancement Pay.....	36
Section 3-3. Overtime.....	38
Section 3-4. Call-Out Pay	40
Section 3-5. Out-Of-Class Pay.....	40
Section 3-6. Pesticide Applicator Differential.....	41
Section 3-7. Shift Differential Pay	42
Section 3-8. Weekend Shift Differential Pay.....	42
Section 3-9. Stand-By Pay.....	42
Section 3-10. Show-Up Time	43
Section 3-11. Jury Duty Pay	43
Section 3-12. Deferred Compensation Program	44
Section 3-13. Sick Leave Conversion at Retirement.....	44
ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS	45
Section 4-1. Hours of Work.....	45
Section 4-2. Rest and Lunch Periods.....	47
Section 4-3. Clean-Up Time	47
Section 4-4. Seniority.....	48
Section 4-5. Transfer Program.....	48
Section 4-6. CDL Renewal	48
ARTICLE 5: BENEFITS.....	49
Section 5-1. Employee Assistance	49
Section 5-2. Health and Dental Insurance.....	49
Section 5-3. Life Insurance	50

Section 5-4. Long Term Disability Insurance	51
Section 5-5. Holidays, Vacation Pay, Family Leave, and Leave Donations	51
Section 5-6. Tuition Reimbursement.....	55
ARTICLE 6: MISCELLANEOUS.....	57
Section 6-1. Saving Clause	57
Section 6-2. Copies of MOU.....	57
Section 6-3. Aid to Construction of Provisions of MOU.....	57
Section 6-4. Part-Time Employees.....	58
Section 6-5. Term and Effect of MOU	58

DRAFT

PREAMBLE

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

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

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

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

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

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

ARTICLE 1: RIGHTS

Section 1-1. Purpose

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

Section 1-2. Recognition

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

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

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

The City will notify the Union, in writing, 30 calendar days in advance before any new position or classification is placed permanently within Unit 1. The parties agree to consult on the inclusion or exclusion of new classification(s) in Unit I and will thereafter refer any such matter to PERB for appropriate action.

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

Section 1-3. City and Department Rights

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

Section 1-4. Union Rights

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

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

The **City of Phoenix and the residents it serves** benefit from harmonious and cooperative relationships between the City and its employees. **LIUNA Local 777, as the authorized representative, has the exclusive right to serve as the meet-and-confer representative, *has the exclusive right to serve as the meet-and-confer representative* of all Unit employees, as certified by the Phoenix Employment Relations Board.**

A. Authorized Unit Employee Representatives

The Union agrees that up to 3 bargaining Unit members (“Authorized Unit Employee Representatives”) of LIUNA Local 777 (the Union) will perform activities that provide a clear, measurable benefit to City operations. Authorized Unit Employee Representatives are subject to Administrative Regulations. The City will pay these employees’ full-time fringe benefits (including pension benefits). Authorized Unit Employee Representatives shall suffer no reprisal with regard to their original position, location or schedule by seniority for performing activities as Authorized Unit Employee Representatives under this section and upon return to their regular City duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority. The City has determined that Authorized Unit Representatives will be released to perform the following activities that confer a public benefit and serve a public purpose by directly advancing City operational interests (“City Business Time”):

1. In coordination with management, Authorized Unit Employee Representatives will attend City-directed meetings, seminars, training classes, and workshops, to help bargaining unit employees better understand City policies, programs, and practices, conflict resolution, and labor-management partnerships.
2. Authorized Unit Employee Representatives will facilitate effective communication between employees and management to ensure the safe and efficient delivery of services and to develop a heightened degree of labor-management cooperation.
3. In coordination with management, Authorized Unit Employee Representatives will assist with the development, promotion, implementation, and communication of new, revised, or updated programs and/or policies to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and facilitate timely implementation of changes in policies or

programs. Changes in safety or security policies and procedures will take priority over other changes.

4. In coordination with management, as a means of achieving a healthier workforce and driving down workers compensation and healthcare costs, and the use of sick leave, Authorized Unit Employee Representatives will assist bargaining unit members with understanding and coordinating benefits.
5. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Unit Employee Representatives will participate directly and assist the City with benefit evaluations, which will include serving on the Citywide Health Care Task Force.
6. To ensure City resources are well coordinated, and upon direction from the City and consent of the Union, Authorized Unit Employee Representatives will participate in, and serve as members of, various City task forces and committees.
7. Authorized Unit Employee Representatives will represent bargaining unit members in critical incidents at the time of such incidents (e.g., a personal injury suffered on the job).
8. In coordination with management, Authorized Unit Employee Representatives will participate in City-sponsored community projects.
9. As a means of enhancing employee performance, Authorized Unit Employee Representatives will assist members in understanding and following work rules, rights, obligations, and responsibilities
10. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, with the goal of resolving matters at the earliest possible stage, and in coordination with management, Authorized Unit Employee Representatives will assist bargaining unit members and management in matters related to employer-employee relations.

- 11. In coordination with management, and to enhance workplace safety efforts, Authorized Unit Employee Representatives will participate in safety programs and compliance initiatives.**
- 12. In coordination with department management and to enhance safety, efficiency and delivery of City services, Authorized Unit Employees agree to investigate, study and develop suggested solutions and resolution of workplace issues including work assignments, workplace conflicts and disagreements raised by either the City of unit employees.**
- 13. In coordination with management and to enhance efficiency and delivery of City services and retention of employees and to lower rates of turnover of City employees, Authorized Unit Employees will assist in helping unit employees and the City understand and develop reasonable expectations for employees, working with department management to develop Performance Management Guide (PMG) goals, assisting unit employees and management in reviewing and developing expectations and compliance with PMG processes.**
- 14. In coordination with management, Authorized Unit Employee Representatives will participate in other activities specifically requested or approved by the City Manager or designee.**

The City Manager may permit Authorized Unit Employee Representatives to perform other activities that will provide a direct and measurable benefit to the City.

B. Authorized Employee Representatives

Authorized Employee Representatives are prohibited from participating in any political activity during City Business Time unless specifically requested by the City Manager or designee. Authorized Employee Representatives shall not engage in any of the following activities (“Union Business Work”) during City-paid time and must take leave (“Union Business Time”) to engage in such activities during the regular work schedule:

- 1. Union legislative lobbying or political activity. This includes participating in the preparation or distribution of legislative proposals.**
- 2. Union Organizing. This includes preparing and/or distributing union organizing materials.**
- 3. Represent employees in Civil Service hearings.**
- 4. Bargaining/Negotiations. This includes any matters deemed mandatory subjects of bargaining.**
- 5. Representation in grievance arbitrations unless requested by the City.**
- 6. The Union agrees the City will bear no costs for transportation, office space, office supplies, administrative support, and liability coverage for acts or omissions of Authorized Employee Representatives while on non-City Business.**

C. Reporting and Accountability of Authorized City Business Time

The Union shall submit monthly activity logs and progress reports to the Human Resources Director or designee documenting the City Business of the Authorized Employee Representatives and any leave used by the Authorized Employee Representatives. The parties shall agree on the format of the logs and progress reports.

The Authorized Employee Representatives will advise the City of the days and hours they are available and intend to spend on City Business Time and shall submit leave slips for any time used for Union Business Time on forms agreed to by the parties, and shall submit leave slips for other personal leave in accordance with City absence policies.

If the Authorized Employee Representative performs Union Business work during his or her regular work schedule, such time shall be considered Union Business Time, which shall be funded through voluntary Unit member

donations collected in a Bank of Release hours or by direct reimbursement to the City.

The City has the right to audit and challenge submitted logs. Such challenges shall be provided to the Union, in writing, explaining the factual basis of the challenge and proposed resolution. In the event there is disagreement, either party may request to meet and discuss the matter. Any unresolved dispute shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU. Grievance Resolution may include the Union reimbursing the City for activities not deemed City Business under this Agreement within 45 calendar days of final resolution by the City Manager.

The Union and City each agree to fully cooperate with periodic audits of the hours and activities worked by Authorized Employee Representatives and resolution of any disputes arising therefrom. Audits shall be conducted on a timely basis and limited to a reasonable period. Reconciliation will be made quarterly.

The Union agrees to reimburse the City of Phoenix for the equivalent salary costs plus fringe benefits on or before the last day of July each MOU year.

D. Union Stewards

The Union may designate 45 Union members as **site** stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel **because** of such designations **although the City shall confer on this issue if requested.**

Stewards doing work on behalf of the Union, outside of their home department, must utilize the Union Bank of Release Hours.

1. Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of **City Business Time** and **for** other official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representatives will check in with

the supervisor involved and will be required to **comply** with the **existing** operational and safety regulations and procedures as directed by the supervisor.

2. **Consistent with the MOU, and in the sole discretion of the City Manager or designee, the City Manager or designee may authorize Unit members** in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis.
3. **City Business Time may only be used for activities** expressly authorized under this **Section**. The City reserves the right to deny approval of a request to use **City Business Time** for activities not **consistent with the terms and conditions** of this MOU. The City shall not arbitrarily deny requests for use of **City Business Time** for activities **that provide a clear, measurable benefit to City operations, such as improving employee safety or productivity, achieving cost savings, improving regulatory compliance, and helping employees understand and exercise their rights and responsibilities.**

E. Apprenticeship Programs

There will be up to \$20,000 per MOU year to be used towards LIUNA Local 777-City of Phoenix Apprenticeship Programs to purchase training materials, uniforms, promotional outreach materials, instructional activities such as schools and workshops, and any other activity approved by the Human Resources Director or his/her designee for Unit employees approved to participate in the Apprenticeship Programs. To help pay for the expenses incurred, the City shall contribute \$20,000 in one lump sum in the first pay period of each MOU year. As part of City management of this fund, the Union will document the nature of the expenditures made for each Unit employee approved to participate in the Apprenticeship Programs. The City Auditor Department may conduct an audit of the funds designated for the Apprenticeship Programs periodically. Any payments not adequately supported by the documentation of expenses, or payments made for activities outside the scope of this agreement, will be returned to the City.

At the discretion of the City, any money not expended on the Apprenticeship Programs at the end of each fiscal year may be carried over to the next year for continued use in these programs.

F. Requests for City Business Time

1. **A designated union site steward who wishes to use City Business Time must submit a request as soon as the need is known, but no later than 72**

hours in advance of the time requested. Labor Relations may grant exceptions to this requirement to the Union in writing; such requests will not be arbitrarily denied. Requests for City Business time will be approved only if the activity is listed in this section of the MOU or is pre-approved by the City Manager or designee in writing and is documented as providing a measurable operational benefit to the City.

2. If a request for City Business Time is denied and the designated union steward or any Union officer believes that the activity for which time was requested has a clear, measurable benefit to City operations, such as improving employee safety, efficiency, productivity, cost savings, regulatory compliance, helping employees understand and exercise their rights and responsibilities, the designated union steward may first appeal that denial to the Labor Relations Division or Human Resources Director, who will promptly make a determination. If the Union continues to disagree with the determination, it may submit a grievance which shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU.

G. New Employee Orientation

The Human Resources Department will notify the Union when orientation sessions involving new unit employees are scheduled. The Union shall be invited to attend new employee orientation (NEO) sessions to inform new unit employees of their rights under the Code and this MOU and answer any questions directed to the Union.

Such opportunity shall be afforded the Union during the NEO sessions conducted by the Human Resources Department, and individual department NEO sessions.

H. International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. Non-City personnel will be identified to the department director or designee prior to entering restricted City areas.

I. Payroll Deductions

1. The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues 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 14th day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deductions herein shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance), during the term of this MOU. **At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.**
4. **It is agreed that** the City assumes no liability **except for its gross negligence** on account of any actions taken pursuant to this section. The City **will**, however, as promptly as technically possible, implement changes brought to its attention. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of deduction hereunder for the general membership, provided cost for implementing such changes shall be reimbursed by the Union.

J. Facilities and Services

1. Union Materials

The Union may distribute 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 operation. Materials may be posted or distributed on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours

provided both the employee distributing and the employee receiving such material are on their own time.

2. Bulletin Boards

The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations. All bulletin boards will be kept updated with material that is current and up to date.

K. List of Unit Employees

Upon the Union's filing of a Third-Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit employees which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, and a monthly list of employees added that month to Unit 1.

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

L. Information Requests

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.

M. Interview Panel

In accordance with the City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.

N. Labor Management

For a unit employee whose regular shift is other than day shift, there will be flexibility in changing his, her or their normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee. There shall be a 48-hour notice to the affected Department to ensure proper coverage.

O. City Email

The City shall send union-requested communication using the City Email System using the following procedures:

Processing Guidelines

- Requests for email distribution must be submitted by the LIUNA Local 777 Business Manager or their designee from the labor group to the Labor Relations email address (labor.relations@phoenix.gov).
- Labor Relations will review the email content to ensure compliance with the guidelines noted below.
- Labor Relations will distribute compliant emails to unit members within 5 business days.
- A limit of one email per month, per labor group will be distributed. Exceptions will be reviewed by Labor Relations.
- Emails will only be distributed to the corresponding unit members.
- Emails will be sent to unit members via blind copy.
- The standard City notice not to reply will be included on all emails.

Email Content Guidelines

The following is a list of acceptable types of communication. This is not an all-inclusive list:

- Labor benefit fairs/ meet-and-greets.
- Union Open House's.
- City program/policy changes.
- Open Enrollment.
- Promoting City/union-sponsored training, committees, safety programs or initiatives.
- City/union/association-sponsored charitable events or community projects.

Other Guidelines/Information

- Communication cannot violate City policies.
- Communication cannot reflect negatively on the City organization, City staff, elected officials, or residents.
- Communication cannot negatively impact our residents' perception of the City.

- All distributed emails are subject to the City's public records policy (reference AR 1.60, Public Records Request Processing).
- Changes may be made to these procedures at any time.
- Changes will be communicated with labor groups prior to implementation.

Section 1-5. Rights of Unit Employees

A. Non-Discrimination

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

B. Grievance Representation

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

C. Disciplinary Investigations / NOI Representation

Recognizing the mutual goal of timely and thorough administrative investigations, the parties agree to establish a citywide Labor Management Committee (NOI Committee) with the purpose of reviewing the Notice of Inquiry (NOI) processes and making recommendations for improvements. The committee shall comprise two representatives from the Union (LIUNA Local 777), the City's management, which shall include representatives from Human Resources, and other labor partners. The committee's findings and recommendations shall be presented to the City Manager on or before June 30, 2027.

1. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
2. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process.

Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will immediately stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

3. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

Time limit for investigations

4. If the City elects to issue written questions to the employee, the following shall apply:
 - a) If an NOI is being issued and there is no active questioning, representation is not required. Employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
 - b) The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
5. If the City elects to conduct an investigatory interview, the following shall apply:
 - a) Prior to the employee being interviewed, the unit employee shall be advised of their right to a representative.
 - 1) Prior to the employee being interviewed, the employee shall be advised of their right to a representative and given up to 48 hours to secure representation. The 48-hour time period may not apply in emergency situations.
 - 2) A unit employee identified solely as a witness will not be prevented from contacting the union on their own time to consult with a union representative prior to their interview.
 - b) The NOI form will be issued at the meeting.

- c) The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
 - d) The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe. At any time either party requests a caucus the party shall inform the other party of an estimate of what time they shall return.
 - e) The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The employee will be given the opportunity to clarify their answer after the caucus
 - f) Neither party will behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
 - g) Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement for no more than 5 minutes.
 - h) 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 and will not be withheld arbitrarily.
 - i) The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
6. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
- a) The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the employee's family, the employee's attorney, the employee's clergy, the investigator, or chain-of-command.

- b) The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
- c) The member shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
- d) A unit member shall receive a copy of any statement that they are asked to sign.
- e) Every 60 days, a unit employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.
- f) **Upon conclusion of each investigation, the City will provide all respondents with a copy of the investigation summary.**

7. Misc.

No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.

- 8. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
- 9. 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, pertaining to what was specifically cited in the discipline at no cost to the employee.

Requests will not be arbitrarily denied. Any problems reported by the union with obtaining information shall be addressed in a labor management meeting.

- 10. 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 unless otherwise specified in this MOU. 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.

D. Personnel Files

1. Any unit employee covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Human Resources Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.
2. No unit employee shall have any adverse statements entered in to their personnel file without having a discussion about the action.
3. Unit employee may, at their discretion, attach **a rebuttal statement, up to five pages barring extraordinary circumstances**, to any material contained in their personnel file which may be of a derogatory nature within 14 business days.

E. Fair & Impartial Treatment

All unit employees have the right to be treated equally and in a manner, which is fair and impartial in any matter associated with the rights of unit employees under the terms of this MOU.

F. Coaching / Supervisory Counseling

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

A supervisory counseling is a 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.

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of 40-hour suspension or greater of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite¹, unless such employee is a police officer.
- 1(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.
- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and

not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

G. Performance Evaluation

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

If an employee is not given their performance evaluation by the annual review date and the performance evaluation is expected to be an overall “met,” the employee’s merit increase shall be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date.

H. Departmental Policies

The City will notify employees and Unit 1 of new or revised written City or Departmental policies affecting unit employees as soon after release as possible. The City shall post on their bulletin boards any new policies and/or revisions in City or written department policies and procedures affecting Unit I employees. Notice shall remain posted for no less than 21 calendar days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate.

Nothing in this section shall absolve the City of its obligation to Meet and Confer on mandatory subjects of bargaining.

Section 1-6. Prohibition of Strikes and Lockouts

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

Section 1-7. New Positions / Classifications

A. Classification and Compensation Studies

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department 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 affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

B. New Classifications

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. Position Management

The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

D. Union Requested Job Classification Studies

The Union may submit written requests for job classification studies to the Human Resources Department. Requests from the Union will be prioritized with other standing requests.

1. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
 - a) A full description of the new duties and responsibilities.
 - b) A full explanation of why the Union feels the position(s) should be reclassified.
 - c) A list of comparative positions/ classifications that led to the Union's request.
 - d) Such other information as is normally considered relevant to a classification review.
2. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures.
3. The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least one request by the Union shall be completed by the Human Resources Department in order of their ranking if the City Manager has authorized the HR Department to conduct studies. **The Human Resources Class & Comp Division will be available to meet monthly with Unit 1 leadership during the term of the contract to discuss issues related to classifications and grade allocations, including potential time frames for classification studies.**

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

1. As a matter of good labor-management relations the parties encourage unit employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit employee may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 1 and proceed to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 2 and proceed to Step 2.5 or Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievance and the

grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a) If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present their position and to be represented.

The Grievance Committee shall be composed of:

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

Member – A City function head on a rotating schedule.

Member – An individual mutually agreed upon between the City Manager, or his designee, and LIUNA Local 777.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and their designated representative.

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

- i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City law.
- iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

D. Time Limits

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

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-4 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. Group Grievance

When more than one unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named grievants.

Before the City implements any relief, the Union shall have fourteen (14) calendar days to provide the City with a complete list of affected employees for review and verification. This deadline may be extended only through mutual written agreement.

Once the City implements the agreed-upon relief, such implementation shall constitute a full and final resolution of all Union or employee claims related to rights or entitlements arising from the group grievance. Neither the Union nor any employee shall pursue any additional or subsequent claims on these matters.

Nothing in this section prevents the Union from filing grievances regarding new and distinct violations of the same MOU provision(s), state or federal law, or other applicable rules that occur after the implementation of relief.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

H. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step 2 that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

Section 2-2. Labor-Management Committee

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

- A. There shall be a Labor-Management Committee consisting of the three Union Authorized Representatives, one LIUNA staff member, and four representatives from management that are agreed upon by the LIUNA staff member and the Assistant Human Resources Director, or designee. The Labor-Management Committee shall be facilitated by Labor Relations staff. The purpose of the Committee shall be to facilitate improved relations, provide a forum for open and informal discussion, and make recommendations for operational or other rules changes that are of mutual benefit.
- B. The Committee shall meet, at least once a month per MOU year, or more often by mutual agreement, at mutually agreed upon times. The Committee will meet to discuss matters to be of a mutual benefit including, but not limited to, methods of improving the level of productivity when needed. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- C. Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.
- D. If the representative of the Union is a unit employee, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.
- E. There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on employees.**

Section 2-3. Bargaining Unit Work

- A. Contracting Out Work – The City will notify the Union, in writing, of the City's intent to contract with a private agency for planned or emergency work that is currently being performed by unit employees. The Union may, within 5 business days of this notification, request a meeting for the purpose of discussing the contracted work. The meeting will occur prior to any final recommendation to the City Council.

In cases of an emergency when Unit 1 employees are unavailable to perform the work, for example, a staffing shortage or specialty work, the City will notify LIUNA as soon as possible via phone or email. The intent is to provide the Union the opportunity to

discuss, but does not prevent the City from contracting the work in an emergency situation.

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.

Nothing in this Article shall relieve the city of its obligation to meet and confer on mandatory subjects of bargaining.

- B. 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.
- C. The City agrees that it will not assign work currently performed by LIUNA represented employees to non-represented City employees or to employees in any other City of Phoenix bargaining unit, for a period up to 90 days.

The exception will be when individuals are being placed in an effort to comply with federal law, in which case the Union will be notified.

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

Section 2-4. Health and Safety Committee

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

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This Committee shall be composed of 2 unit employees appointed by the Union and 2 City representatives as designated by the City Manager. The Chairmanship shall rotate among the members.

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

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

- D. The Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- E. Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

Incident Review Board

An Incident Review Board is an effective management tool to minimize injuries and protect property. The function of an Incident Review Board is to determine if a vehicular or operational incident is preventable or non-preventable. The City shall establish an Incident Review Board in each Unit One represented department. Each Incident Review Board shall have the same rules, and all rules shall be applied in the same manner in each department.

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

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

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

Section 2-6. Laborers' Apprenticeship Projects

A. Gardener Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Gardener classification in the City of Phoenix, entitled "Phoenix Gardener Apprenticeship Program".

The Phoenix Gardener Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Parks and Recreation Department representatives, and 1 City of Phoenix Human Resources Department Safety **Division** employee.

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

B. SWEO Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Solid Waste Equipment Operator classification in the City of Phoenix, entitled "Phoenix SWEO Apprenticeship Program".

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

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

C. Street Maintenance Worker I Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Street Maintenance Worker classification in the City of Phoenix, entitled "Phoenix Street Maintenance Worker Apprenticeship Program".

The Phoenix Street Maintenance Worker Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Streets Department representatives, and 1 City of Phoenix Human Resources Department Safety **Division** employee.

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

ARTICLE 3: COMPENSATION / WAGES

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit employee 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 this agreement, Unit 1 employees will receive:

- **A 2.0% base wage increase, effective the first full pay period in July 2026.**
- **A non-continuous payment of \$500 for each full-time unit employee and \$250 for each part-time unit employee to be paid out on the first full pay period in July 2026.**

- **A non-continuous payment of \$599 for each full-time employee and \$100 for each part time employee to be paid out on the first full pay period in August 2026.**

B. In year two of this agreement, Unit 1 employees will receive:

- **A 0.50% base wage increase, effective the first full pay period in July 2027.**
- **A non-continuous payment of \$934 for each full-time employee and \$100 for each part time employee to be paid out on the first full pay period in August 2027.**

- C. During the term of this MOU the City will provide an annual budget presentation to the LIUNA Local 777 Chapter Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.
- D. 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.
- E. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council Action in the Pay and Compensation Ordinance.

Section 3-2. Productivity Enhancement Pay

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

A. Pay Benefit:

Unit employees who meet the additional qualifications of this section shall qualify for \$50.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,400.00 at 19 years.

Unit employees who have completed at least 20 years of full-time service and who meet the additional qualifications of this section shall qualify for \$65.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,820.00.

B. Qualifications:

1. An employee must have completed at least 1 year of continuous full-time service at the top step in **their** pay range. Productivity Enhancement pay will not be affected by movements to positions within the same pay range.
2. An employee must have received a performance rating of overall "Met" on his latest performance evaluation on file. For employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall "Not Met" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is an overall "Met", he, she, they will be eligible to start receiving Productivity Enhancement pay the first paycheck for the first full pay period after the **subsequent overall Met PMG**. A unit employee who receives an overall "Not Met" rating may appeal by memo through his chain of command to the Department Head.
3. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. **Unit employees are eligible to receive Productivity Enhancement Pay, and any subsequent increases, beginning with the pay period following the date on which all eligibility is met.** The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit employee's regular paycheck.
2. When a position is reclassified to a higher classification, or when classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that total amount. The placement in the new range will be limited to the maximum step in the range. **Employees that were previously at top step and receiving productivity enhancement pay and subsequently are placed at the top step after an assignment, reclassification, or pay grade change shall continue to receive productivity enhancement pay.**

Section 3-3. Overtime

- A. As a regular practice, overtime shall not be used. The parties agree that at times the City may require overtime work outside of an employee's regularly-scheduled shift.
- B. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hours per week.
- C. Except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek. Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

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

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

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

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

- E. Compensation for overtime work as defined in Section B. above will be as follows: 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 7 minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section B, calculated to the nearest 1/4 hour. There

shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under the Fair Labor Standards Act.

- F. There shall be a minimum of 12 hours off between shifts. If this is not possible and the unit employee is not receiving overtime pay for the additional hours worked (the unit employee is not entitled to both overtime and 12-Hour Rule time), the unit employee shall receive 12-Hour Rule compensation (1-1/2 times the regular rate) for each full hour worked within the described 12 hour period. This language only applies to employees who work 2 full shifts.

Example #1:

Monday	Tuesday	Wed – Fri	Total for Week
6a.m. – 5:30 p.m.	3:30 a.m. – 1p.m.	6a.m. – 2:30 p.m.	44 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	40 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule		4 hrs. Paid at 1-1/2 (OT)

In example #1, the 12-Hour Rule time is not paid for the two hours worked within the 12-Hour Rule because overtime was earned for the additional hours worked.

Example #2:

Monday	Tuesday	Wed – Thurs	Friday	Total for Week
6 a.m. – 5:30 p.m.	3:30 a.m. – 1 p.m.	6 a.m. – 2:30 p.m.	6 a.m. – 10 a.m.	40 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	4 hrs. Worked	38 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule			2 hrs. Paid at 1-1/2 (12-Hour Rule)

In example #2, the 12-Hour Rule time is paid for the two hours worked within the 12-Hour Rule because overtime was not earned for the additional hours worked.

- G. In lieu of cash payment, a unit employee may request compensatory time credits up to a maximum accumulation of 215 hours. The request for compensatory credit must be made at the time the overtime is worked **and approval shall be made by the Department Head or designee**. Use of compensatory time off within the work period shall be subject to departmental approval and scheduling.

Accumulated compensatory time in excess of 215 hours must be paid in cash.

An employee may convert accumulated compensatory time credits to cash twice per MOU year, up to a maximum of seventy (70) hours, in no more than two, thirty-five (35) hour increments, by notifying the Department payroll staff in writing of such intent no later than November 1 (payment will be made on or before December 14) and no later than July 31 (payment will be made on or before August 31).

Section 3-4. Call-Out Pay

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

Section 3-5. Out-Of-Class Pay

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

- A. To be eligible for the additional compensation, the unit employee must first accumulate 10 regular working shifts of assignment in the higher class within any 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.

- B. Temporary assignments out-of-class shall be recorded only in full-shift units. A unit employee working out-of-class for 4 hours in an 8 hour shift or 5 hours in a 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 4 or 5 hours in any given shift.
- C. To qualify for out-of-class pay, a unit employee 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 employee carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis. However, eligibility for out-of-class compensation shall take place when an employee becomes responsible on a regular basis, for the full range of duties normally assigned to the higher class.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
- E. A unit employee who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.
- F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit employees.
- G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-6. Pesticide Applicator Differential

Licensed Pesticide Applicators shall receive \$1.00 in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.

Section 3-7. Shift Differential Pay

Unit employees shall receive \$1.00 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 9:00 p.m. and before midnight, and \$1.50 per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:30 a.m.

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

Employees participating in a 4/10 work schedule shall receive \$1.00 per hour in addition to their hourly rate of pay when working a regular night shift which ends between 10:00 p.m. and 3:30 a.m., inclusive, and \$1.50 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:30 a.m. Night shift differential shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Section 3-8. Weekend Shift Differential Pay

A unit employee shall receive **\$0.60** per hour added to his base hourly rate of pay and any other shift differential or any other premium pay he, she, they may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m. on Sunday.

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

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

Section 3-9. Stand-By Pay

When a unit employee 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, she, they remained available at \$3.25 per hour. Unit employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-10. 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 4 hours at the hourly 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 4 hours at the hourly 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 or comp time. If there is no other leave available, unit employee shall be able to use unpaid leave for the balance of the regular shift in compliance with the personnel rules.

Employees released hereunder prior to the end of their scheduled shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-9 hereof). Employees called back to work shall be entitled to their hourly rate of pay only and not any guaranteed minimums for work performed during the balance of their regularly scheduled shift.

Section 3-11. Jury Duty Pay

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

A unit employee required by the Court to call in for jury duty the morning of his/her scheduled daily work shift may elect to take the day off on vacation or compensatory time.

Such leave request shall not be denied. Should the unit employee be required by the Court to report for jury duty, the vacation or compensatory time will be restored from the actual time of reporting required by the Court through the end of the scheduled work shift. To be eligible for such leave restoration, the unit employee must present verification of the jury service.

Unit employees 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 Jury Duty leave shall not be allowed when the unit employee is the defendant, plaintiff, or voluntary character witness in a court action.

Section 3-12. Deferred Compensation Program

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

Section 3-13. Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

A unit employee who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be paid an amount of compensation equal to 25% of his base hourly rate for all hours in excess of 250 hours.

B. Final Average Salary

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

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

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

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

ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS

Section 4-1. Hours of Work

The City, in collaboration with the Union, may approve flextime schedules when all the following conditions are met:

1. Approval of Department Head
2. Approval of LIUNA Local 777 Business Manager or their Designee
3. Mutually agreed schedule between Unit Employee and Supervisor
4. The City, the Union and the affected employee(s) shall sign a written agreement.

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 3-3.

B. Work Week Defined

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

C. Work Day Defined

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

D. Work Schedule Changes

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

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

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules, prior to implementation. Overtime work or stand-by, before or after the normal work day or work week, does not constitute a change in the work schedule. A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).

E. Summer Work Schedules

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

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

F. SWEO Schedule

The City may implement a 10 hour workday, 4 workdays per week schedule in all functions of the Solid Waste Management Division.

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

Section 4-2. Rest and Lunch Periods

- A. Existing workday schedules spanning 9 elapsed hours shall continue to include a 60 minute unpaid meal period. Existing workday schedules of 8-1/2 hours and 10-1/2 hours shall continue to include a 30 minute unpaid meal period. Workday schedules of 8 and 10 consecutive hours shall include a paid straight time meal period of up to ½ hour on the job. Two (2) non-work periods of up to 15 minutes during a regular daily shift shall be permitted by supervision to promote the health, safety, and efficiency of employees on the job. Emergency situations may make this impossible in rare situations. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.
- B. After a Unit employee has worked 2 hours, or more, in addition to the employee’s regular daily work shift, the employee shall be entitled to an additional 15-minute non-work period (break).
- C. When a unit employee does not receive a paid meal period, his/her meal period shall be uninterrupted and duty-free.

Section 4-3. Clean-Up Time

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

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

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

Section 4-4. Seniority

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

Department policies for work assignment selection and vacation scheduling will be discussed with the Union at least 30 days prior to implementation.

Section 4-5. Transfer Program

The City and the Union acknowledge mutual interest in the success of the present program of minimizing layoffs of employees by seeking to place such employees in other positions, consistent with Civil Service Rules on seniority. The Union agrees to provide positive counseling to unit employees 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 30 days of the new work assignment.

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

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

Section 4-6. CDL Renewal

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

Reimbursement for medical cards (Medical Examiner's Certificates) shall not exceed the amount paid to the City's contracted medical provider for the same service.

ARTICLE 5: BENEFITS

Section 5-1. Employee Assistance

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

Section 5-2. Health and Dental Insurance

- A. The City shall maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. The City agrees to the continuation of a Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce shall include representatives of the City and Union.
- C. The City shall retain the dental insurance plan for unit employees and their qualified dependents. At a minimum, the plan shall include a PPO option that consists of 100% payment of reasonable and customary covered charges for preventive and preventive-related diagnostic services, and 80% payment of reasonable and customary covered charges for basic services, and major services. The City shall retain a plan option that includes an orthodontia benefit with a maximum lifetime benefit of up to \$4,000 per person. Dental plans may be subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall pay the premium costs for single unit employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for unit employees and their qualified dependents (family coverage).

The City shall maintain the current dental premium split. For the base PPO and HMO dental plans, if there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage for employees enrolled in the base dental HMO or PPO plan. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

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

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

Section 5-3. Life Insurance

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

The designated beneficiary of a unit employee 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 employee and payment will be based upon the unit employee's current base hourly rate. The beneficiary shall be designated in the eCHRIS Benefits portal 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 employees a \$200,000 death benefit covering the unit employee's **commute** to and from their City work location. The current City Life Insurance carrier will cover the unit employee's commute for up to two hours before their shift begins, and two hours after their shift concludes. The Union will only pay the cost of their benefit the first year of the MOU.

In the event of the death of a unit employee while commuting to or from their 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. The current City Life Insurance carrier for the payment of a supplementary **commuter** life insurance policy for each unit employee. The Union will pay the cost of this benefit, if any, the first year of each new MOU period.

Section 5-4. Long Term Disability Insurance

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 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 coverage 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 apply for long term disability coverage for no more than 30 months.

Section 5-5. Holidays, Vacation Pay, Family Leave, and Leave Donations

A. Holidays / Personal Days

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

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

New Year's Day	January 1
Martin Luther King's Birthday	January, Third Monday
President's Day	February, Third Monday
March Holiday	March, Last Monday
Memorial Day	May, Last Monday
Juneteenth	June 19
Independence Day	July 4
Labor Day	September, First Monday
Indigenous Peoples' Day	October, Second Monday
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Half an employee's paid regular shift on December 24
Christmas Day	December 25

Two Personal Leave Days

After completion of six months of full-time employment.

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

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

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

A unit employee 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 1-1/2 the regular rate for each hour assigned and worked in addition to the substitute holiday provided above.

B. Vacation Accumulation

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

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

6-10 years	10 hours	240 hours	350 hours
11-15 years	11 hours	264 hours	380 hours
16-20 years	13 hours	312 hours	440 hours
21+ years	15 hours	360 hours	500 hours

- C. The parties agree that on all City holidays, unit employees whose regularly assigned work week consists of 4 10 shifts, shall not be required to submit documentation for 2 hours of paid leave.

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

D. Parental/Family Leave

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

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

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

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

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

During the term of this MOU, the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE) and other leave related matters as part of the Labor Management Committee established to address implementation of a time/attendance/schedule automation.

F. Leave Donations

1. Contributions to Other Employees

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

2. Bank of Donated Leave

- a. Each unit employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed 100 hours per fiscal year. By filling out and submitting a voluntary donation form, each unit employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.
- b. The total hours donated by unit employees will be considered the maximum number of hours available for donated hours under this Article.
- c. Only employees of Unit 1 may donate hours to the Unit 1 bank of hours; Unit 1 may only accept donated hours from Unit 1 employees.
- d. Donated time does not count towards hours worked for overtime purposes.
- e. On the second paycheck of July every year, every unit employee will receive 5.5 hours of vacation time, in addition to their other accruals, added to their vacation leave.

Section 5-6. Tuition Reimbursement

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

employees for classes the City provides at no cost, or for classes the City identifies for unit employees to be taken at no cost.

- D. Unit employees shall be allowed to utilize up to \$150 to attend one-day, in-state, City-related seminars/training.

Section 5-7. Wellness and Benefits Committee

The parties recognize the importance of supporting health, safety, and overall, well-being of employees; and the parties mutually desire to promote wellness initiatives that encourage healthy lifestyles, strengthen workplace morale, and foster a supportive working environment; therefore, the Parties agree for the duration of this MOU (2026-2028) to the following:

1. Establishment of the Wellness Committee

The Parties hereby establish a joint Wellness Committee (“Committee”). The Committee shall be composed of representatives appointed by Management of the impacted Departments and by the Union, along with one representative from the City’s Human Resources Department.

2. Purpose and Scope

The Committee shall serve as a collaborative body to identify, evaluate, and recommend wellness and benefits related initiatives for employees. The Committee’s scope of work may include, but is not limited to:

- Identifying and reviewing wellness programs, activities, and resources.
- Providing input on workplace health and/or safety concerns related to wellness and benefits, including equipment assignment and overtime/compensatory time credits.
- Evaluating the effectiveness of implemented wellness and benefits initiatives and proposing improvements or modifications as appropriate.
- Reviewing benefits, including compensation at retirement and retiree healthcare.

3. Meeting Schedule/Duration

The Committee shall convene once every two months for the duration of this MOU.

4. Human Resources Director Participation

The Human Resources Director, or their designee, shall be invited to attend Committee meetings on a quarterly basis. During these meetings, the Committee shall provide updates on progress, including any available metrics or data demonstrating the effectiveness of programs, activities, or resources reviewed.

ARTICLE 6: MISCELLANEOUS

Section 6-1. Saving Clause

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

Section 6-2. Copies of MOU

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

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

- A. The provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

- B. The lawful provisions of this MOU are binding upon the parties for the term thereof, it being understood that the Union is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

Section 6-4. Part-Time Employees

Hourly paid unit employees, excluding seasonal and temporary employees, who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits for authorized work on holidays as received by regular full-time unit employees. 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 1,040 hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working 2,080 hours in Pay Step 2.

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

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

Section 6-5. Term and Effect of MOU

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2026**, up to the beginning of the first regular pay period commencing in July **2028**. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or

before December 1 **of the final contract year**, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.

- B. Except as expressly provided in this MOU, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. The provisions of this MOU shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. All side agreements executed during this MOU contract period will expire on or before the contract end date unless incorporated into the MOU or extended by mutual agreement. Any supplement, amendments, or modifications to this MOU which are mutually agreed upon must be reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands this

_____ of May, 2026

Stephen Switzer, LIUNA Local 777 Representative

Cathleen Simpson, Deputy Human Resources Director/Labor Relations, City of Phoenix

Ed Zuercher , City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

City Attorney, City of Phoenix

LIUNA 777 Team:

Stephen Switzer
Michael Ruelas
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Jason Delgado
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Cesar Barcenas
Jose Mascareno Sr.

City of Phoenix Team:

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Danielle Poveromo, Parks and Recreation
Rubben Lolly, Streets Transportation
Donna Maroney, Human Resources
Rebecca McCarthy, CMO (Coordinator)
Stevie Vega, Human Resources (Scribe)



Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2384 (Unit 2) - Citywide

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

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.

MEMORANDUM OF UNDERSTANDING

2026 – 2028

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2384, AFL-CIO

REPRESENTING FIELD UNIT II EMPLOYEES

ARTICLE 1: RIGHTS	5
SECTION 1-1: GENDER	5
SECTION 1-1A: RECOGNITION	5
SECTION 1-2: CITY AND DEPARTMENT RIGHTS	5
SECTION 1-3: UNION RIGHTS	6
SECTION 1-4: RIGHTS OF UNIT EMPLOYEES	13
SECTION 1-5: PROHIBITION OF STRIKE AND LOCKOUTS	21
SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS	21
ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT	22
SECTION 2-1: GRIEVANCE PROCEDURE	22
SECTION 2-2: ARBITRATION	27
SECTION 2-3: LABOR-MANAGEMENT COMMITTEE	30
SECTION 2-4: HEALTH AND SAFETY COMMITTEE	31
ARTICLE 3: COMPENSATION/WAGES	32
SECTION 3-1: WAGES	33
SECTION 3-1A: PRODUCTIVITY ENHANCEMENT PAY	34
SECTION 3-2: OVERTIME	35
SECTION 3-2A: CALL OUT PAY	37
SECTION 3-3: OUT-OF-CLASS PAY	38
SECTION 3-4: SICK LEAVE CONVERSION AT RETIREMENT	39
SECTION 3-4A: SICK LEAVE PAYOUT	39
SECTION 3-5: SHIFT DIFFERENTIAL PAY	39
SECTION 3-5A: WEEKEND SHIFT DIFFERENTIAL PAY	39
SECTION 3-6: STAND-BY PAY	40
SECTION 3-7: SHOW-UP TIME	40
SECTION 3-8: JURY DUTY	41
SECTION 3-9: DEFERRED COMPENSATION PROGRAM	41
ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS	41
SECTION 4-1: HOURS OF WORK	41
SECTION 4-2: REST AND LUNCH PERIODS	43
SECTION 4-3: CLEAN-UP TIME	44
SECTION 4-4: SENIORITY	44
SECTION 4-5: SHIFT BID PROCEDURE FLEET SERVICES DIVISION	44
SECTION 4-6: TECHNOLOGY	47
ARTICLE 5: BENEFITS	47
SECTION 5-1: HEALTH INSURANCE AND EMPLOYEE ASSISTANCE	47
SECTION 5-2: DENTAL INSURANCE	48
SECTION 5-3: LIFE INSURANCE	48
SECTION 5-4: LONG-TERM DISABILITY INSURANCE	49
SECTION 5-5: HOLIDAYS AND VACATION PAY, AND LEAVE DONATIONS	49
SECTION 5-6: UNIFORMS	52
SECTION 5-7: PARKING	52
SECTION 5-8: TOOL ALLOWANCE	52
SECTION 5-9: PARENTAL LEAVE	53
ARTICLE 6: MISCELLANEOUS	54
SECTION 6-1: SAVING CLAUSE	54
SECTION 6-2: COPIES OF MEMORANDUM	55
SECTION 6-3: APPRENTICESHIP PROGRAMS	55
SECTION 6-4: PART-TIME EMPLOYEES	55

SECTION 6-5: DEPARTMENT CERTIFICATIONS AND REQUIRED LICENSES.....	56
SECTION 6-6: SAFETY MANUAL.....	57
SECTION 6-7: TERM AND EFFECT OF MEMORANDUM.....	57
SECTION 6-8:.....	58

DRAFT

PREAMBLE

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

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

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

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

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

ARTICLE 1: Rights

Section 1-1: Gender

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

Section 1-1A: Recognition

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

Section 1-2: City and Department Rights

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

be construed to diminish the rights of the City under Section 5 of the Meet and Confer Ordinance.

Section 1-3: Union Rights

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

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

The **City of Phoenix and the residents it serves** benefit from harmonious and cooperative relationships between the City and its employees. AFSCME Local 2384, **as the authorized representative, has the exclusive right to serve as the meet-and-confer representative of all Unit employees, as certified by the Phoenix Employment Relations Board.**

A. Authorized Unit Employee Representatives

The Union agrees that up to four bargaining Unit members ("Authorized Unit Employee Representatives") of AFSCME Local 2384 (the Union) will perform activities that provide a clear, measurable benefit to City operations. Authorized Unit Employee Representatives are subject to Administrative Regulations. The City will pay these employees' and the union steward employees' full time fringe benefits (including pension benefits). Authorized Unit Employee Representatives shall suffer no reprisal with regard to their original position, location, and schedule by seniority for performing activities as Authorized Unit Representatives under this section and upon return to their regular City duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority.

The City has determined that Authorized Unit Representatives will be released to perform the following activities that confer a public benefit and serve a public purpose by directly advancing City operational interest ("City Business Time"):

- 1. In coordination with management, Authorized Unit Representatives will attend City-directed meetings, seminars, training classes, and workshops, to help bargaining unit employees better understand City policies, programs, practices, conflict resolution, and labor-management partnerships.**
- 2. Authorized Unit Representatives will facilitate effective communication between employees and management to ensure the safe and efficient**

delivery of services and to develop a heightened degree of labor-management cooperation.

3. In coordination with management, Authorized Unit Employee Representatives will assist with the development, promotion, implementation, and communication of new, revised, or updated programs and/or policies to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and facilitate timely implementation of changes in policies or programs. Changes in safety or security policies and procedures will take priority over other changes.
4. In coordination with management, as a means of achieving a healthier workforce and driving down workers compensation and healthcare costs, and the use of sick leave, Authorized Unit Employee Representatives will assist bargaining unit members with understanding and coordinating benefits.
5. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Unit Employee Representatives will participate directly and assist the City with benefit evaluations, which will include serving on the Citywide Health Care Task Force.
6. To ensure City resources are well coordinated, and upon direction from the City and consent of the Union, Authorized Unit Employee Representatives will participate in, and serve as members of, various City task forces and committees.
7. Authorized Unit Employee Representatives will represent bargaining unit members in critical incidents at the time of such incidents (e.g., a personal injury suffered on the job).
8. In coordination with management, Authorized Unit Employee Representatives will participate in City-sponsored community projects.
9. As a means of enhancing employee performance, Authorized Unit Employee Representatives will assist members in understanding and following work rules, rights, obligations, and responsibilities.
10. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, with the goal of resolving matters at the earliest possible stage, and in coordination with management, Authorized Unit Employee Representatives will assist bargaining unit members and management in matters related to employer-employee relations.

11. In coordination with management, and to enhance workplace safety efforts, Authorized Unit Employee Representatives will participate in safety programs and compliance initiatives.
12. In coordination with City and department management, and to enhance safety, efficiency and delivery of City services, Authorized Unit Employees agree to investigate, study and develop suggested solutions and resolution of workplace issues including work assignments, workplace conflicts and disagreements raised by either the City or unit employees.
13. In coordination with City and department management and to enhance efficiency and delivery of City services and retention of employees and to lower rates of turnover of City employees, Authorized Unit Employees will assist in helping unit employees and the City understand and develop reasonable expectations for employees, working with department management to develop Performance Management Guide (PMG) goals, assisting unit employees and management in reviewing and developing expectations and compliance.
14. In coordination with management, Authorized Unit Employee Representatives will participate in other activities specifically requested or approved by City Manager or designee.

The City Manager may permit Authorized Unit Employee Representatives to perform other activities that will provide a direct and measurable benefit to the City.

B. Authorized Employee Representatives are prohibited from participating in any political activity during City Business Time, unless specifically requested by City Manager or designee. Authorized Employee Representatives shall not engage in any of the following activities (“Union Business Work”) during City-paid time and must take leave (“Union Business Work”) to engage in such activities during the regular work schedule:

1. Union legislative lobbying, or political activity. This includes participating in the preparation or distribution of legislative proposals.
2. Union Organizing. This includes preparing and/or distributing union organizing material.
3. Represent employees in Civil Service hearings.

4. **Bargaining/Negotiations.** This includes any matters deemed mandatory subjects of bargaining.
5. **Representation in grievance arbitrations** unless requested by the City.
6. **The Union agrees the City will bear no costs for transportation, office space, office supplies, administrative support, and liability coverage for acts or omissions of Authorized Employee Representatives while on non-City business.**

C. Reporting And Accountability of Authorized City Business Time

The Union shall submit monthly activity logs and progress reports to the Human Resources Director or designee documenting the City Business of the Authorized Employee Representatives and any leave used by the Authorized Employee Representatives. The parties shall agree on the format of the logs and progress reports.

The Authorized Employee Representatives will advise the City of the days and hours they are available and intend to spend on City Business Time and shall submit leave slips for any time used for Union Business Time on forms agreed to by the parties, and shall submit leave slips for other personal leave in accordance with City absence policies.

If the Authorized Employee Representative performs Union Business Work during his or her regular work schedule, such time shall be considered Union Business Time, which shall be funded through voluntary Unit member donations collected in a Bank of Release Hours or by direct reimbursement to the City.

The City has the right to audit and challenge submitted logs. Such challenges shall be provided to the Union, in writing, explaining the factual basis of the challenge and proposed resolution. In the event there is disagreement, either party may request to meet and discuss the matter. Any unresolved dispute shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU. Grievance Resolution may include the Union reimbursing the City for activities not deemed City Business under this agreement within 45 calendar days of final resolution by the City Manager.

The Union and City each agree to fully cooperate with periodic audits of the hours and activities worked by Authorized Employee Representatives and resolution of any disputes arising therefrom. Audits shall be conducted on a timely basis and limited to a reasonable recent period. Reconciliation will be made quarterly.

D. Union Stewards

The Union may designate up to 55 Union members as site stewards, 26 Union members as chief stewards, and 17 Union members as lead stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel because of such designations although the City shall confer on this issue if requested.

All levels of stewards doing work on behalf of the Union, outside of their home department, must utilize the Union Bank of Release Hours.

- 1. Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of City Business Time and for official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to comply with the existing operational and safety regulations and procedures as directed by the supervisor.**
- 2. Consistent with the MOU, and in the sole discretion of the City Manager or designee, the City Manager or designee may authorize Unit members in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis.**
- 3. City Business Time may only be used for activities expressly authorized under this Section. The City reserves the right to deny approval of a request to use City Business Time for activities not consistent with the terms and conditions of this MOU. The City shall not arbitrarily deny requests for use of City Business Time for activities that provide a clear, measurable benefit to City operations, such as improving employee safety or productivity, achieving cost savings, improving regulatory compliance, and helping employees understand and exercise their rights and responsibilities.**

E. Requests for City Business Time

- 1. A designated union site steward who wishes to use City Business Time must submit a request as soon as the need is known, but no later than 72 hours in advance of the time requested. Labor Relations may grant exceptions to this requirement to the Union in writing; such requests will not be arbitrarily denied. Requests for City Business Time will be approved only if the activity is listed in this section of the MOU or pre-approved**

by the City Manager or designee in writing and documented as providing a measurable operational benefit to the City.

2. If a request for City Business Time is denied and the designated union steward or any Union officer believes that the activity for which time was requested has a clear, measurable benefit to City operations, such as improving employee safety, efficiency, productivity, cost savings, regulatory compliance, helping employees understand and exercise their rights and responsibilities, the designated union steward may first appeal that denial to the Labor Relations Division or Human Resources Director who will promptly make a determination. If the Union continues to disagree with the determination, it may submit a grievance which shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU.

F. New Employee Orientation

The Human Resources Department will notify the Union when Orientation sessions involving new unit employees are scheduled. The Union shall be invited to attend new employee orientation (NEO) sessions to inform new unit employees of their rights under the Code and this MOU and answer any questions directed to the Union.

Such opportunity shall be afforded the Union during NEO sessions conducted by the Human Resources Department, and individual department NEO sessions.

G. International and Union Representatives

Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. Non-City personnel will be identified to the department director or designee prior to entering restricted City areas.

H. Payroll Deduction

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored **10** insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the

Union member's earnings for a pay period are sufficient after other legally required deductions are made.

2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.
4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this agreement make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

I. Union Materials & Bulletin Boards

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods. **In addition, by using its own resources the union may utilize work location mailboxes to communicate with unit members.**
2. The Union shall be allowed to send one union-requested communication per month using the City Email System to communicate with Unit 2 employees. Requests will be processed through Labor Relations. Issues stemming from this agreement will not be subject to the grievance procedure and will be discussed in labor-management meetings.
3. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.

4. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.
5. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
6. Unit List: Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, employee identification number, home address, date of employment, job classification, department number, **City payroll deduction of donated hours**, and/or a seniority list by job classification and a monthly list of employees added that month to Unit 2.
7. Intranet Access: The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

J. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure 5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

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

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

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

Section 1-4: Rights of Unit Employees

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions

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

- A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
- B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.
 - 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.
- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
- D. If the City elects to issue written questions to the employee, the following shall apply:
 - 1. If an NOI is being issued and there is no active questioning, representation is not required.
 - 2. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
- E. If the City elects to conduct an investigatory interview, the following shall apply:

1. Prior to the employee being interviewed, the employee shall be advised of their right to a representative.
2. The NOI form will be issued at the meeting.
3. The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
4. The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.
5. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.
6. The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
7. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.
8. 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 and will not be withheld arbitrarily.
9. The employee will be provided with a copy of the interview notes and given 72 hours excluding weekends and the employee's holidays and N-days to confirm their answers and provide any additional information.
10. Except for emergency situations, the unit employees shall have a minimum of 48 hours excluding weekends and the employee's holidays and N-days to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation. Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory

interview, however, the NOI/interview questions will not be provided in advance. No reasonable request for an extension will be arbitrarily denied.

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
4. A unit member shall receive a copy of any statement that they are asked to sign.
5. An employee under investigation will be notified in writing every **75** calendar days as to the current status of the investigation, **employees may contact their HR Liaison with questions**. Every 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 investigate processes remaining to be completed, as well as an estimated date of completion.

Upon conclusion of each investigation, the City will provide all respondents with a copy of the investigation summary.

G. Misc.

1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.
2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.
3. 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 meeting required by

management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called from home.

- H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
- I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.
- J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. 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.
- K. Unit employees have the right to present their own grievance, in person or by legal counsel.
 - 1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.
 - 2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.
 - 3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature. The attachments must be no more than 4 pages.
- L. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.

- M. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of a 40-hour suspension or greater discipline of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
 - The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
 - The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13- 3102) at a City worksite, unless such employee is a police officer. (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)
 - The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
 - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
 - The employee is under the influence of alcohol or illegal drugs on the job.
 - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
 - The employee committed a violation of the City's Ethics Policy.
 - The employee's actions meet the elements of a felony.
 - The employee committed an act of dishonesty.
 - The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).
- N. The City shall post on employee bulletin boards for employee review any new policies and/or revision in City or written department policies and procedures affecting Unit II employees and provide a copy to the Union. Notice shall remain posted for not less than thirty (30) calendar days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

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

- O. A coaching is a verbal discussion with an employee. A coaching is not disciplinary nor shall it be considered a first offense for purpose of progressive discipline. Employees will be advised that they are receiving a coaching at the time it is given. A written record of a coaching may be placed in the supervisor’s file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

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

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

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

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)		<u>Maintain copy in file.</u> Employee may request to remove	<u>Maintain original in file.</u>

		after 10 years.	Employee may request to inactivate after 10 years.
Discipline as discussed in section 1-4.M.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

The official discipline record is maintained in the Personnel File. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

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.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

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

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

- Q. 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 specific terms of this Memorandum of Understanding.

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working compressed workweek, the remaining hours of the workday would be accounted at the sole discretion of management.

- R. **In accordance with the City's selection and interview guidelines and at management request, Union designated employees will participate in City selection processes.**

Unit employees may contact the Interview Panel Chair for direct interview feedback.

Unit employees may contact HR for detailed interview feedback.

- S. When the City determines that an employee has been overpaid, it shall notify the employee of this and the reason in writing. The City shall arrange to recover such overpayment from the Employee over the same period unless the total amount is less than \$250 (Two-hundred fifty dollars), at which time the entire amount may be recovered in one lump sum unless other arrangements have been made between the parties. (For example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the City at the same rate of \$5.00 per pay period over six months.) The employee has up to 14 calendar days to notify the City if they want to pursue reasonable alternative repayment arrangements. If the City does not receive notice from the employee within 14 calendar days, the City shall recover the overpayment in the manner as set forth.

If the total amount is not repaid by the time of the Employees separation from the Employer the unpaid balance shall become due and payable immediately. The City reserves the right to deduct the unpaid balance from any final payments of salary, vacation, or other benefit due to Employee under any City ordinance or Memorandum of Understanding.

Section 1-5: Prohibition of Strike and Lockouts

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

Section 1-6: New Positions/Classifications

- A. The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

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.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department 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 affected Union of the

results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least **four (4)** requests by the Union shall be started by the Human Resources Department in order of their ranking per contract year.

The Human Resources Class & Comp Division will meet monthly with Unit 2 leadership to discuss issues related to **classifications and compensation. The meeting may be cancelled upon mutual agreement.**

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

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

A. Informal Resolution

1. The parties agree that the first attempt to resolve employee complaints arising under this M.O.U. will be an informal discussion between the employee and his immediate non-unit supervisor only.
2. It is the responsibility of Unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate non-unit supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

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

B. Definition of Grievance

1. A "grievance" is a written allegation by a Unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.
2. The City continues to retain the format used for the grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

C. Procedure

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

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

Reasonable requests for extensions should not be arbitrarily denied. (Extensions from the grievant shall be submitted to the appropriate level for the step, extensions must be submitted in writing. Email is acceptable.)

Step 1

The unit employee shall reduce the grievance to writing by completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fourteen (14) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. The City will assign a grievance number within fourteen (14) calendar days. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within fourteen (14) 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 parties by written mutual agreement may skip from Step 1 to Step 2 of the grievance procedure.

Step 2

If the written response of Step 1 does not result in resolution of the grievance, the grievant may appeal the grievance by completing the City form and presenting it to the second Step of review, the Department Head or his designee, within fourteen (14) calendar days of the grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within fourteen (14) 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 parties by written mutual agreement may skip from Step 2 to Step 3 of the grievance procedure.

Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee/Arbitrator, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within fourteen (14) calendar days of receipt of the Step 2 response. Labor Relations shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the department head, or designees, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within fourteen (14) calendar days of the meeting.

Step 3

1. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the grievant and Union may, within fourteen (14) calendar days of having received the Step 2 response, appeal the grievance by completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

The Grievance Committee will consist of:

- Chairman: A member of the City Manager's Office designated by the City Manager.
- Member: A mutually agreed upon neutral member.
- Member: The President or the President's designee of another civilian union/association, other than the Grievant's, representing employees with the City.

Staff support to the Grievance Committee will be provided by the Human Resources Department. The Labor Relations Administrator and/or Department Director in Labor Relations will serve as an advisor to the committee.

The Grievance Committee shall, within fourteen (14) 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 fourteen (14) 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.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

2. In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within fourteen (14) calendar days of having received the Step 2 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 fourteen (14) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- a) 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/her.
- b) The arbitrator shall be expressly confined him/her to the precise issues submitted to him/her and shall have no authority to consider any other issue not submitted to him/her.
- c) 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. The City Manager shall 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 by the specific terms of Article 1, Section 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by Unit employees subject to the provisions of this Article.

E. Group Grievance

When more than one Unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such employees. Such group grievances shall be filed at the step of this procedure which provides the lowest level of common supervision having authority over all named grievants. Each Unit employee that is a party grievant must be named and must sign such group grievance. The Union may sign a group grievance on behalf of employees, however, in such instance, the grievance must be amended within fourteen (14) days naming each Unit employee who is a party grievant and containing his signature.

F. Time Limits

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

G. Notice to Union of Grievance Resolution

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

The City will ensure that a copy of every 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. 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 fourteen (14) calendar days of the occurrence prompting the grievance, or within fourteen (14) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within fourteen (14) calendar days from receipt of the grievance

Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein; provided that the employer shall bear the cost of the services of the arbitrator.

- J. The Union and the City agree to meet at regular intervals (as defined in Article 2 Section 2-3 Labor/Management Committee) to find ways to improve the grievance procedures.

Section 2-2: Arbitration

A. Independent Arbitrator

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

B. Appeal

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

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

C. Selection of Arbitrator

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

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

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

D. Time for Hearing

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

E. Hearing Procedures

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

F. Witnesses

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

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

G. Proposed Findings; Objections to Report

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

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

H. Requirements

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

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

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

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

I. Report

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

J. Costs

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

K. Civil Service Board

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

L. Representation

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

Section 2-3: Labor-Management Committee

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

- A. There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.
- B. During the term of this M.O.U., the Union and the City shall maintain the Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.
- C. The Committees shall meet monthly or at other mutually scheduled times.
- D. The members shall, upon request for a meeting, provide the Chair with proposed agenda items, and the Chair shall provide the members with the meeting agenda in advance of the meeting.
- E. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction

in the number of permanent Unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this Memorandum.

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

- F. Any signed/dated written Labor/Management agreements with the signatures of both parties and the Chairperson will be binding on the parties for the remaining term of this M.O.U.
- G. **There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on employees.**
- H. **Recognizing the mutual goal of timely and thorough administrative investigations, the parties agree to establish a citywide Labor Management Committee (NOI Committee) with the purpose of reviewing the Notice of Inquiry (NOI) process and making recommendations for improvements. The committee will include representatives from the union, labor relations, department leadership, HR, and other subject matter experts as appropriate. The committee will present all findings and proposed recommendations to the City Manager on or before June 30, 2027.**
- I. **Recognizing the mutual goal of well rested employees, the parties agree to establish a citywide 12-Hour Rule Management Committee (12-Hour Rule Committee) with the purpose of reviewing the 12-hour rule and making recommendations for improvements. The committee will include representatives from the union, labor relations, department leadership, HR, and other subject matter experts as appropriate. The committee will present all findings and proposed recommendations prior to the Time & Labor system implementation.**

Section 2-4: Health and Safety Committee

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

spent within the employee's regular work shift in pursuit of benefits provided by this Article.

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

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

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

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

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

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

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

ARTICLE 3: Compensation/Wages

Various sections of this M.O.U. 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 this agreement, Unit 2 employees will receive:

- **A 2.0% base wage increase, effective the first full pay period in July 2026.**
- **A non-continuous payment of \$500 for each full-time unit employee and \$250 for each part-time unit employee to be paid out on the first full pay period in July 2026.**
- **A non-continuous payment equal to 1.0% of base wage for each employee to be paid out on the first full pay period in August 2026.**

B. In year two of this agreement, Unit 2 employees will receive:

- **A 0.50% base wage increase, effective the first full pay period in July 2027.**
- **A non-continuous payment equal to 1.5% of base wage for each employee to be paid out on the first full pay period in August 2027.**

C. During each year of this agreement, all unit employees who are eligible for merit increases will be advanced one step in the pay grade in accordance with the provisions of the Pay Ordinance

D. Licensed Pesticide Applicators shall receive fifty (\$.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.

E. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents (\$.20) in addition to their base hourly rate. This pay is not applicable to all positions in classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.

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

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

Section 3-1A: Productivity Enhancement Pay

Productivity Enhancement Pay

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

A. Pay Benefit:

Unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred and three dollars (\$103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars (\$3,502) at the completion of 22 years of continuous full time service.

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

B. Qualifications:

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

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

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

only a maximum possible one-range increase and the incumbent is receiving Productivity Enhancement pay, he/she will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

2. An employee must have completed six (6) years of continuous full-time service.
3. An employee must have received an overall performance rating of "Met" on his latest performance evaluation on file.
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. **Unit employees are eligible to receive Productivity Enhancement Pay, and any subsequent increases, beginning with the pay period following the date on which all eligibility is met.** The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member's regular paycheck.

Section 3-2: Overtime

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

shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

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

- C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.
- D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.
- E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and fifteen (215) hours. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.
- F. Compensatory Time Conversion

Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per M.O.U. year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.
- G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

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

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

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

Section 3-2A: Call Out Pay

The eight (8) hour period before the start of a Unit employee's regular shift is to be called "rest time." If an employee is called out during this time, the employee shall be allowed to adjust their work hours up to 4 hours (flex time) to allow the employee to have proper rest before the start of the employee's shift. **Employees will notify supervision of their request to use flex time for that purpose. Reasonable requests to use flex time shall not be arbitrarily denied by supervision.**

Example: An employee starts at 6 am, and is allowed to start at up to 10 am to 8 pm.

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

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

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

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

Remote Access Support

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

Telephone Support

Employees on Stand by called to perform work by means of telephone support shall receive fifteen (15) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when more than one call out is made provided these calls are separated by more than fifteen

(15) minutes. Calls placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Section 3-3: Out-of-Class Pay

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

- A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.
- C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.
- E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher classification.

- F. **An employee who is denied out-of-class may request a meeting with Human Resources to review out-of-class eligibility.**

Section 3-4: Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

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

Section 3-4A: Sick Leave Payout

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

Section 3-5: Shift Differential Pay

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

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

Shift differential pay shall continue to be paid at the rate of the regular shift for any additional hours worked preceding or following the regular shift. Night shift premium pay applies to regular part-time employees.

Section 3-5A: Weekend Shift Differential Pay

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

A Unit member shall receive forty cents (\$0.40) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts

on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday.

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

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

Section 3-6: Stand-By Pay

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

Section 3-7: Show-Up Time

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

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

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

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

Section 3-8: Jury Duty

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

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

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

Section 3-9: Deferred Compensation Program

The City will contribute 3.62% of the base wage to a 401(a) Deferred Compensation Plan (DCP) for each Unit employee for each year.

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.

The City, in collaboration with the Union, may experiment with flextime schedules when the following conditions are met:

1. Approval of Department Head
2. Approval of Union President
3. Mutually agreed schedule between Unit Member and Supervisor

4. Signed Wavier

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

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

D. Relief Crews

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

- E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.
- F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

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

Employees have the option to waive their fourteen (14) calendar day notice and begin their new schedule with the City and Union's written approval.

- G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling

may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.

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

Section 4-2: Rest and Lunch Periods

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

5 DAY WORK WEEK MEAL PERIOD

8 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
8-1/2 hours	No less than 30 minutes, unpaid.
9 hours	No less than 60 minutes, unpaid.

4 DAY WORK WEEK MEAL PERIOD

10 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
10 1/2 hours	No less than 30 minutes, unpaid.
11 hours	No less than 60 minutes, unpaid.

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

When work demands permit, with a supervisor's approval, an employee may combine their thirty (30) minute meal period with one of their fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period or combine two of their (15) minute rest periods to achieve a (1) hour meal period. This paid leave time counts as hours worked.

When an employee 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 in addition to a full shift as defined in Sect. 3-2 A, an employee shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall an employee be entitled to more than one such break for every eight (8) consecutive hours of overtime.

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

Section 4-3: Clean-Up Time

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

Section 4-4: Seniority

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

Section 4-5: Shift Bid Procedure Fleet Services Division

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

A. General Guidelines

1. Annual Shift Bid

There will be a full Shift Bid each fiscal year, in December, which will become effective the first pay period in January. **Except for Auto Parts Clerk III positions, who may move after the annual Auto Stores inventory.**

2. Interim Shift Bid

A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation, or retirement will be filled subject to the in-class **Shift Bid**. This means that any time

positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

3. Exceptions

- a) The specialties listed below will be exempt from the general Shift Bid procedure. Employees in these specialties will **Shift Bid** only within their specialty **area** and/or **shop**.

1) **Equipment Repair Specialist:**

- Motorcycle Mechanics
- **Fleet Technical Training Specialist**

2) Heavy Equipment Mechanics:

- **Fire Operations**
- **22nd Ave Service Center**
- **91st Ave Wastewater Treatment Plant**
- **Solid Waste Transfer Stations**
- **Mobile Repair, Rovers**

3) **Auto Technician and Auto Technician Master:**

- **All Police Substations**
- **Fire Operations**
- **Make Ready**

4) **Equipment Service Worker II:**

- **All Police Substations**
- **Make Ready**
- **91st Ave Wastewater Treatment Plant**

5) **Fuel System Support Technician**

6) **Temporary, new hire, and promoted employees***

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

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

During the 2026-2028 contract pilot program, specialty shop positions within the Fleet Services Division will be offered to incumbent employees

prior to being filled by temporary, new or promoted employees. Among incumbent applicants, selections may be made based on seniority within the classification. Management may interview candidates. If management decides to interview, a union representative will be invited to the process. Discipline will be considered solely to verify the employee's ability to perform the duties of the specialty shop position. When no incumbent employees apply, the position may be filled by temporary, new, or promoted staff.

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

4. Annual **Shift Bid** Completion

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

5. Delegation of Authority

Employees may delegate/select a representative to participate in the **Shift Bid** in their absence. This may be done by completing a proxy form and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual **Shift Bid** Sign-up Sheet will be annotated by the employee's representative **with the employee's last name printed and the entry initialed**. The Proxy form shall be made available to Unit employees by the City.

6. Official Notification

The annual **Shift Bid** will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all **Fleet Services Division** Facilities.

B. Seniority

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

1. Determination of Seniority

Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the

employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury, or military service) shall have the greater amount of seniority.

2. Dispute Resolution of Seniority

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

Section 4-6: Technology

If technology will replace or enhance unit work, the City will notify the Union of technological changes and upon Union request the appropriate Department will discuss at regular Labor Management meetings with union leadership. As determined by the City, the City shall provide employees with training required to utilize the new technology.

Data obtained from a vehicle camera system, Automatic Vehicle Locator (AVL), Global Position System (GPS), telematics, or similar automated movement tracking systems may be used, along with a complaint; an investigation; or documented performance-based concerns, in disciplinary decisions, but data from such automated movement tracking systems will not be used as the sole basis for decisions related to Unit employee discipline.

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

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

A. Medical and Dental Insurance

1. The City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.
2. It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about January 1, and that the

City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

B. Employee Assistance Program

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

C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.

D. The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Section 5-2: Dental Insurance

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

The City agrees to contribute 100% of the cost to provide dental insurance for employees enrolled in the base HMO or PPO plan for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. At a minimum, the plan shall include a PPO option that consists of 100% payment of reasonable and customary charges covered for preventive and preventive-related diagnostic services and 80% payment of reasonable and customary covered charges for basic services and major services. The City shall retain a plan option that includes an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. Dental plans may be subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base

salary rounded up to the next one thousand dollars (\$1,000.00) or twenty-five thousand dollars (\$25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of seventy-five thousand dollars (\$75,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a Unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit member, and payment will be based upon the Unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated in the eChris benefits portal for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each Unit member a \$200,000 death benefit covering the Unit member's **commute** to and from his City work location. This policy will cover the Unit member commute for up to two hours before his shift begins, and two hours after his shift concludes. The Union will only pay the cost of this benefit the first year of the 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. The City will cover the payment of a supplementary **commuter** 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.

Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the M.O.U. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits, and disability provisions of the retirement plan. Unit II members must apply to activate this benefit.

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. Unit II members must apply to activate this benefit.

Section 5-5: Holidays and Vacation Pay, and Leave Donations

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
March Holiday	Last Monday in March
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25

24 Personal Leave Hours After completion of six (6) months' service

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

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

3. **All unit members whose regularly assigned work week consists of 4/10 hour shifts, shall not be required to submit documentation for 2 hours of paid leave on City holidays as listed in Section 5-5(A).**

B. Vacation Accumulation

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

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>
0-5 years	8 hours
6-10 years	10 hours
11-15 years	11 hours
16-20 years	13 hours
21+ years	15 hours

<u>MAX. CARRYOVER</u>	<u>MAX. PAYOUT</u>
192 Hours	240 Hours
240 Hours	300 Hours
264 Hours	330 Hours
312 Hours	390 Hours
360 Hours	450 Hours

The accrual milestone is realized the month after the anniversary. For example, Anniversary date is 01/01/2021 (5 years of service), accrual of 10 hours will occur on 02/01/2026. Please refer to Personnel Rule 15b.1.

On the second paycheck in July of every year, every unit employee will receive 2.5 hours of vacation time, in addition to their other accruals, added to their vacation leave.

During the 2026-2028 MOU, a workgroup will be formed with participants from City management and include a leader from AFSCME Local 2384 for the purpose of exploring the possible creation of a Citywide bank of hours supplied by vacation cutback hours for use by employees with approved donation petitions. The workgroup will submit a recommendation to the City Manager before the end of the 2026-2028 MOU.

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

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

C. Bank of Donated Leave

1. Each unit employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed 100 hours per fiscal year. By filling out and submitting a voluntary donation form, each unit employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.
2. The total hours donated by the members shall be considered the maximum number of hours available for donated hours under this Article.
3. Only employees of Unit 2 may donate hours to the Unit 2 bank of hours; Unit 2 may only accept donated hours from Unit 2 employees.

Donated time does not count towards hours worked for overtime purposes.

Section 5-6: Uniforms

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

Section 5-7: Parking

- A. 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.
- B. All employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.
- C. All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

Section 5-8: Tool Allowance

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

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

Classification

User Technology Specialist U2
Instrumentation and Control Specialist
Trades Helper, Assigned U2
Equipment Service Worker I
Electrician Helper
Electrician
Electrician, Assigned Lead
Traffic Signal Technician
Telecommunications Specialist
Welder, Assigned U2
Building Equipment Operator I, assigned U2
Building Equipment Operator II, assigned U2
Building Maintenance Worker, Assigned U2
Locksmith
Building Maint. Worker *Plumber – U2
Electronic Systems Specialist
General Apprentice – U2 (NC)

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

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

Equipment Service Worker II
Automotive Technician and all assignments
Heavy Equipment Mechanic and all assignments
Equipment Repair Specialist
Body Repair Specialist
Helicopter Mechanic
Fuel Systems Support Technician
Aircraft Technician and assignment

Section 5-9: Parental Leave

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

same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.

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

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

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

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

During the term of this MOU the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE) and other leave related matters as part of the labor management committee established to address implementation of a time/attendance schedule automation system.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

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

such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

Section 6-2: Copies of Memorandum

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

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

Section 6-3: Apprenticeship Programs

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

The Union and the City shall continue the Joint Apprentice Programs.

The **City** and Unit II Apprenticeship Program shall be organized with a set of standards established by a 5-person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix representatives, and 1 City of Phoenix Human Resources Department Safety **Division** employee. The Committee shall monitor apprentices' performance. A quorum shall consist of one (1) member from the union and the one (1) member from the City and one (1) Safety **Division** employee.

Section 6-4: Part-Time Employees

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

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

and June. If the employee separates from City employment, the participation will cease.

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

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

Section 6-5: Department Certifications and Required Licenses

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

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

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

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

When the employee obtains a higher ADEQ Grade Certification and submits results for reimbursement or merit increase, there will be no change to the employees PMG anniversary date.

Additionally, the following classifications in the Water Services Department do not require an ADEQ Certification, but any unit employee in any of the following

positions will be eligible for and receive the one-time special merit when they obtain and maintain a Grade 1 ADEQ Certification in their area of specialty:

- 1) Electrician**
- 2) Electrician*Lead**
- 3) Instrumentation & Control Spec**
- 4) Instrumentation & Control Spec*Lead**
- 5) Utility Helper**

Section 6-6: Safety Manual

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

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

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

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

Section 6-7: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2026** up to the beginning of the first regular pay period commencing in July **2028**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than December first of the final contract year of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

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

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

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

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

- F. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions. All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this M.O.U. shall be executed by duly authorized representative of each party.

Section 6-8:

The City shall create an Employee Memorial for those Unit II employees lost to COVID-19 to thank them for their service to the City of Phoenix. This Memorial can be in conjunction with other Memorials the City may have planned.

IN WITNESS WHEREOF, the parties have set their hands this

_____ day of May, 2026

Jess Mayer, President, AFSCME Local 2384

Megan Avalos, Assistant Human Resources Director, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

City Attorney, City of Phoenix

AFSCME 2384 Team:

Jess Mayer, President
Reuben Montano
Francisco Herrera
Gloria Lee
Benjamin K. Lundy
Derek Sigurdson
David Pepiton
Bryan Hammock
Lorenzo Ortega
William P. Bakehouse

City of Phoenix Team:

Megan Avalos, Assistant Human Resources Director
Nazario Prieto, Water Services Department
Gabe Nevarez, Aviation Department
Justeen Cook, Public Works Department
Miguel Munguia, Phoenix Convention Center
Meghan Anderson, Human Resources
Sheree Rucker, Human Resources (Coordinator)
Dafanie Perdue (Scribe)



Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2960 (Unit 3) - Citywide

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

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.

MEMORANDUM OF UNDERSTANDING

2026 – 2028

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

LOCAL 2960 AFL-CIO

REPRESENTING UNIT 3 EMPLOYEES

Table of Contents

PREAMBLE.....	3
ARTICLE 1: Rights	4
Section 1-1: Purpose/Gender	4
Section 1-2: City and Department Rights	4
Section 1-3: Union Rights.....	5
Section 1-4: Rights of Unit Members	12
Section 1-5: Prohibition of Strike and Lockouts	23
Section 1-6: New Positions and Classifications	24
ARTICLE 2: Grievance/Arbitration/Labor Management.....	25
Section 2-1: Grievance Procedure	25
Section 2-2: Labor-Management Committee	33
Section 2-3: Health and Safety Committee.....	34
ARTICLE 3: Compensation/Wages.....	35
Section 3-1: Wages	35
Section 3-2: Overtime.....	37
Section 3-3: Out-of-Class Pay	40
Section 3-4: Sick Leave Cash Out Formula.....	41
Section 3-5: Shift Differential Pay.....	41
Section 3-6: Stand-By Pay.....	42
Section 3-7: Show-up Time	42
Section 3-8: Jury Duty Pay	42
Section 3-9: Deferred Compensation Program.....	43
Section 3-10: Compensation for Approved Training	43
ARTICLE 4: Hours of Work/Working Conditions.....	43
Section 4-1: Hours of Work.....	43
Section 4-2: Rest and Lunch Periods.....	45
Section 4-3: Clean-up Time.....	46
Section 4-4: Seniority	46
Section 4-5: Technology.....	47
ARTICLE 5: Benefits	47
Section 5-1: Health Insurance.....	47
Section 5-2: Dental Insurance.....	49
Section 5-3: Life Insurance.....	49
Section 5-4: Long-Term Disability.....	50
Section 5-5: Holidays, Vacation Pay, and Leave Donations	50
Section 5-6: Uniforms.....	52
Section 5-7: Tuition Reimbursement.....	55
Section 5-8: Car Insurance, Mileage Allowance, Bus Pass and Parking.....	56
Section 5-9: Unpaid Parental Leave / Family Leave	56
Section 5-10: Retirement Program and Benefits	57
ARTICLE 6: Miscellaneous.....	57
Section 6-1: Saving Clause	58
Section 6-2: Copies of Memorandum	58
Section 6-3: Term and Effect of Memorandum.....	58
Section 6-4:	59
ATTACHMENT A	61
ATTACHMENT B	62

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

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

The City of Phoenix and the residents it serves benefit from harmonious and cooperative relationships between the City and its employees. AFSCME Local 2960, as the authorized representative, has the exclusive right to serve as the meet-and-confer representative of all Unit employees, as certified by the Phoenix Employment Relations Board.

A. Authorized Unit Employee Representatives

The Union agrees that up to 4 bargaining Unit members ("Authorized Unit Employee Representatives") of AFSCME Local 2960 (the Union) will perform activities that provide a clear, measurable benefit to City operations. Authorized Unit Employee Representatives are subject to Administrative Regulations. The City will pay these employees' and the union steward employees' full-time fringe benefits including pension benefits. Authorized Unit Employee Representatives shall suffer no reprisal with regard to their original position, location or schedule by seniority for performing activities as Authorized Unit Employee Representatives under this section and upon return to their regular City duties, the Unit employee shall be reinstated to their 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 has determined that Authorized Unit Employee Representatives will be released to perform the following activities that confer a public benefit and serve a public purpose by directly advancing City operational interests ("City Business Time"):

1. In coordination with management, Authorized Unit Employee Representatives will attend City-directed meetings, seminars, training classes, and workshops, to help bargaining unit employees better understand City policies, programs, and practices, conflict resolution, and labor-management partnerships.
2. Authorized Unit Employee Representatives will facilitate effective communication between employees and management to ensure the safe and efficient delivery of services and to develop a heightened degree of labor-management cooperation.

3. In coordination with management, Authorized Unit Employee Representatives will assist with the development, promotion, implementation, and communication of new, revised, or updated programs and/or policies to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and facilitate timely implementation of changes in policies or programs. Changes in safety or security policies and procedures will take priority over other changes.
4. In coordination with management, as a means of achieving a healthier workforce and driving down workers compensation and healthcare costs, and the use of sick leave, Authorized Unit Employee Representatives will assist bargaining unit members with understanding and coordinating benefits.
5. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Unit Employee Representatives will participate directly and assist the City with benefit evaluations, which will include serving on the Citywide Health Care Task Force.
6. To ensure City resources are well coordinated, and upon direction from the City and consent of the Union, Authorized Unit Employee Representatives will participate in, and serve as members of, various City task forces and committees.
7. Authorized Unit Employee Representatives will represent bargaining unit members in critical incidents at the time of such incidents (e.g., a personal injury suffered on the job).
8. In coordination with management, Authorized Unit Employee Representatives will participate in City-sponsored community projects.
9. As a means of enhancing employee performance, Authorized Unit Employee Representatives will assist members in understanding and following work rules, rights, obligations, and responsibilities.
10. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, with the goal of resolving matters at the earliest possible stage, and in coordination with management, Authorized Unit Employee Representatives will assist bargaining unit members and management in matters related to employer-employee relations.
11. In coordination with management, and to enhance workplace safety efforts, Authorized Unit Employee Representatives will participate in safety programs and compliance initiatives.
12. In coordination with department and city management, and to enhance safety, efficiency and delivery of City services, Authorized Unit Employee

Representatives agree to investigate, study and develop suggested solutions and resolution of workplace issues including work assignments, workplace conflicts and disagreements raised by either the City or unit employees.

- 13. In coordination with management and to enhance efficiency and delivery of City services and retention of employees and to lower rates of turnover of City employees, Authorized Unit Employee Representatives will assist in helping unit employees and the City understand and develop reasonable expectations for employees, working with department management to develop Performance Management Guide (PMGs) goals, assisting unit employees and management in reviewing and developing expectations and compliance with PMG process.**
- 14. In coordination with management, Authorized Unit Employee Representatives may agree to participate in other activities specifically requested or approved by the City Manager or designee.**

The City Manager may permit Authorized Unit Employee Representatives to perform other activities that will provide a direct and measurable benefit to the City.

B. Authorized Unit Employee Representatives are prohibited from participating in any political activity during City Business Time, unless specifically requested by City Manager or designee. Authorized Unit Employee Representatives shall not engage in any of the following activities (“Union Business Work”) during City-paid time and must take leave (“Union Business Work”) to engage in such activities during the regular work schedule:

- 1. Union legislative, lobbying, or political activity. This includes participating in the preparation or distribution of legislative proposals.**
- 2. Union Organizing. This includes preparing and/or distributing union organizing material.**
- 3. Represent employees in Civil Service hearings.**
- 4. Bargaining/Negotiations. This includes any matters deemed mandatory subjects of bargaining.**
- 5. Representation in grievance arbitrations unless requested by the City.**
- 6. The Union agrees the City will bear no costs for transportation, office space, office supplies, administrative support, and liability coverage for acts or omissions of Authorized Unit Employee Representatives while on non-City Business.**

C. Reporting and Accountability of Authorized City Business Time

The Union shall submit monthly activity logs and progress reports to the Human Resources Director or designee documenting the City Business of the Authorized Employee Representatives and any leave used by the Authorized Unit Employee Representatives. The parties shall agree on the format of the logs and progress reports.

The Authorized Unit Employee Representatives will advise the City of the days and hours they are available and intend to spend on City Business Time and shall submit leave slips for any time used for Union Business Time on forms agreed to by the parties, and shall submit leave slips for other personal leave in accordance with City absence policies.

If the Authorized Unit Employee Representative performs Union Business Work during his or her regular work schedule, such time shall be considered Union Business Time, which shall be funded through voluntary Unit member donations collected in a Bank of Release Hours or by direct reimbursement to the City.

The City has the right to audit and challenge submitted logs. Such challenges shall be provided to the Union, in writing, explaining the factual basis of the challenge and proposed resolution. In the event there is disagreement, either party may request to meet and discuss the matter. Any unresolved dispute shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU. Grievance Resolution may include the Union reimbursing the City for activities not deemed City Business under this Agreement within 45 calendar days of final resolution by the City Manager.

The Union and City each agree to fully cooperate with periodic audits of the hours and activities worked by Authorized Unit Employee Representatives and resolution of any disputes arising therefrom. Audits shall be conducted on a timely basis and limited to a reasonable recent period. Reconciliation will be made quarterly.

D. Union Stewards

The Union may designate up to 52 stewards including 10 Chief Stewards and 19 Lead Stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel because of such designations although the City shall confer on this issue if requested.

Stewards doing work on behalf of the Union, outside of their home department, must utilize the Union Bank of Release Hours.

1. Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of City Business Time and for official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representatives shall give notice to the appropriate office prior to arrival or, if

that is not possible, they shall give notice of their presence immediately. The City will not arbitrarily deny access to the Union.

2. **Consistent with the MOU, and in the sole discretion of the City Manager or designee, the City Manager or designee may authorize Unit members in advance in writing to engage in lawful Union-related activities during City work hours on a non-paid basis.**
3. **City Business Time may only be used for activities expressly authorized under this Section. The City reserves the right to deny approval of a request to use City Business time for activities not consistent with the terms and conditions of this MOU. The City shall not arbitrarily deny requests for use of City Business Time for activities that provide a clear, measurable benefit to City operations, such as improving employee safety or productivity, achieving cost savings, improving regulatory compliance, and helping employees understand and exercise their rights and responsibilities.**

E. Requests for City Business Time

1. **A designated union steward, outside of their home department, who wishes to use City Business Time must submit a request as soon as the need is known, but no later than 72 hours in advance of the time requested. Labor Relations may grant exceptions to this requirement to the Union in writing: such requests will not be arbitrarily denied. Requests for City Business time will be approved only if the activity is listed in this section of the MOU or pre-approved by the City Manager or designee in writing and documented as providing a measurable operational benefit to the City.**
2. **If a request for City Business Time is denied and the designated union steward or any Union officer believes that the activity for which time was requested has a clear, measurable benefit to City operations, such as improving employee safety, efficiency, productivity, cost savings, regulatory compliance, helping employees understand and exercise their rights and responsibilities, the designated union steward may first appeal that denial to the Labor Relations Division or Human Resources Director who will promptly make a determination. If the Union continues to disagree with the determination, it may submit a grievance which shall be processed as a Union Grievance in accordance with the provisions of Article 2 of this MOU.**

F. 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.

G. 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 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.

H. Facilities and Services

1. **Union Materials:** 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.
2. **The Union may, using its own resources, use the mailboxes at work locations to communicate with unit members.**
3. **Employees may wear union produced buttons, pins, or other insignia at work, provided that such insignia does not interfere with safety, and operations and are not otherwise prohibited by law or this Agreement. This provision shall not excuse an Employee from following any departmental dress policy. The City shall not be responsible for purchasing any Union insignia under this provision. The Union may upon request consult with the Department regarding any problems presented with wearing union insignia at work and the parties will make good faith efforts to remedy reported problems.**

4. Union Communication: The Union shall be allowed to send **two** union-requested communications per month using the City Email System to communicate with Unit 3 employees. **One of the monthly requested emails shall be limited to communication regarding life insurance benefits as referenced in Section 5-3 of the MOU.** Requests will be processed through Labor Relations. Issues stemming from this agreement will not be subject to the grievance procedure and will be discussed in labor-management meetings.
5. Union Website: 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.
6. Union Bulletin Boards: 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.

Union representatives shall have the right to reasonable access to City facilities during regular operating hours for the purpose of posting, maintaining, and updating Union bulletin boards provided that this function is performed on their own time. Such access shall not interfere with City operations. They shall give notice to the appropriate office prior to arrival or, if that is not possible, they shall give notice of their presence immediately. The City will not arbitrarily deny access to the Union.

7. **New Employee Orientation (NEO): The Human Resources Department will notify the Union when Orientation sessions involving new unit employees are scheduled. The Union shall be invited to attend new employee orientation (NEO) sessions to inform new unit employees of their rights under the Code and this MOU and answer any questions directed to the Union.**

Such opportunity shall be afforded the Union during the NEO sessions conducted by the Human Resources Department, and individual department NEO sessions.

8. Employee Lists: Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, **Hire/Rehire Date**, Dept ID, Department, Job

Title/**Classification**, Job Locator Code, Work Location, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, a monthly list of employees newly added to Unit 3, and a list of Unit 3 employees who have left the unit. (This includes unit members who retire, promote, quit, are terminated, or pass away). **When the City issues a department or city-wide electronic notice regarding an employee death (active or inactive), the City shall include the Union on any such notice.** The City shall provide the Union a list of all Unit 3 vacancies monthly. Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with unit **employees**.

Records of overtime worked by employees shall be distributed monthly to the Union. Upon request of the Union, such records shall be posted monthly on a worksite bulletin board. In addition, records of overtime worked by Unit members shall be made available for inspection by an authorized representative of the Union upon advance request and at reasonable times. If there are problems reported by the Union with the distribution or posting of records, the parties shall make a good faith effort to reach resolution.

9. Labor Management

If any part of Section 1-3, or the section in its entirety, is found to conflict with federal or state law and is therefore deemed illegal, null, or void, that determination shall not affect the validity of the remaining provisions of this MOU.

- 10. Roles/Responsibilities: Management and Union representatives shall engage with one another as equal and recognized counterparts, each acting within their respective roles and responsibilities, for matters relating to the administration of the MOU. Union representatives shall not be subject to unlawful retaliatory actions by management due to their union involvement, including representing employees during negotiations, grievance meetings or other aspects of MOU administration. The Union and the City will cooperate to ensure its representatives focus on issues pertinent to such meetings with supervisors and managers.**

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.

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.

- A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
- B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.
 - 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.
- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

Recognizing the mutual goal of timely and thorough administrative investigations, the parties agree to establish a citywide Labor Management Committee (NOI Committee) with the purpose of reviewing the Notice of Inquiry (NOI) processes and making recommendations for improvements. The committee shall comprise two representatives from the Union (AFSCME 2960), the City's management, which shall include representatives from Human Resources, and other labor partners. The committee's findings and recommendations shall be presented to the City Manager on or before June 30, 2027.

- D. If the City elects to issue written questions to the employee, the following shall apply:
 - 1. If an NOI is being issued and there is no active questioning, representation is not required.
 - 2. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.

E. If the City elects to conduct an investigatory interview, the following shall apply:

1. Prior to the employee being interviewed, the employee shall be advised of their right to a representative.
2. The NOI form will be issued at the meeting.
3. The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
4. The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.
5. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.
6. The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
7. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.
8. 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 and will not be withheld arbitrarily.
9. The employee will be provided with a copy of the interview notes and given 72 hours excluding **weekends and** the employee's holidays and N-days to confirm their answers and provide any additional information.
10. Except for emergency situations, the unit employees shall have a minimum of 48 hours excluding the employee's holidays, N-days as well as weekends (Saturday and Sunday), to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. No reasonable request for an extension will be arbitrarily denied. An employee may waive the 48-hour time requirement if the employee is not opting for representation.
11. Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
4. A unit member shall receive a copy of any statement that they are asked to sign.
5. An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 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 investigate processes remaining to be completed, as well as an estimated date of completion.
6. **Upon conclusion of each investigation, the City will provide all respondents and the Union with a copy of the investigation summary.**

G. Misc.

1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.
2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.
3. This article applies to all regular full-time and regular part-time employees in Unit 3 positions, this includes probationary employees.
4. In addition, Police employees are covered in Section 1-4.P.
5. 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 1 hour if called in from home.
6. 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.

7. See Section 1-4N for retention schedule.

- H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
- I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.
- J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. 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.
- K. 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 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 their performance evaluation by the annual review date the employee's merit increase will be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date. (If an over all "met").

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of 40-hour suspension or greater of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
 - The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
 - The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13- 3102) at a City worksite¹, unless such employee is a police officer. 1 (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)
 - The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
 - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
 - The employee is under the influence of alcohol or illegal drugs on the job.
 - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
 - The employee committed a violation of the City's Ethics Policy.
 - The employee's actions meet the elements of a felony.
 - The employee committed an act of dishonesty.
 - The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).
- L. 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.
- M. 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 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.
- N. A coaching is a verbal discussion or meeting with an employee to actively discuss any problem with the employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file. A coaching is to be one-on-one. When 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 1 coaching for a similar matter. A coaching given to a unit member cannot remain in a supervisor's file for more than 1 year from the date of incident provided no further incidents of a similar nature occur during this 1 year period.

A supervisory counseling is a written 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 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.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	<u>Maintain original in file.</u> Remove annually (from the date of incident) provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually (from the date of incident) provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually (from the date of incident) provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline as discussed in section 1-4.K.2		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

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.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

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, suspension or demotion upon request will be provided a copy of the investigative summary (if any exists) supporting the written reprimand, suspension, or demotion at the time the unit member receives the discipline. An employee who receives a written reprimand, suspension, or demotion may request a copy of the information upon which the discipline was based and will be provided a copy at no cost to the employee.

If a unit employee is suspended, it is understood that a suspension day is defined as 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 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" performance evaluation 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 performance evaluation.

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.

If the PMG is expected to be an overall "Not Met", the employee will be notified in writing on or before the scheduled date of service (PMG due date), notwithstanding an unforeseen or pending administrative matter. Any comments or issues supporting an overall "Not Met" must be documented by the supervisor.

Employees may appeal "Not Met" ratings on their performance evaluations.

- O. 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 Accident/Collision 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.

P. 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 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 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 recording. In order to receive this copy, the unit member may be asked to provide Professional Standards with a current appropriate medium to record the copy. The unit member shall not receive additional pay for picking up or dropping off this recording.

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 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.

- Q. Crime Scene Specialists, Detention Officers, **Police Communications Staff** and Police Assistants assigned to Enforcement positions in the Police Department shall be permitted to work out on their "Code 7" at Police Department facilities.

Unit employees who work out on their "Code 7":

Are required to remain in workpants/boots.

Must adhere to Operations Order 4.1 (Meals and Breaks);

Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;

Must adhere to Operations Order 3.7 (Industrial Injuries);

Must limit their activity to Strength Training/Cardio Training;

May not work out on their "Code 7" during overtime shifts; and,

May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief and the program may be cancelled at that time.

- R. **When the City determines that an employee has been overpaid, it shall notify the Employee of this and the reason in writing. The City shall arrange to recover such overpayment from the Employee over the same period unless the total amount is less than \$250, at which the entire amount may be recovered in one lump sum unless other arrangements have been made between the parties. (For Example, an employee who has been overpaid by \$5.00 per pay period for six months shall refund the City at the rate of \$5.00 per pay period over six months.) The employee has up to 14 calendar days to notify the City if they want to pursue reasonable alternative repayment arrangements. If the City does not receive notice from the Employee within 14 calendar days, the City shall recover the overpayment in the manner as set forth above.**

If the total amount is not repaid by the time of Employee's separation from employment, the unpaid balance shall become due and payable immediately. The City reserves the right to deduct the unpaid balance from any final payments of salary, vacation, or other benefit due to Employee under any City ordinance or Memorandum of Understanding.

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 written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

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.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least two requests by the Union shall be started by the Human Resources Department in order of their ranking per contract year.

The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations.

The Human Resources Class & Comp Division will meet monthly with Unit 3 leadership to discuss issues related to classifications brought forward as a result of the 2023 citywide classification and compensation study.

The Human Resources Class & Comp Division shall be available to meet monthly with Unit 3 leadership during the term of the contract to discuss issues related to classifications and grade allocations. Upon mutual agreement, the parties can agree to cancel a meeting.

- B. 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 30 days prior to elimination of any Unit 3 positions. Notice in writing shall be given to the Union prior to the City doing RFP if it involves Unit 3 employees.

The parties agree that they will continue to work together in a mutual effort to address the concern of the erosion of the bargaining unit. As a pilot program for 2024 and 2025, the Division of Labor Relations will meet with the unit on a periodic basis, but not less than twice per year, to discuss any concerns.

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

1. As a matter of good labor-management relations a unit member who believes that they have a bona fide grievance must discuss and attempt to resolve it with his immediate non-unit supervisor.
2. 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

1. A "grievance" is a written allegation by a unit member, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

C. Procedure

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

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within 14 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 14 calendar days of having received the written grievance or such meeting, whichever is later, submit a response thereto in writing to the Grievant and the Grievant's representative if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President. It is recommended that the fax is sent when the copy is given to employee). The parties by written mutual agreement may skip from Step 1 directly to Step 2 of the grievance procedure.

Step 2

If the written response of the Step 1 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 14 calendar days of the Grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within 14 calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit a response to the grievance to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President.). The parties by written mutual agreement may skip from Step 2 directly to Step 3 of the grievance procedure.

Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor

Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

Step 3

1. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the Grievant and the Union may, within 14 calendar days of having received the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President). A Grievance Committee hearing will be scheduled at which the Grievant shall be afforded the opportunity to fully present his position.

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.

Member: A mutually agreed upon neutral member.

Member: The President or the President's designee.

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.

Labor Relations shall, within 10 calendar days of receipt of the appeal, schedule a Grievance Committee 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 60 calendar days of receipt of the appeal which may be extended upon mutual agreement. The Grievance Committee shall, within 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.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

2. 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 14 calendar days of having received the Step II response. If the Grievant and the Union so elects 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 7 arbitrators who have had experience in the public sector. The parties shall, within 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:

- a) 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/her.
- b) The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- c) The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit findings and advisory recommendations to the Grievant and the City Manager, or their designated representatives. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall 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 3 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 grievances 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 14 calendar days of the occurrence prompting the grievance. The President, or designee, shall in each case provide a written answer within 14 calendar days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein, provided that the employer shall bear the costs of the services of the arbitrator.

K. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Steps 2 and 3 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 by work and personal email (if available in eCHRIS), to include date, time, and place of any grievance committee hearing. A copy will be sent to the Union by email to officestaff@afscme2960.org. 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 14 calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or 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 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 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 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 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 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 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 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 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.

When the Union is designated by a unit member as their representative for mutually scheduled grievance meetings, Civil Service hearings or hearings associated with the administration of the MOU, up to two (2) representatives may attend such meetings or hearings for the purpose of observation and training. Requests for the additional representative to be in attendance for observation and training must be made in advance. Approval is subject to operational needs and will not be arbitrarily withheld.

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 representatives of the Union and representatives of the City. 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. If requested by one of the parties FMCS **or a mediator** will be invited to attend.

Topics for discussion may be established and agreed to in good faith by both parties at the beginning of each contract year and throughout the contract period.

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. For Fire Department Sections in which Unit 3 members are the majority of employees (i.e., Dispatch & Deployment, Fire Prevention), those Sections shall establish a Fire Department Labor Management Committee consisting of the Section Head and Union Stewards within that Section. The purpose of this Fire Department Labor Management committee is to enhance service delivery models and address public safety employee-related issues. The Fire Department Labor Management process is done through the facilitation and open discussion of mutual concerns and problems which may include: implementation of major department programs and/or substantial modifications of existing major programs that have a significant impact on service delivery or work schedules. The Fire Department Labor Management Committee shall meet at least annually at mutually scheduled times, and at other mutually agreed upon times as necessary. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

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 4 hours per employee per meeting.

There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on employees.

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 2 unit members appointed by the Union and 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 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 this agreement, Unit 3 employees will receive:

- **A 2.0% base wage increase, effective the first full pay period in July 2026.**
- **A non-continuous payment of \$500 for each full-time unit employee and \$250 for each part-time unit employee to be paid out on the first full pay period in July 2026.**
- **A non-continuous payment of \$630 for each full-time unit employee and \$251 for each part-time unit employee to be paid out on the first full pay period in August 2026.**

A. In year two of this agreement, Unit 3 employees will receive:

- **A 0.50% base wage increase, effective the first full pay period in July 2027.**
- **A non-continuous payment of \$980 for each full-time unit employee and \$390 for each part-time unit employee to be paid on the first full pay period in August 2027.**

C. During each year of this agreement, all unit employees who are eligible for merit increases will be advanced one step in the pay grade in accordance with the provisions of the Pay Ordinance.

D. 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.

E. 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.

F. Productivity Enhancement Pay

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

1. Pay Benefits

Unit members who have completed at least six years (6) but no more than up to 19 years of continuous full time service and who meet the additional qualifications specified in this section shall qualify for \$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 5 years, up to an annual maximum of \$2,800 at the completion of 19 years of continuous full time service.

Unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$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 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 6 years of continuous full-time service.
- c) An employee must have achieved the overall performance rating of "Met" on his latest performance evaluation on file.
- 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 90 days to 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) **Unit employees are eligible to receive Productivity Enhancement Pay, and any subsequent increases, beginning with the pay period following the date on which all eligibility is met.**

G. 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:

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 \$75 per month.

- H. Unit 3 employees who receive an overall “Met” on their performance evaluation and are eligible for merit shall receive it in accordance with the pay plan.
- I. The Union President may bring recommendations for Special Merit Increases to a Department Head for consideration on behalf of unit employees.
- J. During the term of this MOU the City will provide an annual budget presentation to the AFSCME Local 2960 Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.

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 8 consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of 40 hours in a 7 day work period or 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 10 hours per shift or 40 hours per week.

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

This language only applies to employees who work 2 full shifts. A shift holdover is considered a continuation of the regular shift. Employees cannot receive overtime compensation and 12-hour rule for the same hours worked (i.e., no pyramiding). If an employee works less than a full shift either before or after his/her regular shift, the 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 1 ½ times the regular rate, or compensatory time at 1 ½ times up to a maximum accumulation of 300 hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of 300 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 "B."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of 120 hours in no more than two, 60 hour increments, by notifying the Department payroll staff 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).

D. Call-Out Pay

An employee shall have a minimum of 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 45 minutes after being relieved from duty. This 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 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, 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 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 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 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 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 1 1/2 times the regular rate after the first 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 **ensure** 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 7 minutes goes to the next quarter hour). There will be no compensation for calls under 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 10 regular working shifts of assignment in the higher class within any 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 5 hours work for a 10 hour shift and 4 hours work for an 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 5 hours for a 10 hour shift and 4 hours work for an 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.
 - 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.
- D. 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.

- E. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.
- F. Unit 3 employees assigned to the Phoenix Fire Department Regional Dispatch Center will be compensated hour-for-hour while the employee is working in an out-of-class assignment. The qualification period will also be determined on an hourly basis for the total of 80 hours.**

Section 3-4: Sick Leave Cash Out Formula

A unit member who has accumulated a minimum of 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 25% of his base hourly rate for all hours in excess of 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 \$.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 \$.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 6 hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive \$.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 \$.80 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.

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

A Unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this article.

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 \$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 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 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 3 hours pay at 1 ½ his regular rate of pay, except that an employee shall not be eligible for additional compensation during that 3 hour period.

Court Time Stand-By:

When a Police Department Assistant, Crime Scene Specialist, 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 \$100 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.

Subject to operational and scheduling needs, full-time Unit 3 employees whose non-traditional work schedules include N-days may be allowed by management to be provided an alternate N-day during the pay week for hourly employees (when the date of jury service falls on the employee's regularly scheduled N-day).

Section 3-9: Deferred Compensation Program

The City shall contribute an additional 0.75% of each Unit employee's monthly base wages for a total of 2.36% to the City Deferred Compensation Plan.

Section 3-10: Compensation for Approved Training

Any Communication Dispatcher assigned to the Aviation or Fire Departments, **Crime Lab Technicians**, and Police Communications Operator who are selected by their Department to conduct department approved field training will be paid a one-step differential or a minimum of 3%, whichever is higher, for those hours actually spent training other staff members.

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.

Flextime - The City, in collaboration with the Union, may experiment with flextime schedules when all the following conditions are met:

- a) Approval of Department Head
- b) Approval of Union President
- c) Mutually agreed schedule between Unit Member and Supervisor
- d) Signed waiver

The regular work day and regular work week shall consist of 5 consecutive days of 8 hours or 4 consecutive days of 10 hours of work excluding unpaid meal periods in a 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.
 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).
 3. Exceptions to this Section may be made for Detention Officers in the Police Department.
- 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 14 calendar days to the affected employee(s). Full-time unit members shall be given notice of at least 14 calendar days when there is a change in their permanent work location. Excluding employees of Parks or City Clerk, part-time employees who have one permanent work location shall be given notice of at least 14 calendar days when there is a change in their permanent work location. "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, 14 calendar days notice will be given to change permanent regular work 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 **at the same time the employee is notified.**

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 24 hours a day, 7 days a week.

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

- E. Unit 3 employees' regularly scheduled workday will be determined by the actual calendar date that they start their shift.

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 1/2 hour on the job.

Two (2) paid non-work periods of 15 minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job.

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 1 1/2 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 40 hours that week. When a Unit member does not receive a paid meal period, the meal period shall be uninterrupted and duty-free. For paid straight-time meal periods of 1/2 hour, the intent is for the employee to have a break from their work station during this period, but the employee must be available for immediate call-back to work when necessary. When work demands permit, with a supervisor's approval, a Unit employee

may combine their 30 minute meal period with **two** of their 15 minute rest periods to achieve a **one (1) hour** 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 2 hours or more in addition to their daily work shift, they shall be entitled to an additional 15 minute break. Every additional 2 hours of overtime will entitle an employee to an additional 15 minute break.

After 4 consecutive hours of overtime in addition to their daily work shift, a unit member shall be entitled to a paid meal break of 30 minutes but in no event shall a unit member be entitled to more than one such break for every 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. For the purpose of this Agreement seniority shall be defined as the length of continuous service with the City of Phoenix including any approved leaves of absence. Where bidding occurs, seniority shall determine rights for vacation, shifts, overtime, standby, days of work, and the assignment of job locations. When two or more employees in the same job classification are hired on the same date and time the tie in seniority will be broken by 1) consideration of time as a temporary employee when applicable, and 2) by the date and time of application submission for the hired position.

In areas where bidding does not occur, requests for vacation that are considered simultaneously shall be determined by seniority. Once vacation is approved it will not be rescinded in order to accommodate employees with higher seniority. Departments will work with the Union to review vacation bidding issues.

- 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.

Section 4-5: Technology

If an AI system implemented by the City clearly produces faulty or misleading data that could impact employee assignment or discipline, the department, in consultation with the Union, may suspend use of the system. The City and the Union will then reconvene to assess the issue and determine appropriate next steps.

For purposes of this agreement, artificial intelligence refers to the simulation of human intelligence processes by machines, particularly computer systems, to perform tasks requiring cognition, including but not limited to learning, reasoning, self-correction, and creativity.

The City shall notify employees and the Union of any technology being introduced that will replace or enhance unit work. Upon request of the Union, the appropriate department will discuss at Labor Management meetings with Union leadership.

Data obtained from an AI system, including vehicle camera systems, Automated Vehicle Locator (AVL), Global Positioning System (GPS), telematics, or similar automated movement tracking systems may be used in conjunction with a complaint, investigation, or documented performance-tracking systems. However, automated decision making shall not be used as the sole basis for disciplinary decisions regarding Unit employees.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

- A. 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 Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce 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. The City will maintain 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. All Unit 3 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 but may be increased by the City.

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. The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007). The City expanded the Post Employment Health Plan (PEHP) program in 2023 to include City employees who are enrolled as a spouse/qualified domestic partner (QDP) on another employee's City medical plan, and who are otherwise eligible for PEHP. Spouse/QDP PEHP is not applied automatically – please review the current benefits book for enrollment rules. PEHP payments are prospectively applied once enrollment procedures have been met.
- I. In the event of the death of a unit member while on duty or while performing a job function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse or domestic partner and all eligible dependents. Should the surviving spouse or domestic partner remarry, the benefits of this provision may continue through COBRA. The policy is retroactive to any reported and known In-Line-of-Duty death of a Unit member from July 1, 2010 to June 30, 2019.

Section 5-2: Dental Insurance

The City shall pay the full premium costs for single coverage for employees enrolled in the base dental HMO or PPO plan and 75% of the premium costs for family coverage for a City dental plan. If an employee selects a dental plan other than the base HMO or PPO, the employee will pay the difference between the PPO plan and the selected plan.

At a minimum, the plan shall include a PPO option that consists of 100% payment of reasonable and customary covered charges for preventive and preventive-related diagnostic services, and 80% payment of reasonable and customary covered charges for basic services, and major services. The City shall retain a plan option that includes an adult orthodontia benefit with a maximum lifetime benefit of up to \$4,000 per person. Dental plans may be subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

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

It is understood between the City and the Union that any negotiated changes in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated in the eCHRIS Benefits portal 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 employee a \$200,000 death benefit covering the unit employees **commute** to and from his City work location. This policy will be consistent with the current City Life Insurance carrier, and will cover the unit employee'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 employee 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 current City Life Insurance carrier, for the payment of a supplementary **commuter** life insurance policy for each unit employee.

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.

Upon receipt of invoice, the City will reimburse the Union up to \$6.00 per month per unit employee for premiums and reasonable administrative costs incurred by the Union sponsored life/long term care insurance benefit. Labor Relations must approve all

associated administrative costs prior to reimbursement; however, approval will not be arbitrarily withheld.

To promote effective communication about the Unit 3 Life Insurance Benefit, the City will continue to work with the Union to ensure the Human Resources Benefits Division is supplying the appropriate information to potential beneficiary/employee family members.

The City shall work with the Union to address issues associated with the disclosure of appropriate information, including information regarding terminated 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 12 consecutive months are eligible to apply for long term disability coverage. After an established 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 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, Vacation Pay, and Leave Donations

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
March Holiday	- Last Monday in March
Memorial Day	- Last Monday in May
Juneteenth Day	- June 19
Independence Day	- July 4
Labor Day	- First Monday in September

Indigenous Peoples' Day	- Second Monday in October
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Friday after Thanksgiving Day	
Eve of the Christmas holiday	- 4 hours
Christmas Day	- December 25

Three 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 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: 8 hours pay for the holiday plus pay at 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 8 hours.

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

SERVICE YEARS	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	PAYOUT
0-5	8 hours	232 hours	280 hours
6-10	10 hours	280 hours	340 hours
11-15	11 hours	304 hours	370 hours
16-20	13 hours**	352 hours	430 hours
21 +	15 hours**	400 hours	490 hours

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

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 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 120 hours and has used 40 hours of vacation/comp-time during the calendar year ending December 31st.

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. Through Labor-Management Unit 3 established a program for unused vacation time that unit members would lose since it could not be carried over into the next calendar year. A bank was established and the time was donated to Unit 3 employees with a petition on file per A.R. 2.144.

D. Bank of Donated Leave

- 1. Each unit employee may complete a form to voluntarily donate vacation leave time for a specified number of hours. By filling out and submitting a voluntary donation form, each unit employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.**
 - 2. The total number of hours donated by unit employees will be considered the maximum number of hours available for donated hours under this article.**
 - 3. Only employees of Unit 3 may donate hours to the Unit 3 bank of hours; Unit 3 may only accept donated hours from Unit 3 employees.**
 - 4. Donated time does not count toward hours worked for overtime purposes.**
- E. **On the second paycheck in July of every year, every unit employee will receive 2.5 hours of vacation time, in addition to their other accruals, added to their vacation leave.**

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 (Assigned to Patrol or Transit functions)	\$1150 per annum
Police Assistant	\$725 per annum
Detention Officer	\$1150 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist assigned to Fire Dept.	\$1150 per annum
Fire Prevention Specialist assigned to other depts	\$725 per annum
Court Security Officer	\$1,150 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)
Municipal Security Guard in Police (Required to wear Class B or C uniform)	\$1150 per annum
Crime Scene Specialist	\$725 per annum
Real Time Operation Specialists	\$725 per annum

The City will issue a one-time \$200 winter uniform jacket allowance to for outdoor work to the following classifications and assignments:

Police Assistants assigned to Parking Enforcement Detail
Police Assistants assigned to Patrol or Police Transit
Detention Officers
Crime Scene Specialists
Municipal Security Guards in Police, Water and Public Transit

Police Assistants, Detention Officers, Municipal Security Guards in all departments, Police Assistant-Transit and Police Assistants and Crime Scene Specialists in public facing positions, as well as Operations Assistants in Aviation working non-secured side of airport who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding \$1,000. Upon replacement, a qualified employee as listed in this section shall be entitled to the \$1,000 reimbursement every 5 years after initial purchase.

In lieu of the \$100 employees in the job classifications of Fire Emergency Dispatcher/Lead previously received from the City/Fire Department for additional uniform items, employees in these job classifications will now receive an equivalent uniform allowance of \$100. Payment to be made on or about August 1 of each MOU year.

The Library Department will pro-rate the uniform allowance established under Section 5-6 in the Unit 3 MOU and pay it on a monthly basis to the temporary, part-time Municipal Security Guards (MSGs), who will be hired and assigned to work the Heat Relief centers between April 14 and September 30.

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 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 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 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 2 months or longer shall have the next annual uniform allowance reduced by 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, with a minimum of 30 calendar days notice of its intent. The Union may at any time request the Labor-Management Committee meet to discuss changes and modifications to the current uniforms.

The AFSCME Local 2960 Honor Guard is a professional organization that represents the City of Phoenix at official events, memorial services and employee funerals. The AFSCME Local 2960 Honor Guard was established in January 2015 after the **Line of Duty Death (LODD)** loss of Unit 3 employee Megan V. Lange. The 501c3 was formalized during the 2016-2019 contract MOU at the request of the City during negotiations to help institute formal recognition of the Honor Guard. Through the work of AFSCME Local 2960, a registered 501c3 non-profit association (ID #82-08366266), the Honor Guard provides public education and community service. Each year of this agreement, the City will direct \$25,000 to a fund maintained by the City, which has been charged to the total compensation of the Unit 3 economic package, to support the work and related expenses of maintaining the Honor Guard. The Union will submit receipts to the City for reimbursement. If the entire \$25,000 is not used in the first year of the MOU the balance will carry over into the following year not to exceed \$50,000 during the term of this MOU. Funds not used by the end of the MOU will be credited to the Unit 3 package for the following contract.

Subject to operational needs, Civilian Honor Guard members shall be released on City Time to attend City-sponsored and approved events. Approval shall not be arbitrarily withheld.

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 2023-2024 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 **\$500** 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 \$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 50% when they park at the 305 garage or Adams Street Garage.
- F. The City will provide 4 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 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 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 5 incidents not to exceed a total of 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 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.

During the term of this MOU the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE) **and other leave related matters as part of the labor management committee established to address implementation of a time/attendance schedule automation system.**

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 60 days of the date that this Memorandum is adopted by the City Council, the City will arrange for printing of 100 jointly approved copies.
- 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, **2026** through June 30, **2028** 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 notify the Union of any changes in Personnel

Rules and/or new or revised Chapter 2 Administrative Regulations (ARs) affecting unit employees.

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
- 2.34 Transitional Work Policy
- 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 past written or verbal statement/agreements shall supersede any of its provisions.

Section 6-4:

The City shall create an Employee Memorial for those employees lost to COVID-19 to thank them for their service to the City of Phoenix

IN WITNESS WHEREOF, the parties have set their hands this

_____ day of May, 2026

Frank Piccioli, President, AFSCME Local 2960

Cathleen Simpson, Deputy Human Resources Director, Labor Relations, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

City Attorney, City of Phoenix

AFSCME 2960 Team:

Frank Piccioli, President
Debra Novak-Scott
Angie Hernandez
Kanika Jones
Michele Newcomb
Jose Vejar
Georgia Leon
Lena Bernal
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Lisa St. Onge
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City of Phoenix Team:

Cathleen Simpson, Deputy Human Resources Director (Lead)
Williams Adams, Parks and Recreation Department
Amy Rundquist, Police Department
Michael O'Shaughnessy, Aviation Department
Lorizelda Stoeller, Public Works Department
Michelle Joyner, Waters Services Department
Brian Standage, Fire Department
Renee Gillison, Deputy Human Resources Director
Lorraine Rodriguez, Human Resources (Coordinator)
Taniya Williams, Management Fellow (Scribe)

ATTACHMENT A

DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation

City Clerk

Community & Economic Development

Phoenix Convention Center

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

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.

DRAFT

This document was printed by employees represented by AFSCME Local 2960



Public Comment on Proposed MOU Between City of Phoenix and Phoenix Law Enforcement Association, PLEA (Unit 4) - Citywide

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Phoenix Law Enforcement Association, PLEA (Unit 4).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.

MEMORANDUM OF UNDERSTANDING

2026 – 2028

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

REPRESENTING UNIT 4 EMPLOYEES

DRAFT

PREAMBLE	4
ARTICLE 1: RIGHTS	4
SECTION 1-1: PURPOSE/GENDER	4
SECTION 1-2: CITY AND DEPARTMENT RIGHTS	4
SECTION 1-3: RIGHTS OF ASSOCIATION	5
SECTION 1-4: RIGHTS OF UNIT MEMBERS.....	14
SECTION 1-5: PROHIBITION OF STRIKE AND LOCKOUTS.....	23
ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT	24
SECTION 2-1: GRIEVANCE PROCEDURE	24
SECTION 2-2: LABOR-MANAGEMENT COMMITTEE	28
SECTION 2-3: RESOLVING GENERAL COMPLAINTS	28
ARTICLE 3: COMPENSATION/WAGES.....	28
SECTION 3-1: WAGES	28
SECTION 3-2: PRODUCTIVITY ENHANCEMENT PAY	30
SECTION 3-3: TRAINING PAY	31
SECTION 3-4: COMPENSATION FOR INTERPRETING AND TRANSLATION BY SWORN POLICE OFFICERS.....	32
SECTION 3-5: OVERTIME	33
SECTION 3-6: COURT TIME OVERTIME	35
SECTION 3-7: CALL-OUT PAY.....	36
SECTION 3-8: OUT-OF-RANK PAY	36
SECTION 3-9: SICK LEAVE CONVERSION AT RETIREMENT.....	37
SECTION 3-10: SICK LEAVE PAYOUT	38
SECTION 3-11: NIGHT SHIFT DIFFERENTIAL/WEEKEND SHIFT DIFFERENTIAL.....	38
SECTION 3-12: STAND-BY PAY.....	39
SECTION 3-13: COURT TIME STANDBY PAY	39
SECTION 3-14: OFF-DUTY EMPLOYMENT.....	40
SECTION 3-15: JURY DUTY	41
SECTION 3-16: DEFERRED COMPENSATION AND DEFINED CONTRIBUTION PLANS	41
SECTION 3-17: NON-DIRECT PAYMENT OF COMPENSATION OR BENEFITS.....	41
SECTION 3-18: DRUG RECOGNITION EXPERT PREMIUM PAY	41
SECTION 3-19: PHLEBOTOMIST PREMIUM PAY	41
ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS	42
SECTION 4-1: WORK SCHEDULES	42
SECTION 4-2: SENIORITY	44
ARTICLE 5: BENEFITS.....	44
SECTION 5-1: HEALTH INSURANCE	44
SECTION 5-2: RETIREE HEALTH INSURANCE	45
SECTION 5-3: DENTAL INSURANCE	45
SECTION 5-4: LIFE INSURANCE.....	46
SECTION 5-5: LONG-TERM DISABILITY INSURANCE	46
SECTION 5-6: HOLIDAYS AND VACATION LEAVE	46
SECTION 5-7: OUT-OF-STATE VACATION RECALL.....	49
SECTION 5-8: MILITARY LEAVE	50
SECTION 5-9: UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE.....	50
SECTION 5-10: REIMBURSEMENT FOR EDUCATION EXPENSES	55
SECTION 5-11: LEAVE OF ABSENCE.....	55
SECTION 5-12: WORKERS' COMPENSATION.....	55
SECTION 5-13: WELLNESS/BENEFITS COMMITTEE	56
ARTICLE 6: MISCELLANEOUS	57
SECTION 6-1: SAVING CLAUSE	57

SECTION 6-2: COPIES OF MEMORANDUM.....	57
SECTION 6-3: AID TO CONSTRUCTION OF PROVISIONS OF MEMORANDUM OF UNDERSTANDING.....	57
SECTION 6-4: CHANGES IN DEPARTMENT OPERATIONS ORDERS PURSUANT TO THIS MEMORANDUM.....	58
SECTION 6-5: PHYSICAL FITNESS.....	58
SECTION 6-6: TERM AND EFFECT OF MEMORANDUM	59
ATTACHMENT A.....	61
ATTACHMENT B.....	62
ATTACHMENT C.....	63

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Preamble

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

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

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

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

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

Section 1-2: City and Department Rights

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

1. The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.
 2. The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.
 3. The discipline is supported by a preponderance of evidence that the conduct occurred.
 4. The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.
- E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed. This is not grievable under the MOU.
- F. The City and Police Chief shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. This is not grievable under the MOU.
- G. Except as otherwise specifically provided in this Memorandum, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this Memorandum as permitted by law.
- K. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

Section 1-3: Rights of Association

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

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

B. Authorized Representatives and Release Time Bank:

The City of Phoenix and the residents it serves benefit from harmonious and cooperative relationships between the City and its employees. Authorized Representatives of Unit 4 serve as an efficient and readily available point of contact for addressing labor-management concerns. The City of Phoenix pays the full salary and benefits of the six Authorized Representative positions in recognition of the substantial City Business Time obligations those positions perform as set forth in Section 1-3(B)(1)(e). Separately, the cost of release time hours provided under Section 1-3(B)(3), including all associated benefits during use of the Release Time Bank hours, has been charged as part of the total compensation contained in this Agreement in lieu of wages and benefits. Specifically, the parties have agreed that 7.5 hours of total compensation per PLEA member per MOU year shall be allocated to fund the Release Time Bank described in Section 1-3(B)(3). This allocation is made by PLEA members voluntarily, pursuant to PLEA's bylaws and by virtue of their membership, in lieu of receiving that equivalent value as direct wages or benefits.

1. Office of Administration Positions:

- a. Reporting to the Office of Administration, 6 full-time Authorized Representatives shall be sworn, full-time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System. The City shall pay the full salary and benefits of these 6 positions. The cost of these positions is justified by and contingent upon the City Business Time obligations set forth in Section 1-3(B)(1)(e).**
- b. These 6 positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).**
- c. These 6 positions shall be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not**

limited to proper notification when utilizing sick or vacation leave. These employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

- d. These 6 positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.
- e. **City Business Time.** In consideration of the City's payment of the full salary and benefits of the Authorized Representative positions, the Authorized Representatives agree to perform the following activities for the benefit of the City ("City Business Time"). The parties acknowledge that City Business Time activities constitute adequate consideration to the City for its salary and benefits expenditure and serve a public purpose by directly advancing City operational interests ("City Business Time") within the meaning of applicable Arizona law. The following activities will constitute City Business Time:
 - i. In coordination with management, Authorized Representatives will attend City-directed meetings, seminars, training classes, and workshops to help bargaining unit employees better understand City policies, programs, and practices, engage in conflict resolution, and promote labor-management partnerships.
 - ii. Authorized Representatives will represent bargaining unit employees in grievance meetings, Critical Incident Review Boards, Disciplinary Review Boards, IRP Meetings, hearings with department representatives, and Civil Service Board hearings in accordance with A.R.S. § 38-1101 et. seq. This activity constitutes City Business Time because timely representation aids the City in promptly conducting necessary investigations and avoids delays that hinder timely resolution of employee matters.
 - iii. Authorized Representatives will facilitate effective communication between employees and management to ensure the safe and efficient delivery of services and to develop a heightened degree of labor-management cooperation.
 - iv. In coordination with management, Authorized Representatives will assist with the development, promotion, implementation, and communication of new, revised, or updated programs and/or policies to members of the bargaining unit in order to streamline service delivery and facilitate timely implementation of changes in policies or programs.

- v. In coordination with management, Authorized Representatives will assist bargaining unit employees with understanding and coordinating benefits as a means of achieving a healthier workforce and driving down both workers' compensation and healthcare costs and the use of sick leave.**
- vi. Authorized Representatives will participate directly in benefit evaluations, including serving on the Citywide Health Care Task Force, with the goal of driving down medical costs while providing appropriate medical benefits.**
- vii Upon direction from the City and consent of the Association, Authorized Representatives will participate in and serve as members of City-wide task forces and committees, including Police Department task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees.**
- viii. Authorized Representatives will represent bargaining unit employees at critical incidents. At least two Authorized Representatives, designated in writing by the parties, shall be on continuous paid stand-by to respond to critical incidents as needed. An employee will only be placed on stand-by if the member is available for call-out. If call-out occurs, overtime shall be paid in accordance with Article 3, Section 3.2.**
- ix. In coordination with management, Authorized Representatives will participate in City-sponsored community projects as a means of enhancing community trust.**
- x. Authorized Representatives will assist members in understanding and following work rules, rights, obligations, and responsibilities as a means of enhancing employee performance.**
- xi. In coordination with management, Authorized Representatives will assist bargaining unit employees and management in matters related to employer-employee relations as a means of controlling administrative and litigation costs and resolving matters at the earliest possible stage.**
- xii. In coordination with management, Authorized Representatives will participate in safety programs and compliance initiatives to enhance workplace safety efforts.**
- xiii. In coordination with management, Authorized Representatives will participate in other activities specifically requested or approved by the City Manager or designee.**

Authorized Representatives are prohibited from participating in any political activity prohibited by AR 2.16 and defined in A.R.S. § 23-1431(G)(5) while on City Business Time unless specifically requested by the City Manager or designee.

City Business Time may be used only for activities expressly authorized under this Section 1-3(B)(1)(e) of this MOU. The City reserves the right to deny approval of a request to use City Business Time for activities not consistent with the terms and conditions of this MOU. The City shall not arbitrarily deny requests for use of City Business Time for activities that provide a clear, measurable benefit to City operations, such as improving employee safety or productivity, achieving cost savings, improving regulatory compliance, and helping employees understand and exercise their rights and responsibilities, or reducing litigation risk.

- f. **Association Business Activities.** The following activities constitute Association Business and shall be charged against the Release Time Bank described in Section 1-3(B)(3) when performed during the Authorized Representative's regular work schedule. Authorized Representatives must obtain the permission of their non-unit supervisor to engage in such activities during the regular work schedule:
 - i. Lobbying, including letter writing or telephone calls.
 - ii. Legislative or political activity, including participating in the preparation or distribution of legislative proposals.
 - iii. Organizing, including preparing and/or distributing union organizing materials.
 - iv. Preparing for or conducting meet and confer negotiations under Chapter 2, Article XVII, Phoenix City Code. This does not include day-to-day contract administration or representation of unit employees in grievance, disciplinary, or investigative proceedings, which are City Business Time activities under Section 1-3(B)(1)(e)(ii).
 - v. Any other representational activity that is not expressly listed as City Business Time under Section 1-3(B)(1)(e).

2. Association Representatives:

The Association may designate up to 42 representatives and shall notify the Police Chief and Labor Relations in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations or as changes occur.

Every quarter, PLEA will provide a list of representatives that will be posted.

- a. Up to two PLEA representatives may, when the Association is designated by the unit employees as his representative, attend mutually scheduled grievance meetings, Critical Incident Review Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Preparation for the proceedings listed in this subsection, including gathering information, interviewing the grievant/appellant or witnesses, and preparing presentations, shall also be conducted without loss of pay or benefits, as such preparation directly advances the City's interest in timely and effective resolution of employee matters. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation. The representatives who perform the attendance and preparation activities described in this Section are not required to use Release Time Bank hours for those activities, but shall record their time performing these activities as City Business Time as set forth in Section 1-3(B)(3)(c). Any representational activity of Association Representatives not described in this Section 1-3(B)(2)(a) that is performed during the representative's regular work schedule shall be charged against the Release Time Bank.
- b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. Release Time Bank—Member-Funded:

a. Establishment and Funding of the Bank

A bank of paid Association release time hours ("Release Time Bank") shall be created for each MOU year for use by Authorized Representatives and other PLEA representatives to conduct activities and duties not authorized under 1-3(B)(1)(e) above.

The size of the Release Time Bank for each MOU year shall be calculated by multiplying 7.5 hours by the number of PLEA members in Unit 4 as of the beginning of the last pay period in June of the immediately preceding fiscal year.

The Release Time Bank constitutes a negotiated component of the overall compensation package established under this Agreement. The value associated with the Release Time Bank represents compensation that would otherwise be payable to PLEA members as wages or benefits. The

Release Time Bank is funded through the 7.5-hour per-PLEA-member compensation allocation described in the Section 1-3(B) introductory paragraph, which PLEA members elect to allocate to the Release Time Bank pursuant to PLEA's Bylaws and by virtue of their membership, rather than receive as direct wages or benefits. Participation in this allocation is voluntary and is not a condition of employment.

Unit employees who are not members of PLEA shall not be required to contribute compensation to the Release Time Bank. The equivalent value of the compensation allocation attributable to non-members shall instead be provided to those non-members as additional vacation time as set forth in Section 1-3(B)(3)(M). The equivalent value for each non-member shall be calculated on a per-capita basis equal to the 7.5-hour per-member allocation. Nothing in this section prevents a unit employee, whether a PLEA member or non-member, from voluntarily donating vacation leave pursuant to Section 5-6(N). Any such donation shall be entirely voluntary and shall not be a condition of employment.

b. Authorized Uses

Release Time Bank hours shall be used only for Association Business activities as defined in Section 1-3(B)(1)(g). PLEA expressly agrees that these are the authorized and exclusive uses of Release Time Bank hours. Release Time Bank hours are distinct from and do not include City Business Time activities under Section 1-3(B)(1)(e), which are separately funded by the City. PLEA representatives shall accurately document and report all Bank hours used as provided in Section 1-3(B)(3)(c).

c. Time Reporting, Oversight, and Accountability

PLEA shall maintain written records of all City Business Time and Release Time Bank hours used, including the date, identity of the employee, hours used, and the specific City Business Time activity from Section 1-3(B)(1)(e) or Association Business activity from Section 1-3(B)(1)(g) for which the time was used. PLEA shall provide the Human Resources Director or designee a written monthly activity log documenting the Release Time Bank hours used by Authorized Representatives and any other representatives drawing from the Bank.

Each Authorized Representative shall also document City Business Time activities on a monthly basis sufficient to demonstrate compliance with the City Business Time obligation established in Section 1-3(B)(1)(e). Other representatives who engage in City Business Time activities under Section 1-3(B)(2)(a) shall also document on a monthly basis time spent on those activities. City Business Time documentation shall be submitted to the Human Resources Director or designee on the same monthly schedule as the Release Time Bank activity log.

The City retains the right to audit and challenge submitted logs. Any challenge shall be provided to PLEA in writing, setting forth the factual

basis of the challenge and the City's proposed resolution. In the event of disagreement, either party may request to meet and confer on the matter. Any unresolved dispute shall be processed as a grievance in accordance with Article 2 of this MOU. No monetary reimbursement shall be required unless and until the grievance has concluded. Grievance resolution may include PLEA reimbursing the City for documented Association Business hours incorrectly classified as City Business Time or time documented as City Business Time that was not actually spent performing City Business Time activities within 45 calendar days of final resolution by the City Manager.

PLEA shall use best efforts to provide at least 24 hours' advance written notice to Labor Relations before use of Release Time Bank hours so that affected chains of command may be notified. In all cases, PLEA shall provide notice of Bank hours actually used no later than 5 business days after use. Approval of Release Time Bank hours is subject to Departmental operational and scheduling factors.

Benefits During Release Time. An Authorized Representative or other PLEA representative using Release Time Bank hours pursuant to this MOU will remain in paid status and will continue to receive all insurance and benefit coverage for which the employee would otherwise be eligible. Approval of claims made for benefits will be determined on a case-by-case basis.

d. Excess Hours and Carryover

The total hours donated by the members and employees of Unit 4 will be considered the maximum number of hours available for the Release Time Bank. Unused hours from any MOU year will be carried over into the first year of the next contract.

- C. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police Chief or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.**
- D. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, upon request, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number, employee ID, and**

assignment. The City will also provide a monthly list of employees added that month to Unit 4.

- E. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- F. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year.
- G. The Association and the Department will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed 1 hour to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. Curriculum will be jointly approved with the Training Bureau Division Chief.
- H. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. Any unit representative attending any IRP, DRB, CIRB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the

representative's supervisor with operational consideration. Approval will not be unreasonably withheld.

- J. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- K. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.
- L. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. PLEA will utilize best efforts to provide advance notice of the briefings it will attend.
- M. Non-Member Compensation Equivalent
Because the Release Time Bank described in Section 1-3(B)(3) is funded through the voluntary compensation allocation of PLEA members, unit employees who are not members of PLEA shall not contribute to that cost. The City shall provide each non-member additional vacation time equivalent to the value of the 7.5-hour per-PLEA-member compensation allocation that each PLEA member allocates under Section 1-3(B)(3). Unit members who are not PLEA members at the beginning of the last pay period in June of each year will receive 7.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in July of that same year. These credits are paid directly by the City and are not deducted from any Association leave bank. Unit employees who are not Association members may also voluntarily donate vacation leave to the Release Time Bank pursuant to Section 5-6(N).
- N. As Unit 4's certified bargaining representative, the Association will be notified electronically of Critical Incident Review Boards and Disciplinary Review Boards at the time of scheduling.

Section 1-4: Rights of Unit Members

- A. A unit member has the right to have the Association serve as their meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.

1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question, speak on behalf of the employee, 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 they are only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.
4. At the time of the scheduled interview, **or request for a department memorandum, and receipt of Notice of Investigation**, by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will provide the unit member and / or their representative written notices of investigation informing the officer of the alleged facts that are the basis of the investigation and all relevant and readily available materials, including complaints (except for complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment

opportunity commission). Material format may include video, audio, reports, photographs, documents, and other materials in accordance with A.R.S § 38-1104(A)(2) in effect during the term of this agreement. Upon the request of either party, the parties shall meet and confer the impact of any changes to the provisions of A.R.S § 38-1104(A)(2) during the term of this agreement. All materials will be made available to the unit member and/or their representative in the draft investigation prior to the investigative review process (IRP).

For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to their administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.

During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.

5. A unit member under investigation, and the association, will be notified in writing every 3 months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.
6. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.
7. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.
8. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.
9. As the certified bargaining unit for all unit 4 members, all finalized investigations will be provided to the Association monthly.

10. Analyses completed by artificial intelligence systems or programs ("AI") will not be used as the sole basis for decisions related to Unit employee discipline or officer assignments.

The City must notify officers, in writing, of the artificial intelligence systems or programs ("AI") utilized by the City to review or analyze officer data, the specific data collected and analyzed by these systems, and how any analyses may be used.

If an "AI" system that is implemented by the department produces **clearly faulty or misleading** data **that could impact employee assignment** or discipline, the department in consultation with the association, **will suspend use** of the system. **The** City and the association will **then** reconvene to assess the issue and determine appropriate **next steps**.

Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems, to perform tasks requiring cognition, including, but not limited to, learning, reasoning, self-correction, and creativity.

- C. A unit member has the right to present their own grievance, in person or by legal counsel.
- D. Unit members are entitled to representation if an overall "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the performance evaluation.
- E.
 - 1. A unit member covered hereunder shall, on their request and by appointment, be permitted to examine their departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of their choosing. When a city directed work fitness/job performance medical evaluation process is completed, the city agrees to give the city doctor a release to give the information to the requesting employee.
 - 2. No unit member shall have any adverse comments entered into their departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, they may receive a copy of the adverse comment.
 - 3. A unit member may, at their discretion, attach rebuttal statements to any material contained in their departmental or divisional personnel file which may be adverse in nature.
 - 4. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Final sustained discipline of suspension or higher of the following;

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;
 - The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest;
 - The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;
 - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
 - The employee is under the influence of alcohol or illegal drugs on the job;
 - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
 - The employee committed a violation of the City's Ethics Policy;
 - The employee committed an act of dishonesty;
 - The employee committed an act meeting the elements of a felony; or
 - The employee has committed a Class 3 violation of use of force.
5. A Supervisory Counseling is a documented warning presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.
6. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- F. A unit member and Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.
1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against them.
 2. The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if they choose, may meet with their immediate supervisor along with the 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 they choose, may meet with the next supervisor in their chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also,

the unit member, if they choose, may be accompanied by an Association representative at either meeting.

- a) At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.
3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or their representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or their representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied electronically if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.
4. The unit member may, at their discretion, appear before the Board with an Association representative of their choosing and may state the reasons why the proposed action is unjustified. The unit member and their representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.
5. The unit member may submit relevant written matter in support of their position.
6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.
 - a) At least 10 days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning their involvement in the matter under investigation that is made available to the UFB Board members.
 - b) At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.
 - c) The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.

7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.
 - a) The timeline for written notice of a Loudermill hearing resulting from an arrest for a felony crime under color of authority will be at the discretion of the Police Chief.
 8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.
- G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing them of the specific nature of the investigation, their status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.
1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for their use throughout the entire course of the interview.
 2. The unit member will be provided a copy of all the interview/interrogation in digital media format.
 3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to

speaking to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or their designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to their home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.
 5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB) or other appropriate City entity.
 6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.
 7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PLEA representative.
 8. The unit member or the unit member's representative may make a request to the Chief, or their designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.
 9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.
- H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. The affected employee attending any IRP, DRB, UFB, DAC, Grievance meeting, Civil Service Appeal, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment

will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.

- J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have 3 hours to consult with an Association representative.
- K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.
- L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.
- M. In accordance with the terms outlined in Section 1-4.E.4, a unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.

Written Reprimands:	12 months from date of NOI
Class I Discipline:	12 months from date of NOI
Class II Discipline:	18 months from date of NOI
Class III Discipline:	24 months from date of NOI

- N. If an employee is not given their performance evaluation by the annual review date, the employee may request the merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.
- O. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.
- P. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.

- Q. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).
- R. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.
- S. Progressive Discipline time periods will be based on date of the NOI.

Section 1-5: Prohibition of Strike and Lockouts

- A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:

1. Discipline up to and including discharge.
 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

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

1. As a matter of good labor-management relations, unit members who believe that they have a bona fide grievance will discuss and attempt to resolve it with the appropriate lowest level of supervision.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such

excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.
4. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the Commander/Administrator, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The Commander/Administrator, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the division head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The division head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a) If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

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

Member – A City department head on a rotating schedule.

Member – The President of another union, other than the Grievant's, representing employees with the City of Phoenix.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

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

- I. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.

- II. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- III. The arbitrator shall be bound by applicable State and City law.
- IV. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

D. Time Limits

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

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. 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 grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member that is a party Grievant must be named in such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

Section 2-2: Labor-Management Committee

- A. There shall be a Labor-Management Committee consisting of up to 6 representatives of the Association and up to 6 representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.
- B. The Committee shall meet as needed by union request, quarterly at mutually scheduled times. Parties may mutually agree to meet more frequently.
- C. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per unit member per meeting.
- D. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- E. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or designee.
- F. **There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on employees.**

Section 2-3: Resolving General Complaints

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of management in attempt to seek resolution before escalating issues up the chain of command.

ARTICLE 3: Compensation/Wages

Section 3-1: Wages

- A. **In year one of this agreement, Unit 4 employees will receive:**

- **A 2.0% base wage increase, effective the first full pay period in July 2026.**
- **A non-continuous payment of \$500 for each full-time unit employee to be paid out on the first full pay period in July 2026.**
- **A non-continuous payment equal to 1.0% of base wage for each full-time employee to be paid out on the first full pay period in August 2026.**

B. In year two of this agreement, Unit 4 employees will receive:

- **A 0.50% base wage increase, effective the first full pay period in July 2027.**
- **A non-continuous payment equal to 1.5% of base wage for each full-time employee to be paid out on the first full pay period in August 2027.**

C. During each year of this agreement, all unit employees who are eligible for merit increases will be advanced one step in the pay grade in accordance with the provisions of the Pay Ordinance.

D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.

E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.

F. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.

G. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment C.

H. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.

I. Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.

J. 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.

K. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.

L. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

M. Lateral Pay:

A **lateral** Police Officer will be placed into the pay step one below where a City of Phoenix Officer would be placed with the same time in service. (I.E. 5-year lateral officer would be placed in step 4.)

A **Federal Law Enforcement Officer** will be placed into the pay step two below where a City of Phoenix Officer would be placed with the same time in service. (I.E. 5-year federal law enforcement officer would be placed in step 3.)

N. **The Human Resources Class & Comp Division will be available to meet monthly with Unit 4 leadership during the term of the contract to discuss issues related to classifications and grade allocations.**

Section 3-2: Productivity Enhancement Pay

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

A. Pay Benefit:

1. In December **2026**, June **2027**, December **2027**, and June **2028**, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive \$80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of \$1,040, annual maximum of \$2,080 at 20 years.
2. In December **2026**, June **2027**, December **2027**, and June **2028**, a unit employee at 20 years and one day of continuous full-time service shall receive \$125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of \$2,000, annual maximum of \$4,000 at 22 years or more.

B. Qualifications:

1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and

maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.

2. A unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.
5. A unit member must be on full-time active status. A unit member on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the unit member returns to active employment.

C. Terms of Payment:

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

Section 3-3: Training Pay

- A. Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional **6%** of their base hourly rate of pay for every day they are assigned to an officially authorized field training position.
- B. Field Training Officers who train in place or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive **6%** base hourly rate of pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
 1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.

2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
 3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.
- D. Detectives **selected by** the department to conduct department-approved new **detective or civilian investigator** training will receive an additional 5% of their base rate of pay for every day **they perform such** training.
- E. **Officers selected by the department to mentor and evaluate newly assigned special assignments bureau members will receive an additional 5% of their base rate of pay for every day the new member is under their mentorship.**

Section 3-4: Compensation for Interpreting and Translation by Sworn Police Officers

A. Purpose

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

B. Payment Authorization

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

C. Performance Activities Approved for Special Compensation

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

D. Compensation

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

Consistent with Section 5-10, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

E. Supervisory Authorization

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

Section 3-5: Overtime

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his designees. **Positions which are normally filled by Unit 4 personnel may only be filled by another member of Unit 4. Under no circumstances will a non-Unit 4-member cover a scheduled or unscheduled patrol shift vacancy. This section does not apply to any special events, off duty employment, training or instruction, or situations that require an immediate response to a threat to public safety.**
- C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of 300 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of 300 hours, he will be paid the difference.

- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.
- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.
- G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-6 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-8, but shall be compensated at a minimum of 1 hour at 1-1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.
- H. After 4 consecutive hours of overtime, a unit member shall be entitled to a paid meal break of 1/2 hour, but in no event shall a unit member be entitled to more than one such meal break for every 8 consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second 1/2 hour paid meal break, he shall have worked on an overtime basis for a minimum of 4 hours beyond the end of his regularly scheduled 10 hour work shift.

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

subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-7 and/or Section 3-8, in addition to the leave day.

- M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

Section 3-6: Court Time Overtime

- A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-8 of this Memorandum.
 - 1. Court time overtime shall be continuous time compensated consistent with Section 3-6, subsection C.
 - 2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.
 - 3. If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.
- B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

Section 3-7: Call-Out Pay

- A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-6, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

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

- C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.
- D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-6, subsection C.

Section 3-8: Out-of-Rank Pay

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.

- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.
- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

Section 3-9: Sick Leave Conversion at Retirement

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

A. Definitions:

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

B. Benefit and Eligibility:

1. A member that has between 1 – 899 hours of sick leave remaining in their sick leave bank at the time of retirement, shall be eligible for payment of 100% their base wage for 50% of their hours accrued.

2. A member who has accumulated a minimum of 900 – 1,285 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base hourly rate for 65% of their remaining sick hours.
3. A member who has accumulated a minimum of 1,286 – 1,713 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 80% of their remaining sick hours.
4. A member who has accumulated a minimum of 1,714 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 100% of their remaining sick hours.
5. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have 150 hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

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

Section 3-10: Sick Leave Payout

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

Section 3-11: Night Shift Differential/Weekend Shift Differential

- A. A unit member shall receive \$2.00 per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.

- B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.
- C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.
- D. A unit member shall receive \$1.00 per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.
 - 1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
 - 2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-12: Stand-By Pay

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that they are not otherwise on duty and the unit member complies with departmental regulations incident thereto, the unit member shall be compensated as follows: \$100.00 on the unit member's non-work day and \$80.00 on a workday.
- B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained by any detail in the department.

Section 3-13: Court Time Standby Pay

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

member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional 1 hour of pay at 1-1/2 times his base hourly rate of pay.

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

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; Mental Health Court; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

Section 3-14: Off-Duty Employment

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

Section 3-15: Jury Duty

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

Section 3-16: Deferred Compensation and Defined Contribution Plans

- A. The City's contribution to DCP will continue at 2.56%.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.

Section 3-17: Non-Direct Payment of Compensation or Benefits

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

Section 3-18: Drug Recognition Expert Premium Pay

Department qualified/certified Drug Recognition Experts (DRE) who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in DRE activities.

Section 3-19: Phlebotomist Premium Pay

Department qualified/certified phlebotomists who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in phlebotomy activities.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

- A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The 8 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of **40** minutes. When work demands permit, with a supervisor's approval, a unit member may combine this **40** minute meal period with one of his 15 minute rest periods described under Subsection **F** of this Article to achieve a **55** minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.
- B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The 10 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.
- C. All unit four members assigned to patrol squads with beat responsibility will only work the work schedule defined in subsection B of this section (4/10's) through June 30, **2028**.
- D. If a unit member's normal duty hours are changed with less than 7 days' notice, then the unit member is entitled to premium pay.

If a unit member's normal "N" days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8's schedule:
 - A change in normal duty hours: 2 hours at their base hourly rate of pay.
 - One "N" day change: 4 hours at their regular rate of pay.
 - Two "N" days changed: 20 hours at their regular rate of pay.

- For a unit member assigned to a 4/10's schedule:
 - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
 - One "N" day change: 5 hours at their regular rate of pay.
 - Two "N" days changed: 10 hours at their regular rate of pay.
 - Three "N" days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations **TM 9-00-9** is exempt from this section.

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

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

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

The parties shall in good faith address any issues raised by the Union in connection with meeting operational needs.

- E. When used in the context of this Article, "Operational Needs" will be defined as: Service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.
- F. In addition to all duties as assigned by the Police Chief or his designees, work hours shall continue to include 2 15 minute rest periods as work demands allow.
- G. There shall be a minimum of 15 hours off between shifts, 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 15 hour period, 13 hour period for a unit member working a 4/10 schedule. A unit member assigned to a specialty bureau may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

- H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.

- I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed **5** hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.
- L. "On duty" training will be approved at the Division Chief level.

Section 4-2: Seniority

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

ARTICLE 5: Benefits

Section 5-1: Health Insurance

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

remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.

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. The City will cover the payment of a supplementary **commuter** life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.

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

Section 5-2: Retiree Health Insurance

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.
- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of \$6.00 per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

Section 5-3: Dental Insurance

- A. The City shall pay the full premium costs for single coverage for employees enrolled in the base HMO or PPO plan. and 75% of the premium costs for family coverage for a City dental plan.
- B. At a minimum, the plan shall include a PPO option that consists of 100% payment of reasonable and customary charges covered for preventive and preventive-related diagnostic services and 80% payment of reasonable and customary covered charges

for basic services and major services. At least one plan shall include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. Dental plans may be subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Section 5-4: Life Insurance

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at \$15,000. The City will continue the current policy for death in the line of duty at \$100,000.00.
- B. Effective August 1, 2001, the City will increase the \$35,000.00 line of duty life and dismemberment insurance coverage to each unit member to \$100,000.00.
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. The City will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes.

Section 5-5: Long-Term Disability Insurance

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. Applicants must apply for benefits they may be eligible to receive. After an established 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. 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 30 months.
- B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

Section 5-6: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-6, Overtime.

A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 excluding overtime pay.

B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
March Holiday (last Monday in March)
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Leave Days* & **

* After 6 months of continuous service.

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

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

D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.
2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for 8 hours of holiday pay. The additional 2 hours necessary to receive 10 hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only 8 hours of pay. Alternatively, the unit member may work for 2 hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 hours, excluding overtime pay.

- E. A unit member will continue to receive holiday pay while on industrial leave.
- F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.
- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
1. Through 5 years of service 8 hrs. per month
 2. 6th through 10th year of service 10 hrs. per month
 3. 11th through 15th year of service 11 hrs. per month
 4. 16th through 20th year of service 13 hrs. per month
 5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

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

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

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5th	8	232	280
6th - 10th	10	280	340
11th - 15th	11	304	370
16th - 20th	13**	352	430
21st+	15**	400	490

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

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to 80 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.
- M. **PLEA Member Compensation Allocation.** As set forth in Section 1-3(B)(3), PLEA members' pro-rata share of the total compensation value associated with the Release Time Bank is allocated to that bank by virtue of their PLEA membership and PLEA's bylaws. This allocation continues for so long as the unit member remains a member of PLEA. No separate donation form is required of PLEA members for this allocation.
- N. **Voluntary Donation of Leave**
 - 1. Any unit member may voluntarily donate vacation leave to the bank by completing and submitting a voluntary donation form for a specified number of hours, not to exceed the maximum number of hours set forth in subsection N(3), below. For PLEA members, any donation under this subsection is in addition to the compensation allocation made pursuant to subsection M. By completing and submitting a voluntary donation form, a unit employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave. All donations under this subsection are entirely voluntary and are not a condition of employment. This donated time is to be used by union officers and representatives for Union-related activities. Voluntarily donated time is subject to the authorized use restrictions set forth in Section 1-3(B)(3)(c).
 - 2. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member prior to that date.
 - 3. The maximum number of hours that may be voluntarily donated by any unit member under this subsection is 100 hours per fiscal year.
 - 4. Only Unit 4 members may donate hours to the Unit 4 Release Time Bank; the bank may only accept donated hours from Unit 4 members.
 - 5. No unit member may use more than 40 hours of donated time during any one pay period.
 - 6. Donated time counts towards hours worked for overtime purposes.

Section 5-7: Out-of-State Vacation Recall

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

Section 5-8: Military Leave

A. Definition

1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.
2. This leave will be granted without loss of pay or other employment rights.

B. Leave Guidelines

1. National Guard and Military Reserve leave time will be calculated using working days.
2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.
3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).
4. Travel time will not be allowed in addition to inclusive dates shown on requests.
5. A copy of the Military Orders will accompany leave requests.

Section 5-9: Uniform, Clothing and Equipment Allowance

A. Department-issued equipment, as follows:

1. The Police Department will furnish to each unit member entering the department the following:
 - 1 Uniform Belt
 - 1 Handcuff Case
 - 1 Holster
 - 1 Helmet
 - 1 Magazine Pouch
 - 1 Service Weapon
 - 1 Pepper Spray Holder
 - 1 Pepper Spray Canister

- 1 Pair of Handcuffs and Key
- 1 Uniform Breast Badge
- 1 Flat Badge with Case
- 1 (pair) Puncture resistant gloves

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

2. Pilot's equipment list as follows:

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

- 2 Nomex (or equivalent in quality) Flight Suits
- 1 Flight Helmet
- 1 Standard Headset

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

- B. A unit member will receive \$1,150 clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.
- C. A new unit member will receive an initial fiscal year uniform allowance equal to 1/12 of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first 60 days of employment.
- D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.
- E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 2 months or longer, shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.
- F.
 - 1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	\$320
SAU (Tactical)	\$320
Air Unit	\$320
Solo Motor	\$320
TRU***	\$320
Detectives*	\$320
Bike Officers**	\$320
Honor Guard	\$320
SAU Negotiators	\$320
Drone Pilots	\$320

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

** Bicycles will be furnished by the City. To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

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

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

The provisions of Subsection D of this Section shall apply to this Subsection.

** To be eligible for the one-time payment of \$320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper

notice of schedule change will occur if the shift is outside of the unit members normal work hours.

*** TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000.
2. At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.
3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above \$1,000 reimbursement every 5 years.

H.

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

Business Suit	\$250
Business Dress	\$100
Sport Coat	\$150
Dress Shirt	\$50
Dress Trousers	\$75
Dress Skirt	\$75
All Shoes	\$100
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	\$100
Glasses and contacts RX	ALL
Sunglasses - non-RX	\$80
Watches	\$80
Jewelry	\$75
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	\$100
Ballistic Vest	ALL

Service Weapon and (up to cost of City weapon) authorized attached accessories

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
 3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
 4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.
- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
 - J. Upon retirement, with Chief approval, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for \$1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for \$1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.
 - K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:
 1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for \$1.00.
 2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.
 - L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:
 - Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of \$500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

Section 5-10: Reimbursement for Education Expenses

- A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
1. For the 2021-2023 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, a unit member must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations.
 3. Unit members shall be allowed to use up to \$500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-11: Leave of Absence

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to 10 hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

Section 5-12: Workers' Compensation

- A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.

- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

Section 5-13: Wellness/Benefits Committee

This Wellness/Benefits Committee Agreement ("Agreement") is entered into by and between the City of Phoenix ("City") and the Phoenix Law Enforcement Association ("PLEA"), collectively referred to as "the Parties." The Parties recognize the importance of supporting the health, safety, and overall, well-being of sworn personnel; and the Parties mutually desire to promote wellness initiatives that encourage healthy lifestyles, strengthen workplace morale, and foster a supportive working environment. therefore, the Parties agree as follows:

A. Establishment of the Wellness/Benefits Committee

The Parties hereby establish a joint Wellness Committee ("Committee"). The Committee shall be composed of representatives appointed by the Police Chief and by the PLEA President, along with at least one representative from the City's Human Resources Department, that includes a Benefits/Retirement subject matter expert as needed.

B. Purpose and Scope

The Committee shall serve as a collaborative body to identify, evaluate, and recommend wellness-related initiatives for sworn personnel. The Committee's scope of work may include, but is not limited to:

- 1. Identifying and reviewing wellness programs, activities, and resources, including consideration of sabbatical opportunities for officers.**
- 2. Providing input on workplace health and safety concerns related to wellness, including the potential effects of hypervigilance.**
- 3. Evaluating the effectiveness of implemented wellness initiatives and proposing improvements or modifications as appropriate.**
- 4. Reviewing benefits options including retiree healthcare.**

C. Meeting Schedule

The Committee shall convene once every two months unless otherwise agreed to by the parties.

D. Human Resources Director Participation

The Human Resources Director, or their designee, shall be invited to attend Committee meetings on a quarterly basis. During these meetings, the

Committee shall provide updates on progress, including any available metrics or data demonstrating the effectiveness of programs, activities, or resources reviewed.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.
- C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

Section 6-2: Copies of Memorandum

Within 60 days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding

- A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

- B. The Association recognizes the powers, duties and responsibilities of the Police Chief as set forth in the Charter and Ordinances and that pursuant thereto the Police Chief has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.
- C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Police Chief, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum

- A. Within 60 days from the date this Memorandum is adopted by the City Council, the Department shall provide electronic copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible.
- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

Section 6-5: Physical Fitness

- A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.

- B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":
 - Must adhere to Operations Order 4.1 (Meals and Breaks);

- Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
- Adhere to Operations Order 3.7 (Industrial Injuries);
- Must limit their activity to Strength Training/Cardio Training;
- May not work out on their “Code 7” during overtime shifts; and,
- May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

Section 6-6: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2026**, up to the beginning of the first regular pay period commencing in July **2028**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.
- C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this ____ of May, 2026.

Dan Grant, Lead Negotiator, Phoenix Law Enforcement Association (PLEA)

Cathleen Simpson, Human Resources Deputy Director/Labor Relations, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

City Attorney, City of Phoenix

PLEA Team: City of Phoenix Team:

Dan Grant, Treasurer, Lead
Darrell Kriplean, President
Yvette Bro, Vice President
John Maxwell, Secretary
Becky Maldonado (Scribe)

Cathleen Simpson, Deputy HR Director, Labor Relations
Jeff Benza, Assistant Police Chief
Sean Kennedy, Assistant Police Chief
Christy Calderon-Tanguma, Commander
Rick Leyvas, Commander
Tobin Daily, Police Human Resources Supervisor
Brittany Whittle, HR Management Assistant II (Coordinator)
Desiree Pompa, HR Benefits Analyst I (Scribe)

ATTACHMENT A

DRUG TESTING

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment A.

DRAFT

ATTACHMENT B

RETIREE HEALTH CONTRIBUTION

City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)*

Retiree only not on Medicare	\$150.00
Retiree & family not on Medicare	\$260.00
Retiree only on Medicare	\$100.00
Retiree - one with Medicare	\$215.00
Retiree - all on Medicare	\$170.00

*Rates shown are for the 2012 calendar year. For current rates, see <http://www.psprs.com/>

ATTACHMENT C

Unit 4 – Police Officers WAGES

Police Officer, Job Code 62210

Effective July 6, 2026				Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	\$36.465	\$2,917.20	\$75,847.20	1	\$36.647	\$2,931.76	\$76,225.76
2	\$38.189	\$3,055.12	\$79,433.12	2	\$38.380	\$3,070.40	\$79,830.40
3	\$40.004	\$3,200.32	\$83,208.32	3	\$40.204	\$3,216.32	\$83,624.32
4	\$41.912	\$3,352.96	\$87,176.96	4	\$42.121	\$3,369.68	\$87,611.68
5	\$43.901	\$3,512.08	\$91,314.08	5	\$44.120	\$3,529.60	\$91,769.60
6	\$45.982	\$3,678.56	\$95,642.56	6	\$46.212	\$3,696.96	\$96,120.96
7	\$48.175	\$3,854.00	\$100,204.00	7	\$48.415	\$3,873.20	\$100,703.20
8	\$50.470	\$4,037.60	\$104,977.60	8	\$50.722	\$4,057.76	\$105,501.76
9	\$52.877	\$4,230.16	\$109,984.16	9	\$53.141	\$4,251.28	\$110,533.28

Police Officer*Pilot, Job Code 62211

Effective July 6, 2026				Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	\$50.000	\$4,000.00	\$104,000.00	1	\$50.250	\$4,020.00	\$104,520.00
2	\$52.377	\$4,190.16	\$108,944.16	2	\$52.639	\$4,211.12	\$109,489.12
3	\$54.866	\$4,389.28	\$114,121.28	3	\$55.140	\$4,411.20	\$114,691.20

Police Officer*Rescue Pilot, Job Code 62212

Effective July 6, 2026				Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	\$51.847	\$4,147.76	\$107,841.76	1	\$52.106	\$4,168.48	\$108,380.48
2	\$54.325	\$4,346.00	\$112,996.00	2	\$54.597	\$4,367.76	\$113,561.76
3	\$56.906	\$4,552.48	\$118,364.48	3	\$57.190	\$4,575.20	\$118,955.20

Police Officer*Flight Instr, Job Code 62213

Effective July 6, 2026				Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	\$53.815	\$4,305.20	\$111,935.20	1	\$54.084	\$4,326.72	\$112,494.72
2	\$56.365	\$4,509.20	\$117,239.20	2	\$56.647	\$4,531.76	\$117,825.76
3	\$59.038	\$4,723.04	\$122,799.04	3	\$59.333	\$4,746.64	\$123,412.64

Police Officer*Chief Pilot, Job Code 62214

Effective July 6, 2026				Effective July 5, 2027			
STEP	HOURLY	BI-WEEKLY	ANNUAL	STEP	HOURLY	BI-WEEKLY	ANNUAL
1	\$55.784	\$4,462.72	\$116,030.72	1	\$56.063	\$4,485.04	\$116,611.04
2	\$58.426	\$4,674.08	\$121,526.08	2	\$58.718	\$4,697.44	\$122,133.44
3	\$61.210	\$4,896.80	\$127,316.80	3	\$61.516	\$4,921.28	\$127,953.28



Agenda Date: 4/22/2026, Item No. 20

Public Comment on Proposed MOU Between City of Phoenix and Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5) - Citywide

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Phoenix Fire Fighters Association, IAFF Local 493 (Unit 5).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.

MEMORANDUM OF UNDERSTANDING

2026 – 2028

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS ASSOCIATION

(IAFF, LOCAL 493)

REPRESENTING UNIT 5 EMPLOYEES

DRAFT

TABLE OF CONTENTS

PREAMBLE.....	2
Article 1: Rights	2
Section 1-1. Gender and Member	2
Section 1-2. City and Department Rights	2
Section 1-3. Rights of the Union.....	3
Section 1-4. Rights of Unit Members.....	8
Section 1-5. Prohibition of Strikes and Lockouts.....	14
Article 2: Grievance/Arbitration/Labor Management	14
Section 2-1. Grievance Procedures	14
Section 2-2. The RBO / Labor-Management Process.....	18
Section 2-3. Productivity Discussions	20
Article 3: Compensation/Wages.....	20
Section 3-1. Wages	20
Section 3-2. Productivity Enhancement Pay	23
Section 3-3. Overtime.....	24
Section 3-4. Call Out Pay	25
Section 3-5. Out-of-Class Pay	25
Section 3-6. Sick Leave Conversion at Retirement.....	26
Section 3-7. Deferred Compensation and Defined Contribution Plans	27
Section 3-8. Non-Direct Payment of Compensation or Benefits	27
Article 4. Hours of Work/Working Conditions.....	28
Section 4-1. Hours of Work	28
Section 4-2. Shift Trades	31
Section 4-3. Filling Vacancies	31
Article 5. Benefits.....	31
Section 5-1. Health Insurance	31
Section 5-2. Dental Insurance	32
Section 5-3. Life Insurance.....	33
Section 5-4. Long Term Disability Insurance.....	33
Section 5-5. Holidays, Vacations, and Donated Vacation Leave.....	34
Section 5-6. Uniforms	36
Section 5-7. Tuition Reimbursement	38
Section 5-8. Wellness, Health and Fitness.....	39
Section 5-9. Worker's Compensation.....	39
Section 5-10. Employee Benefit Trust Fund.....	40
Article 6. Miscellaneous	42
Section 6-1. Saving Clause	42
Section 6-2. Printing of M.O.U.....	42
Section 6-3. Fire Watch	42
Section 6-4. Term and Effect of Memorandum	43
ATTACHMENT A	46
ATTACHMENT B	52
ATTACHMENT C	53

PREAMBLE

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

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

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

Article 1: Rights

Section 1-1. Gender and Member

- A. Whenever any words used herein in the masculine, feminine or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.
- B. **Whenever the word "member(s)" is used herein it is understood to include all employees in the Fire Fighter's Unit as certified by the Phoenix Employment Relations Board on July 29, 1976.**

Section 1-2. City and Department Rights

- A. The Union recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire Department's service delivery activities are conducted, managed, and administered, and the Union recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.

- B. The City and the Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City subject to the express terms of this Memorandum.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the **member**.
- D. The Chief and City Manager reserve the right to discipline or terminate **members** for just cause subject to Civil Service procedures.
- E. The City and the Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.
- F. The City and Chief shall have the right to transfer **members** within the Department in a manner most advantageous to the City subject to the express terms of this Memorandum.
- G. Except as otherwise specifically provided in the Memorandum, the City and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.
- H. The City shall have the authority to effect reorganizations of the Department. However, any such reorganization shall be discussed by the Labor-Management Committee prior to implementation.
- I. The Union recognizes that the city has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.
- K. Nothing herein shall be construed to diminish the rights of the City under provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code or to diminish the provisions of the Civil Service Rules.

Section 1-3. Rights of the Union

- A. The Union, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all **members** in the Fire Fighter's Unit as certified by the Phoenix Employment Relations Board on July 29, 1976.

- B. The Phoenix community benefits from harmonious and cooperative relationships between the City and its **members**. The Union plays an important role furthering this relationship and ultimately improving service to the City and its citizens. Accordingly, the City and the Union have negotiated various rights for unit **members** as set forth in this MOU, in exchange for services to the City and in lieu of increased compensation. These bargained-for rights will promote and improve enhanced service delivery models and public safety, along with other tangible benefits to the City's residents.
- C. The Phoenix City Council has determined, and Unit 5 agrees **that** up to 2 Unit 5 (IAFF) members may be released and will perform **activities that provide a clear, measurable benefit to City operations**.
- D. The City's Labor Relations or authorized designee will be responsible for coordinating the City Business Time. Labor Relations shall work directly with Unit 5 in order to confirm any and all paid activity of the Authorized **Members** is consistent with the activity approved below. The two Unit 5 members identified in Subsection **C** shall submit reports each pay period to Labor Relations documenting the City Business and any leave (e.g., donated leave, vacation leave, sick leave, etc.) used during that pay period. The City has the right to audit time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of Unit 5 or the City. The audit may result in Unit 5 reimbursing the City, by submitting Union Release hours, donated leave, personal leave, or monetary payment from the Union, for activity not deemed City Business under this Agreement.
- E. City Business Time

The City has determined there are activities that **directly advance City operational interests** for which members of Unit 5 should be released from their official duties to perform. Unit 5 acknowledges its members will receive City Business time for the time spent performing the following activities:

1. Authorized **Members** will attend trainings that have been authorized in advance by Administration.
2. Authorized **Members** will facilitate communication between **members** and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
3. In coordination with management, Authorized **Members** will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.

4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of providing healthcare and the use of sick time, Authorized **Members** will assist bargaining members with understanding coordination of benefits.
5. In order to ensure City resources are well coordinated, upon the direction of the City and consent of IAFF, Authorized **Members** will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
6. Participate in Department-authorized or City-sponsored authorized community projects and events.
7. **Upon the request or direction of the City, Authorized Members may respond to critical incidents involving unit members for the purpose of assisting with member support, coordination, and communication related to the incident. For purposes of this section, "critical incident" shall mean an event or circumstance involving a unit member that reasonably requires prompt coordination, communication, or member support due to potential medical, operational, investigative, or reputational, the Department, or the City.**
8. As a means of controlling administrative and litigation costs associated with **member** matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, at management's request Authorized **Members** will assist bargaining unit members and management in matters related to employer/**member** relations.
9. Legislative, lobbying or political activities with the approval of the City Manager or authorized designee.

F. Activities not eligible for City Business Time

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

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.

4. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

G. Requests for City Business Time

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

H. **If any part of Section 1-3, or the section in its entirety, is found to conflict with Federal or State law and is therefore deemed illegal, null, or void, that determination shall not affect the validity of the remaining provisions of this MOU.**

I. Union Representatives

1. The Union may designate one (1) 493 Executive Director, three (3) 493 Directors, and four (4) Union Representatives to represent members of our unit when appropriate. The Phoenix Chapter President shall notify the Fire Chief of these designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.
2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.

J. Union members may be authorized in advance in writing to engage in Union related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere

with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.

- K. There shall be no use of official time for Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.
- L. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. **The City shall also provide the Union with a semiannual report in July and January listing Unit 5 member names, phone numbers, and email addresses as available.**
- M. The City shall, in conformity with the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the **member's** earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit **members** on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.
- N. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.
- O. Nothing herein shall be construed to diminish the Union's rights under the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code.

- P. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, **member** benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.
- Q. The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community. This time will be allotted sometime during the last 4 weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. City business time will be available for this purpose.
- R. Seniority
1. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
 2. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
 3. Seniority will be applied in conjunction with City of Phoenix Personnel Rule 14.
 4. The Department will also post an annual seniority list (beginning of the fiscal year) on the Department's internal webpage. In addition, new promotional lists for Fire Engineer and Fire Captain will be posted on the internal webpage after they are certified and finalized by City HR.

Section 1-4. Rights of Unit Members

- A. All **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. Whenever the terms "**member**, Unit **members**, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit member."
- B. Union **members** have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
- C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the **member's** work shift in pursuit of benefits

provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the **member's** regular work shift in pursuit of benefits provided by this Section.

- D. The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. **Members** may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually (from date of NOI) provided no further incidents.	<u>Maintain copy in file.</u> Member may request to remove after 3 years (from date of NOI) .	<u>Maintain original in file.</u> Member may request to inactivate after 3 years (from date of NOI) .
Suspensions (other than below)		<u>Maintain copy in file.</u> Member may request to remove after 10 years (from date of NOI) .	<u>Maintain original in file.</u> Member may request to inactivate after 10 years (from date of NOI) .
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

Discipline older than 5 years from the date of **NOI**, will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the **member's** return to employment, if applicable):

Sustained discipline of 40-hour suspension or greater of the following types:

- The **member** has been abusive or threatening in attitude, language, or conduct towards fellow **members**, customers of the City, or the public.

- The **member** has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The **member** is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite¹, unless such **member** is a police officer.
- 1(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).
- The **member** has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The **member** has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The **member** is under the influence of alcohol or illegal drugs on the job.
- The **member** has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The **member** committed a violation of the City's Ethics Policy.
- The **member's** actions meet the elements of a felony.
- The **member** committed an act of dishonesty.

E. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with a member without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

1. The City may, at its discretion, either conduct investigatory interviews with members or issue members written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put members on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
2. If the City elects to issue written questions to the member, the following shall apply:
 - a) If an NOI is being issued and there is no active questioning, representation is not required. Members may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.

- b) The member will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
3. If the City elects to conduct an investigatory interview, the following shall apply:
- a) Prior to the member being interviewed, the member shall be advised of their right to a representative.
 - b) The NOI form will be issued at the meeting.
 - c) The union representative may assist and consult with the member, attempt to clarify the facts or questions asked, and suggest other members or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the member or impede the progress of the interview.
 - d) The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.
 - e) The interviewer may not prohibit the union representative from engaging in representation, including consulting with the member. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The member will be given the opportunity to clarify their answer after the caucus.
 - f) All parties may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
 - g) Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.
 - h) If the department requires a written statement at an investigatory meeting, the member will be compensated up to one hour of City time to write the statement. Additional time may be granted at the discretion of the department and will not be withheld arbitrarily.
 - i) The City will notify the Unit member within 7 calendar days following the conclusion of all investigative interviews and final preparation the draft summaries. Upon notification, the Unit member will have 7 calendar days to make a written request for the audio files and/or the draft summary of the Unit member's interview, which the City will provide. After receiving the requested audio files and/or the draft summary of the Unit member's interview, the Unit member will have 7 calendar days to provide, in writing, clarification of the Unit member's interview answers and draft summary of Unit member's interview.

- j) Except for emergency situations, the unit members shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. A member may waive the 48-hour time requirement if the member is not opting for representation.
4. Regardless of whether the City elects to interview the member, or issue written questions, the following shall apply:
- a) The member will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the member's family, the member's attorney, the investigator, or chain-of-command.
 - b) The member will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
 - c) The member shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
 - d) The Department will make available for review to the unit member and/or his representative any relevant and readily available material that is being used as the basis for an allegation of misconduct.

Material includes any video, audio, photographs, or documents known at the time the internal investigation is initiated and that are specifically related to the conduct of the unit member under investigation. Material does not include audio recorded interviews of witnesses; complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment, or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity commission); material(s) or facts that would impede the investigation; or investigative leads captured during the investigative process.

Prior to interviewing an involved **member**, the investigating supervisor will complete and provide an investigation material list to the involved **member**.

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

- f) Every 60 days, the Chief assigned to Human Resource, or a sworn designee will provide, either verbally or in writing, a status update to a unit member who is under investigation. If a member is in an at home work assignment, that communication will take place every 45 days.

5. Miscellaneous

- a) A unit member identified solely as a witness will not be prevented from contacting the union (association) on their own time to consult with a union (association) representative prior to their interview.
 - b) No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.
 - c) The City will not require or compel Unit 5 members to make any self-incriminating statements during criminal investigations.
- 6. Unit members will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
 - 7. A member who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the member.
 - 8. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the member/employer to count as time worked, any hours or fractions of hours spent outside the member's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the member's regular work shift in pursuit of benefits provided by this Article.

F. Member Discipline

Any member receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members shall be equal to 8 hours for one work day. Discipline for 56-hour members shall be equal to 11.2 hours for one work day. Any discipline exceeding one day will be increased proportional to the hours outlined in this section. A 56-hour member may choose to use earned vacation or compensatory time to account for the remaining workday hours.

- G. **Recognizing the shared goal of conducting timely and thorough administrative investigations, the parties agree to establish a Labor Management Committee (Member Investigation/Discipline Committee) to review current processes and recommend improvements. The Committee shall consist of representatives from the Union and representatives from the City's management, including representatives from Human Resources. The Committee's findings and recommendations shall be submitted to the City Manager no later than June 30, 2027.**

Section 1-5. Prohibition of Strikes and Lockouts

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

Article 2: Grievance/Arbitration/Labor Management

Section 2-1. Grievance Procedures

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 **member's** work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the **member's** regular work shift in pursuit of benefits provided by this Article.

- A. Informal Resolution

1. As a matter of good labor-management relations the parties encourage unit members who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved. (Notwithstanding other pertinent time bars, statute of limitations, etc., the City acknowledges that certain violations may constitute "continuing violations" thereby permitting submission within 14 calendar days of subsequent

occurrences, if applicable.)

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a) If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

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

2 Members – Mutually agreed upon by City Manager's Office and Local 493.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b) If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
- i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
 - ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
 - iii. The arbitrator shall be bound by applicable State and City law.
 - iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- c) The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

D. Time Limits

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

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. 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 grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member that is a party Grievant must be named and must sign such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

Section 2-2. The RBO / Labor-Management Process

- A. The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety **member**-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include; implementation of major department programs and/or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over the course of the year that follows.
- B. The RBO Committee shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of

a Correlating Team. The Correlating Team includes the following representatives from Labor and Management: the Fire Chief and Executive Staff (Assistant Fire Chiefs) and the Union President and Labor Executives. For each initiative mutually identified in the RBO process, a Committee is established consisting of representatives from labor and management and facilitated by co-chairs. Sub-committees are further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

- **The parties agree that during the term of the 2026-28 MOU, a Subcommittee will meet regularly to discuss practices related to industrial leave.**
- C. There shall be a Fire Labor-Management Committee consisting of the Fire Chief and Union President. The Fire Labor-Management Committee provides oversight for the entire RBO / Labor-Management Process.
- D. A standing agenda will be developed. The members shall, in advance of a meeting, provide the co-chairs with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda. **To ensure clarity and continuity, the parties agree to document the discussion and decisions from the meeting.**
- E. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- F. The Sub-Committees may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.
- G. The Sub-Committees may, if they deem proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- H. **Members** who are designated by the Fire Labor-Management Committee as RBO/Labor Management Coordinators will be eligible for compensation from a bank of 2,112 hours. These individuals, limited to no more than 11 **members**, will work with management on the priorities determined through the RBO (Relationships by Objectives) process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to **member** safety and organizational performance.
- I. It is understood by the parties that the benefits granted by Section 2-2 of Article 2 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the **member's** work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the **member's** regular work shift in pursuit of benefits provided by this Section.

- J. The City will provide the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the Phoenix Fire Department and will work at the direction of the Fire Labor-Management Committee. The selection process for this position shall be determined by the Fire Labor-Management Committee.
- K. In the interest of encouraging member total wellness and providing customer service delivery, the City of Phoenix Fire Department and Phoenix Fire Fighters Association Local 493 will develop a drug testing policy through the Fire Labor/Management process. The drug testing program will be administered and managed by the Fire Department.

Section 2-3. Productivity Discussions

- A. Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of Phoenix, the City, Fire Department, and Union, pledge to continue to work towards increasing the productivity of the Phoenix Fire Department. In a continuing commitment towards increased productivity, the joint Labor-Management Productivity Committee shall meet on a regular basis during the term of the M.O.U. to discuss the development of structured productivity programs within the Phoenix Fire Department.
- B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code.
- C. It is understood by the parties that the benefits granted by Section 2-3 of Article 2 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the **member's** work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the **member's** regular work shift in pursuit of benefits provided by this Section.

Article 3: Compensation/Wages

Section 3-1. Wages

- A. **In year one of this agreement, Unit 5 employees will receive:**

- A 2.0% base wage increase, effective the first full pay period in July 2026.
- A non-continuous payment of \$500 for each full-time unit employee to be paid out on the first full pay period in July 2026.
- A non-continuous payment of \$896.00 for each full-time employee to be paid out on the first full pay period in August 2026.

B. In year two of this agreement, Unit 5 employees will receive:

- A 0.50% base wage increase, effective the first full pay period in July 2027.
- A non-continuous payment of \$1,394.00 for each full-time employee to be paid out on the first full pay period in August 2027.

C. During each year of this agreement, all unit employees who are eligible for merit increases will be advanced one step in the pay grade in accordance with the provisions of the Pay Ordinance.

D. **Members** assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists team, and the ARFF program team, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive Special Ops Team pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive Bi-Tech Team pay, which is the sum of HMT & TRT Special Ops Team pay combined.

A **member** who is awarded a position on a team in this section shall receive their Team Pay no later than 6 months, if the Fire Department has not offered the **member** a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

If **members** who are required to obtain dual technician certification (C957 Captains and **members** assigned to heavy rescue squads) do not have either team pay and **member** has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their assignment, they will receive team pay for one of the two disciplines. If the **member** has one technical certification in good standing and is receiving team pay, the member will receive assignment pay for the second discipline if the **member** has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

E. **Members** who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.

- F. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps as implemented in the classification and compensation and passed in Ordinance S-49802 by the City Council on May 31, 2023, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial, and reinstatements may alter a **member's** step progression and monthly salaries as indicated in Attachment "A."

If a **member** is not given his/her performance evaluation by the annual review date, the **member** may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

- G. **Members** assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to 10% assignment pay if such assignment is to exceed 2 consecutive pay periods, and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to **members** attending recruit training or **members** assigned to limited duty. **Members** assigned to authorized 40 hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. **Members** assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph E, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.
- H. **Members** assigned to any 40 hour staff positions shall receive 2 8 hour or 10 hour professional development days per year depending on their schedule. The **member** shall decide the days and areas of development. These days shall be assigned through the vacation signup process. No **member** shall receive these days in addition to the full amount of Local 493 days.
- I. The Fire Department's 21-day pay schedule normally begins on C-shift Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule.
- J. Effective the first full pay period in July 2023, Unit 5 **members** shall be paid Nightwork Pay of \$5.00 per hour on all hours actually worked between 2200 hours and 0600 hours. No **member** shall receive the hourly Nightwork Pay while on paid leave.

Nightwork Pay must be accounted for in base wage computations for the purposes of any and all classification and compensation studies and comparisons.

The parties agree to evaluate this program during the term of the 2023-24 M.O.U.

K. Union Requested Job Classification Studies

1. The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied each contract term. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. Requests from the Union will be prioritized with other standing requests.
2. The Union and the City have met regularly since the implementation of the 2023 class & comp study to resolve issues that resulted. As such, the Union and City Human Resources Department (including representatives from the Class & Comp Division) will meet with Union leadership monthly during the term of this MOU to discuss issues arising from the 2023 citywide classification and compensation study.

L. **There shall be a Labor Management Committee established during the 2026-28 MOU to discuss the implementation of a citywide labor management system for payroll/time and attendance related functions and the potential impact on members.**

Section 3-2. Productivity Enhancement Pay

- A. In recognition of the significant increase in service delivery and cost savings to the City of Phoenix by the **members** of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for **members**:
1. In November of each calendar year and June of each calendar year, **members** who have completed at least 7 years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid \$80.00, pro-rated and included each pay period in the qualifying unit member's regular pay check throughout the year, for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$2,000.00, annual maximum of \$4,000.00 at 30 years.
 2. **Members** 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 **member** returns to active employment.
 3. Adjustments to payments will be made as soon as possible but no later than 30 days of the qualifying date.

- B. A **member** must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.
- C. A **member** who receives a below "meets standards" evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.

Section 3-3. Overtime

- A. **Members** who are assigned to be and are on duty beyond their scheduled work shift shall be compensated for such assigned overtime work at 1 ½) times their regular rate, 56 hours or 40 hours, after the first 7 minutes of assigned and worked overtime calculated to the nearest 1/4 hour.
- B. **Members** shall have the option of being paid in cash for overtime, or allow the overtime to accrue as compensatory time up to a maximum of 168 hours for **members** working a 56 hour schedule, or 120 hours for **members** working a 40 hour schedule.
- C. Overtime compensation shall not be paid twice for the same hours worked.
- D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- E. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.
- F. The provisions of Section 3-2 of Article 3 shall not apply where a **member** is assigned out-of-class to a non-Unit position.
- G. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.
- H. The Fire Department will maintain daily "peak time" opportunities on either 2 person rescues or 4 person units on a peak time basis only. Special events staffing and overtime opportunities outside of the 9-11 response system will not be counted as a peak time opportunity.

This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of

the full time rescues was incented by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of **members** to staff back rescues and guarantee that no new **member** would have to work more than 200 shifts on a rescue. **Members** agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation. The Fire Department and Local 493 will continue to work jointly through the RBO Process to determine the deployment of peak time units to ensure the greatest benefit to the service delivery system and provide adjustments, when needed.

Section 3-4. Call Out Pay

- A. Call out time shall be at a minimum of 3 hours at 1 ½ times the **member's** regular rate of pay, 56 hours or 40 hours depending on assignment, after the first 7 minutes calculated to the nearest 1/4 hour. If a unit member leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.
- B. The provisions of this Section shall not apply where a **member** is assigned out-of-class to a non-Unit position.

Section 3-5. Out-of-Class Pay

Pursuant to A.R. 2.201, **members may be eligible for out-of-class pay when performing the full range of duties of a higher rank.** 16 hours of out-of-class work on a shift for **members** will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than 16 hours. **A member who has qualified under the out-of-class provisions will be compensated at the minimum rate established, and for each completed work shift served in the higher rank. In the event of overlapping salary range, a one-step differential or 5% will be paid for the out-of-class.**

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

Members on a 40 hour schedule will complete 11 shifts, 6 hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

Section 3-6. Sick Leave Conversion at Retirement

The following benefit will apply:

A. Definitions

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

B. Benefit and Eligibility

1. A **member** that has between 1 – 1,259 hours of sick leave remaining in their sick leave bank at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base wage for 50% of their hours.
2. A **member** who has accumulated a minimum of 1,260 qualifying hours or more of accrued and unused sick leave at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 65% of their sick hours.
3. A **member** who has accumulated a minimum of 1,800 qualifying hours or more of accrued and unused sick leave at the time of retirement, or 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 80% of their sick hours.
4. A **member** who has accumulated a minimum of 2,400 hours, or the 40 hour equivalent, or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 100% of his/her base hourly wage for all hours.
5. Effective July 1, 2014, and thereafter, a **member** who has accrued at least 1286 hours for 56 hour members, or 919 hours for 40 hour **members**, of unused sick leave may elect to have 168 hours for a 56 hour unit member, or 120 hours for a

40 hour unit member paid out in a lump sum. Any unit member may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. Eligible **members** may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration

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

Section 3-7. Deferred Compensation and Defined Contribution Plans

- A. The City shall contribute an amount equal to 4.42% of each **member's** biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the City and the **member** on the contributions.
- B. At the **member's** separation, for either retirement or exiting the Deferred Retirement Options Program, the **member's** sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

Section 3-8. Non-Direct Payment of Compensation or Benefits

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a

direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, member donated release time, etc.

Article 4. Hours of Work/Working Conditions

Section 4-1. Hours of Work

- A. The duty hours for **members** assigned to Operations or Emergency Services, excluding 40 hour staff assignments, shall continue to average 56 hours per week. Shifts shall continue to be 24 hours in duration.
- B. The work hours and schedule of **members** assigned to an administrative staff assignment (Non-Operations/56-hour schedule) shall be 5 8 hour days (excluding authorized meal breaks), or 4 10 hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.
- C. The work hours and schedule of **members** assigned to the Fire Investigations Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation **members** will be assigned to one of two 40-hour schedules that may include a 4/10 or a modified A, B, C shift schedule. All schedules will equal a 40-hour work week. All Fire Investigators, regardless of schedule will be paid overtime at the 40-hour rate.

Fire Investigation **members** assigned to the modified shift schedule will be required to work on City paid holidays when their regular schedule shift occurs on that day. Those **members** required to work on a City holiday as a result of the shift schedule will receive pay in lieu of time off. The Fire Department shall continue its long-standing practice of using sworn Fire Captains as Fire Investigators.

The Fire Department will attempt to maintain staffing levels of the Investigations Section, in order to provide for investigatory needs of the Department. Any future proposed staffing level recommendations will be discussed through the labor/management process. A maximum of one vacation shift will be allowed per shift for those **members** assigned to the modified A, B, C shift schedule, unless pre-approved by department head or designee.

- D. When a **member** is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of 16 hours between tours of duty.

- E. The work week for **members** on a 56 hour schedule shall be 53 hours. **Members** will continue to work the existing 56 hour schedule. **Members** working the existing 56 hour schedule will be compensated as follows:
1. The first 53 hours will be paid at the base 56 hour rate.
 2. The 54th hour will be paid at 1 ½ times the regular hourly rate.
 3. The 55th and 56th hours will be paid at 2 times the base 56 hour rate.
- F. **Members** attending a Department Sponsored Training Programs or courses may be placed on one of two optional training schedules, based upon Operational, Training, and budgetary considerations:
- Schedule 1. **Members** may be placed on a 40-hour work week schedule and be entitled to a 10% increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. **Members** shall be paid on a 40-hour work week until completion of the respective Training Program. In the event a **member** attending the Training Program does not receive their regular Local 493 Days (as per Section 3-1 (I) of this Memorandum of Understanding), any missed Local 493 Days will be re-scheduled prior to the **member's** return to the Operations Division.
- Schedule 2. **Members** may remain on their normal Operations schedule (A, B, or C Shift) and be provided paid Fire Department leave to attend the Training Program when their training is scheduled on shift. When members are required to attend training on their days off, **members** will be compensated at 1 ½ times their regular rate for the hours they are in attendance. Compensation and Local 493 Days will remain the same as any other **member** assigned to a 56-hour work week. The decision to utilize Schedule 1 or 2 will be discussed in a labor/management setting.
- G. Each 56 hour unit **member** shall receive 4 shifts off per year, referred to in this MOU as Local 493 days. This will allow for an hours reduction without specifying a specific number of hours in this reduction or reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph E, of Article 4. The rotation system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Division. These Local 493 Days shall be awarded based on total seniority as a sworn member of the Fire Department. Unit 5 **members** may submit a request to work a Local 493 day. Management may hire members to work a Local 493 day in the event the constant staffing process is utilized to meet minimum staffing requirements. **Members** who work a Local 493 day must work the entire 24-hour shift and shall be compensated at a rate of one and one-half (1½) times their regular rate of compensation, in addition to their regular pay. **Members** shall have the option of being paid cash or allow the compensation to accrue as compensatory time as governed by the current MOU.

H. The Fire Department and IAFF Local 493 agree to form a Comprehensive 1-3-2-3 Organizational Impact Review Committee to pursue an alternative work schedule for Operations or Emergency Services (56-hour) members.

1. The parties agree on the following objective values that shall guide labor-management efforts within the process:
 - Services for our community shall not be negatively impacted.
 - Costs to our residents shall not increase.
 - Placing an emphasis on improving Firefighter health, wellness, and safety.
2. The committee shall consist of representatives from Labor and Management as determined by the Fire Chief and Union President, as well as representatives from the City's Human Resources Department.
3. The committee will establish metrics to measure the impact of the alternative schedule prior to implementation. These metrics shall include but are not limited to the objective values stated above.
4. The alternative work schedule to be considered is as follows:
 - Twenty-four (24) hours on; seventy-two (72) hours off; forty-eight (48) hours on; seventy-two (72) hours off, referred to as a 1-3,2-3 schedule.
5. The committee may explore a pilot and/or phased approach to implementation.
6. Implementation shall not unreasonably disrupt operations.
7. The alternate schedule creation and implementation costs shall remain cost neutral.
8. The alternate schedule must be compatible with existing/established City systems and procedures parameters (such as HRIS/Payroll).
9. Consistent with the objectives outlined above, the Comprehensive 1-3-2-3 Organizational Impact Review Committee shall evaluate and resolve attendance matters necessary to support the implementation of the Alternative Work Schedule (AWS), specifically the 1-3-2-3 schedule, and the implementation of the Planned Earned Leave (PEL) concept.

The committee shall review the impact of these initiatives on leave usage, overtime, shift trades, and other attendance related factors, and shall identify reasonable operational adjustments and develop recommendations for

implementation necessary to support and sustain successful operation while maintaining appropriate staffing levels. The committee shall provide its recommendations within a reasonable period of time following its review and consistent with the Committee Guidelines in Attachment C.

Section 4-2. Shift Trades

Two (2) **members** serving in the same classification may be granted the opportunity to exchange shifts up to a maximum of 45 such exchanges per **member** in a contract year. Shift exchanges shall not qualify an **member** for premium overtime payment and cannot be repaid in any other form of compensation. All **members** seeking shift exchanges (AWRs) must be current with all certifications and required training before being approved for the exchange. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

Section 4-3. Filling Vacancies

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

Article 5. Benefits

Section 5-1. Health Insurance

- A. The City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease in the second year of this M.O.U., the City shall pay 80% of the new monthly contribution and the **member** will pay 20%.

- B. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the **member**.
- C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those **members** who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 at no less than \$202.00 per month. The City also contributes an additional \$50 toward City retiree family medical coverage; this credit is applied directly to the retiree's premium deduction. Any **member** hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.
- D. Additional MERP amounts will be paid to eligible retirees for the following categories:

RETIREE COVERAGE – RETIREE NOT ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$105	\$325	\$210

RETIREE COVERAGE – RETIREE ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$90	\$195	\$185

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

- E. No more than one time per calendar year, the City will provide Unit 5 mutually agreed upon healthcare data within a reasonable time, once requested.

Section 5-2. Dental Insurance

- A. At a minimum, the dental insurance plan shall include a PPO option that consists of 100% payment of reasonable and customary charges covered for preventive and preventive-related diagnostic services, and 80% payment of reasonable and customary covered charges for basic services and major services. At least one plan shall also include an orthodontia benefit providing for 80% payment of reasonable and

customary charges up to a maximum lifetime benefit of \$4,000.00 per person. Dental plans may be subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. For the PPO and HMO dental plans, the City shall continue to pay 100% of the premium costs for single **members** for **members** enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for **members** and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

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

Section 5-3. Life Insurance

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

Section 5-4. Long Term Disability Insurance

The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). **Members** who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the **member's** basic monthly salary at the time disability occurs and continue up to age 75 for **members** 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.

Members 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 30 months.

Section 5-5. Holidays, Vacations, and Donated Vacation Leave

A. Bank of Donated Leave

1. Each unit member may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number of hours as noted in Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave. By filling out and submitting a voluntary donation form, each unit member is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.
2. The total hours donated by the members of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section 5-5.
3. The maximum number of hours that may be donated by any Unit member is 100 hours per fiscal year.
4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.
5. No union member may use more than 120 hours of donated time during any one pay period.
6. Donated time does count towards hours worked for overtime purposes.
7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices,

conflict resolution, and methods of effective representation, or any other purpose authorized by the President or Executive Board.

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

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- **March Holiday (last Monday in March)**
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day (6 hours for 56-hour **members** and 4 hours for 40 hour **members**).
- Christmas Day

Members working a 56 hour schedule shall receive 12 hours pay or compensatory time each holiday.

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

D. Effective January 1, 1987, vacation accrual for **members** with less than 5 years shall be increased to 11.2 hours per month, or the 40 hour equivalent. Vacation accrual for all other **members** shall remain the same as currently authorized.

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

F. Effective July 1, 2014, and thereafter, a **member** who has accrued at least 312 hours, or 223 hours for 40 hour **members**, may elect to have 252 hours of vacation for a 56 hour unit member or 180 hours of vacation for a 40 hour unit member paid out in a lump sum or converted into their comp bank. Any unit member may only elect to

exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible **members** may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

- G. **Members** may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all of their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 12 months of donated time.
- H. **Members** who have less than 40 hours vacation may buy up to 120 hours personal leave. The cost of the personal leave shall be 110% of the **member's** base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the **member's** pension or any other benefits.
- I. On the second paycheck in July of every year, every unit member will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.
- J. Military Leave

Pursuant to ARS 26-168, ARS 38-610, and A.R. 2.39, **members** who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days in two consecutive years when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or armory drills under orders of any branch, including the reserve or auxiliary. A day is defined as a shift of work.

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), a member is entitled to the pay and status the member would have attained but for the member's qualifying military service in accordance with USERRA's escalator principle and reasonable certainty test retroactive adjustments, as required by law, shall be made as soon as practicable or as otherwise required by law.

Section 5-6. Uniforms

- A. In lieu of the \$135.00 per **member** per year amount which was previously paid by the City to the Fire Department for additional uniform items, **members** will now receive an equivalent annual uniform allowance amount of \$129.75. Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

- B. New **members** will receive the entire annual uniform allowance within 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 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the **member** was directed to wear and maintain a uniform, to the start of the new fiscal year.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- 3 long sleeve red shirts
- 3 short sleeve red shirts
- (Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- 3 pair of blue fatigue pants
- 5 blue physical training (PT) shorts
- 1 pair of blue sweatpants
- 1 red sweatshirt (seasonally dependent)
- 1 belt
- 1 pair of OSHA/ANSI approved work boots; and,
- All necessary PPE's required to participate in Fire Academy functions.

The Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie
- 1 approved Class A belt
- 1 approved Class A pair of shoes
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Additionally, any Captain RTO (Recruit Training Officer) or Firefighter Mentor (Firefighter or Engineer) assigned to the Recruit Training Academy will be provided a full Class A uniform (one time purchase) if the member has not already purchased one.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a “one time only” purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new uniform language outlined above.

- C. **Members** who leave Department employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that **members** who retire after August 31 will not be requested to repay any uniform allowance.
- D. A **member** who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.

Section 5-7. Tuition Reimbursement

- A. **Members** who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
 - 1. The maximum sum reimbursable to **members** each fiscal year shall be \$6,500.
 - 2. To be eligible for any reimbursement, **members** must have successfully completed academic or training courses approved in advance by the Fire Chief and the

Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.

3. **Members** shall be allowed to use up to **\$2000** of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-8. Wellness, Health and Fitness

- A. For each **member**, the City of Phoenix shall contribute \$2.00 per month to a fitness fund to maintain and purchase fitness equipment for fire stations which has been charged against Unit 5's contract. The Fire Department will also contribute \$2.00 each month per member to the fitness fund. The fund will be maintained by the City and Fire Administration. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel.
- B. The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services, and fire fighter's funerals. Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. In order to help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the City will contribute twenty-five thousand dollars (\$25,000.00) into a fund for each M.O.U. year. The **Fire Chief** or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

Section 5-9. Worker's Compensation

- A. **Members** who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. If there is a disagreement in treatment between the Fire Department physician and the **member's** physician, the (2 physicians shall agree on a third physician whose decision shall be the final authority. **Members** who refuse to adhere to the above conditions shall only receive 66-2/3% based on current state law and the current maximum monthly rate allowed. If a **member** receives 66-2/3%, he/she may use sick leave, vacation, or compensatory time to make up the difference between 66-2/3% and 100%.

- C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provides greater assistance to a **member** trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved **member** signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for **members** in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).
- F. **For workers' compensation claims where a Commission or Court decision, or a settlement, is final and binding on all issues and no further legal recourse exists, all personal leave time used by the member during the appeal process shall be reinstated to the appropriate personal leave banks within 45 days, unless special circumstances apply.**

Section 5-10. Employee Benefit Trust Fund

- A. Effective July 1, 2023, the existence of the Employee Benefit Trust Fund is continued for the term of this Memorandum of Understanding. The City will contribute \$68 per **member**, per month, (\$31.385 per pay period) into the Fund for the purpose of providing a monthly stipend to retirees to apply to the costs of their health and/or dental insurance, a funeral expense benefit for **members** and retirees, and such other benefits as may be lawfully provided, as determined in the discretion of the Trustees. The City's contribution will be matched by a \$29 per pay period to the same fund made by each **member**.
- B. The Trust Fund shall be managed and administered by a Board of five (5) Trustees selected as follows:
 - 1. Two (2) Trustees shall be appointed by the City Manager;
 - 2. Two (2) Trustees shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
 - 3. One (1) Trustee, who shall serve as Chairperson, shall be selected by the four (4) appointed Trustees specified above.
- C. The Trust Fund shall be invested in prudent, protected investments in compliance with applicable law. The Trustees may seek such outside, independent advice and consultation as they shall deem appropriate.

- D. The Fund Trustees may adopt such rules and regulations for their Plan of Benefits as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments thereto, must be specifically approved by the City Manager and the Union before they can become effective.
- E. Sums contributed to the Trust Fund shall be tracked with each **member** being assigned a notional account which records the contributions made by such **member**. All amounts in the Fund, together with any earnings thereon, shall be available for distribution as specified in the rules and regulations of the Plan of Benefits adopted by the Trustees. The Trustees shall have authority, consistent with their duties as Trustees, to amend the Plan of Benefits from time to time, including the authority to reduce or suspend benefit levels if required by the level of funding available. In no event will any benefit specified at any time in the Plan of Benefits be considered non-forfeitable. Benefits may be insured by a contract of insurance, but there is no liability upon the City, the Union or the Board of Trustees or its constituent members to provide benefit payments over and beyond the amounts in the Fund collected and available for such purpose.
- F. Any Fund participant who separates from the bargaining Unit prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her or her contributions to the Fund, plus interest based on the average annual interest earned by the Fund, but shall receive no other benefits and have no other claim on the Fund. Notwithstanding the foregoing, the Trustees may: (1) permit participants who promote out of the Unit to continue participation until retirement; and (2) permit participants who have severed employment to be reinstated in the Fund; either upon such terms and conditions as the Trustees may require.
- G. Upon the death of any **member** or retiree, the Fund will provide a benefit to assist with funeral expenses in an amount to be determined by the Trustees. The Fund Trustees may determine to provide to a surviving spouse of a deceased **member** or retiree a monthly stipend for application to the cost of their health/dental insurance.
- H. The Trustees shall prepare a booklet describing the Plan of Benefits for circulation to **members** and retirees, and shall prepare and circulate, in like manner, a summary of any modifications made to the Plan of Benefits during the term of this Memorandum of Understanding.
- I. If the Trust Fund is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to the Fund. Such distribution shall be pro rata based on the amount of the contribution of such individuals to the Fund less any disbursements they have received under the Plan of Benefits.

- J. Payments to retirees from the Trust Fund shall be in addition to current City contributions to retiree health insurance premiums.

Article 6. Miscellaneous

Section 6-1. Saving Clause

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

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

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

Section 6-3. Fire Watch

- A. Whenever a Fire Department **member** is required by the Fire Marshal or requested by a private party, to perform a fire watch, standby, or other associated duties for Fire Code compliance, such opportunities shall first be offered to Unit members. Such work shall be offered to those members that are suitably qualified and who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire

Chief after consultation with the Union. In the event that no **member** accepts such work, or in case of emergency, such work shall be offered to qualified non-Unit employees. It is understood that the rate of payment shall be at 1 ½ times the **member's** base 40 hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at 1 ½ times the non-Unit employee's base 40 hour rate. For purposes of Section 6-3, Article 6 only, the terms "qualified" is defined as follows:

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

Section 6-4. Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2026**, up to the beginning of the first regular pay period commencing in July **2028**.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. Throughout the term of this Memorandum, the City and the union may jointly decide to participate in Labor-Management meetings to discuss items of mutual interest on an as-needed basis.
- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the **members** and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from

initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council or the City Manager.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands this
_____ of May, 2026

Tim Gammage Jr., Vice President, Phoenix Fire Fighters Association Local 493

Cathleen Simpson, Deputy Human Resources Director

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

City Attorney, City of Phoenix

Local 493 Team:

Tim Gammage Jr., Co-Chair
Scott Porter, Co-Chair
Elliott Simmons
Daniel Gonzales
Marshall Zeable
Josh Hart
Brian Moore
Patrick Cardenas
Corey Moos
Corey Raper
Matthew Shaughnessy
Matthew Shields

City of Phoenix Team:

Cathleen Simpson, Deputy HR Director
Tim Kreis, Executive Assistant Fire Chief
Reda Riddle-Bigler, Assistant Fire Chief
Mark Gonzales, Assistant Fire Chief
Keith Slattery, Deputy Fire Chief
Jessica Ehnborn, Fire Human Resources Officer
Carine Kielty, Fire Human Resources Officer
Mark Bizik, Management Assistant II (Coordinator)
Cecilia Alcantar-Chavez, Mgmt. Fellow, (Scribe)

ATTACHMENT A

HOURLY PAY RATES

FIREFIGHTER					
56-HOUR GRADE 545			40-HOUR GRADE 549		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
11	\$20.029	\$20.129	11	\$30.916	\$31.071
12	\$21.026	\$21.131	12	\$32.456	\$32.619
13	\$22.083	\$22.193	13	\$34.078	\$34.249
14	\$23.184	\$23.299	14	\$35.782	\$35.961
15	\$24.341	\$24.463	15	\$37.577	\$37.765
16	\$25.558	\$25.686	16	\$39.454	\$39.651
17	\$26.840	\$26.974	17	\$41.422	\$41.629

FIREFIGHTER/SO					
56-HOUR GRADE 547			40-HOUR GRADE 551		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$22.083	\$22.193	12	\$34.078	\$34.249
13	\$23.184	\$23.299	13	\$35.782	\$35.961
14	\$24.341	\$24.463	14	\$37.577	\$37.765
15	\$25.558	\$25.686	15	\$39.454	\$39.651
16	\$26.840	\$26.974	16	\$41.422	\$41.629
17	\$28.182	\$28.322	17	\$43.493	\$43.710

FIREFIGHTER HMT & TRT					
56-HOUR GRADE 549			40-HOUR GRADE 553		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$23.184	\$23.299	12	\$35.782	\$35.961
13	\$24.341	\$24.463	13	\$37.577	\$37.765
14	\$25.558	\$25.686	14	\$39.454	\$39.651
15	\$26.840	\$26.974	15	\$41.422	\$41.629
16	\$28.182	\$28.322	16	\$43.493	\$43.710
17	\$29.587	\$29.735	17	\$45.665	\$45.894

FIREFIGHTER/PARAMEDIC					
56-HOUR GRADE 549			40-HOUR GRADE 553		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$23.184	\$23.299	12	\$35.782	\$35.961
13	\$24.341	\$24.463	13	\$37.577	\$37.765
14	\$25.558	\$25.686	14	\$39.454	\$39.651
15	\$26.840	\$26.974	15	\$41.422	\$41.629
16	\$28.182	\$28.322	16	\$43.493	\$43.710
17	\$29.587	\$29.735	17	\$45.665	\$45.894

FIREFIGHTER SO/PARAMEDIC					
56-HOUR GRADE 551			40-HOUR GRADE 555		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$24.341	\$24.463	12	\$37.577	\$37.765
13	\$25.558	\$25.686	13	\$39.454	\$39.651
14	\$26.840	\$26.974	14	\$41.422	\$41.629
15	\$28.182	\$28.322	15	\$43.493	\$43.710
16	\$29.587	\$29.735	16	\$45.665	\$45.894
17	\$31.066	\$31.221	17	\$47.950	\$48.190

FIREFIGHTER HMT & TRT/PARAMEDIC					
56-HOUR GRADE 553			40-HOUR GRADE 557		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$25.558	\$25.686	12	\$39.454	\$39.651
13	\$26.840	\$26.974	13	\$41.422	\$41.629
14	\$28.182	\$28.322	14	\$43.493	\$43.710
15	\$29.587	\$29.735	15	\$45.665	\$45.894
16	\$31.066	\$31.221	16	\$47.950	\$48.190
17	\$32.619	\$32.782	17	\$50.347	\$50.599

ENGINEER					
56-HOUR GRADE 555			40-HOUR GRADE 559		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$26.840	\$26.974	12	\$41.422	\$41.629
13	\$28.182	\$28.322	13	\$43.493	\$43.710
14	\$29.587	\$29.735	14	\$45.665	\$45.894
15	\$31.066	\$31.221	15	\$47.950	\$48.190
16	\$32.619	\$32.782	16	\$50.347	\$50.599
17	\$34.251	\$34.422	17	\$52.867	\$53.131

ENGINEER SO					
56-HOUR GRADE 557			40-HOUR GRADE 561		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$28.182	\$28.322	12	\$43.493	\$43.710
13	\$29.587	\$29.735	13	\$45.665	\$45.894
14	\$31.066	\$31.221	14	\$47.950	\$48.190
15	\$32.619	\$32.782	15	\$50.347	\$50.599
16	\$34.251	\$34.422	16	\$52.867	\$53.131
17	\$35.962	\$36.142	17	\$55.508	\$55.786

ENGINEER HMT & TRT					
56-HOUR GRADE 559			40-HOUR GRADE 563		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$29.587	\$29.735	12	\$45.665	\$45.894
13	\$31.066	\$31.221	13	\$47.950	\$48.190
14	\$32.619	\$32.782	14	\$50.347	\$50.599
15	\$34.251	\$34.422	15	\$52.867	\$53.131
16	\$35.962	\$36.142	16	\$55.508	\$55.786
17	\$37.761	\$37.950	17	\$58.293	\$58.584

ENGINEER PARAMEDIC					
56-HOUR GRADE 559			40-HOUR GRADE 563		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$29.587	\$29.735	12	\$45.665	\$45.894
13	\$31.066	\$31.221	13	\$47.950	\$48.190
14	\$32.619	\$32.782	14	\$50.347	\$50.599
15	\$34.251	\$34.422	15	\$52.867	\$53.131
16	\$35.962	\$36.142	16	\$55.508	\$55.786
17	\$37.761	\$37.950	17	\$58.293	\$58.584

ENGINEER SO/PARAMEDIC					
56-HOUR GRADE 561			40-HOUR GRADE 565		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$31.066	\$31.221	12	\$47.950	\$48.190
13	\$32.619	\$32.782	13	\$50.347	\$50.599
14	\$34.251	\$34.422	14	\$52.867	\$53.131
15	\$35.962	\$36.142	15	\$55.508	\$55.786
16	\$37.761	\$37.950	16	\$58.293	\$58.584
17	\$39.648	\$39.847	17	\$61.200	\$61.506

ENGINEER HMT & TRT/PARAMEDIC					
56-HOUR GRADE 563			40-HOUR GRADE 567		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
12	\$32.619	\$32.782	12	\$50.347	\$50.599
13	\$34.251	\$34.422	13	\$52.867	\$53.131
14	\$35.962	\$36.142	14	\$55.508	\$55.786
15	\$37.761	\$37.950	15	\$58.293	\$58.584
16	\$39.648	\$39.847	16	\$61.200	\$61.506
17	\$41.637	\$41.846	17	\$64.260	\$64.581

CAPTAIN					
56-HOUR GRADE 559			40-HOUR GRADE 563		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$34.251	\$34.422	15	\$52.867	\$53.131
16	\$35.962	\$36.142	16	\$55.508	\$55.786
17	\$37.761	\$37.950	17	\$58.293	\$58.584

CAPTAIN SO					
56-HOUR GRADE 561			40-HOUR GRADE 565		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$35.962	\$36.142	15	\$55.508	\$55.786
16	\$37.761	\$37.950	16	\$58.293	\$58.584
17	\$39.648	\$39.847	17	\$61.200	\$61.506

CAPTAIN HMT & TRT					
56-HOUR GRADE 563			40-HOUR GRADE 567		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$37.761	\$37.950	15	\$58.293	\$58.584
16	\$39.648	\$39.847	16	\$61.200	\$61.506
17	\$41.637	\$41.846	17	\$64.260	\$64.581

CAPTAIN PARAMEDIC					
56-HOUR GRADE 563			40-HOUR GRADE 567		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$37.761	\$37.950	15	\$58.293	\$58.584
16	\$39.648	\$39.847	16	\$61.200	\$61.506
17	\$41.637	\$41.846	17	\$64.260	\$64.581

CAPTAIN SO/PARAMEDIC					
56-HOUR GRADE 565			40-HOUR GRADE 569		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$39.648	\$39.847	15	\$61.200	\$61.506
16	\$41.637	\$41.846	16	\$64.260	\$64.581
17	\$43.714	\$43.933	17	\$67.473	\$67.810

CAPTAIN HMT & TRT/PARAMEDIC					
56-HOUR GRADE 567			40-HOUR GRADE 571		
STEP	Effective July 6, 2026	Effective July 5, 2027	STEP	Effective July 6, 2026	Effective July 5, 2027
15	\$41.637	\$41.846	15	\$64.260	\$64.581
16	\$43.714	\$43.933	16	\$67.473	\$67.810
17	\$45.900	\$46.130	17	\$70.849	\$71.203

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

ATTACHMENT B

VACATION CARRYOVER

With the reinstatement of vacation buy back in FY 2021-2022, vacation carryover will be the established maximum plus 240 hours (or the 56-hour equivalent). In FY 2022-2023, the vacation carryover will be the established maximum plus 160 hours (or the 56-hour equivalent). In **conjunction with the guidelines in Attachment C, in FY 2026-2028**, the vacation carryover will be the established maximum plus 120 hours (or the 56-hour equivalent).

ATTACHMENT C

Committee Guidelines to Support the Successful Implementation of Section 9

The Comprehensive 1-3-2-3 Organizational Impact Review Committee shall work to support the successful implementation of the Alternative Work Schedule (AWS), specifically the 1-3-2-3 schedule, and the Planned Earned Leave (PEL) program as integrated components of the Department's staffing and leave management strategy. These initiatives are intended to work in coordination with one another to improve staffing predictability, reduce reliance on unscheduled leave, and support firefighter health, wellness, and operational readiness.

In furtherance of these objectives, the committee shall evaluate operational impacts associated with implementation of the AWS and PEL programs, including leave usage, overtime, shift trades, and other attendance-related factors. The committee shall develop recommendations for reasonable operational adjustments necessary to support consistent staffing levels and sustain successful operation of the schedule and leave management framework.

Members shall retain the ability, consistent with Department staffing needs and applicable procedures, to discuss voluntarily working any scheduled PEL day.

The decision to implement the AWS (1-3-2-3) schedule shall be determined collectively through a vote of the membership conducted by the Association in coordination with the Department. Consistent with Section 5, implementation may occur through a pilot or phased approach. Upon adoption, the schedule shall be applied consistently in accordance with procedures established by the Department and the Association. The program shall remain in effect unless both parties mutually agree that operational impacts cannot be reasonably mitigated.

Nothing in the implementation of the AWS or PEL program shall result in a reduction of existing premium pays, negotiated compensation, or other contractual benefits. The AWS (1-3-2-3) schedule is intended to provide a reduction in scheduled work hours while maintaining existing compensation, premium pays, and negotiated benefits.

The committee shall also annually evaluate the number of vacation leave slots available throughout the Department and assess whether additional vacation slots are necessary to sustain appropriate staffing levels while ensuring members have reasonable and meaningful access to utilize their earned leave each year. Where deficiencies are identified, the committee shall develop recommendations for adjustments to the number and distribution of vacation slots necessary to meet these objectives.



Print and Mail Election Materials Contract RFP GGS-26-0079 - Request for Award (Ordinance S-52784) - Citywide

Request to authorize the City Manager, or his designee, to enter into a contract with Sebis Direct, Inc. to provide print and mail election materials for the City Clerk Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$1,500,000.

Summary

This contract will provide for the printing and mailing of publicity pamphlets and election materials related to City elections. The City of Phoenix is required, by law, to mail publicity pamphlets to households with at least one registered voter approximately 37 days prior to the election before ballots are mailed out. Publicity pamphlets contain general information about the election, including key dates related to when early ballots are due and where to find information about voting locations. This contract will allow the City to meet legal requirements related to printing and mailing of publicity pamphlets and other election materials.

Procurement Information

A Request for Proposal procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Two vendors submitted proposals deemed responsive and responsible. An evaluation committee of City staff evaluated those offers based on the following criteria with a maximum possible point total of 1000 points:

Qualifications and Experience (0-295 points)

Method of Approach (0-290 points)

Capacity (0-305 points)

Pricing Proposal (0-110 points)

After reaching consensus, the evaluation committee recommends award to the following vendor:

Sebis Direct, Inc., 808.44 points

Contract Term

The contract will begin on or about May 1, 2026, for a five-year term with four one-year options to extend.

Financial Impact

The aggregate contract value will not exceed \$1,500,000.

Funding is available in the City Clerk Department's budget.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the City Clerk Department.



Granting and Abandoning of Electrical Easements to Salt River Project at Lift Station 61 (Ordinance S-52803) - District 7

Request to authorize the City Manager, or his designee, to grant a high voltage electrical easement to Salt River Project (SRP) at the City's lift station site LS61, north of the Northeast corner of 107th Avenue and Broadway Road, and abandon the existing on-site SRP easements, for consideration in the amount of the appraised value and other consideration. Further request to authorize the City Treasurer to accept all funds related to this item.

Summary

The City of Avondale is undergoing a conversion project requiring developments to transition all overhead SRP power lines and replace with underground feeds. Entrada Commons, a residential development by Meritage Homes at the Northwest corner of 107th Avenue and Broadway Road, was required by City of Avondale to underground the overhead power lines along 107th Avenue.

The City's lift station LS61 is located in this area and its transformer is currently being fed by an above-ground power pole. The conversion project will remove the above-ground power pole and re-route the power lines from right-of-way (ROW) to LS61 site through a new 8-foot wide by 38.04-foot long electrical easement. All existing on-site SRP easements associated with the power pole will be abandoned. The new easement is total of 746.91 square feet. All costs related to the easements will be paid by Meritage Homes or SRP.

Financial Impact

There is no negative financial impact to the City. The City will be compensated for granting the new easement. Revenue will be reflective of the market value of the easement.

Location

North of Northeast corner of 107th Avenue and Broadway Road.
Council District: 7

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Water Services and Finance departments.



Acquisition of Real Property for the Lift Station 55-56 Redundant Force Main Project Located North of State Route 202 and East of South Central Avenue (Ordinance S-52804) - District 6

Request to authorize the City Manager, or his designee, to acquire all real property and related property interests required by donation, purchase within the City's appraised value, purchase at a settlement amount arrived at through mediation and determined by the City Manager or designee to be reasonable under the circumstances, or by the power of eminent domain for the Lift Station 55-56 Redundant Force Main project. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

Acquisition of real property for water and sewer easements is required for construction of improvements to upgrade outdated infrastructure at Lift Station 55 and Lift Station 56. The lift stations will undergo modernization, and redundant force mains will be added for flexibility of use and redundancy of the system.

The parcel affected by this project and included in this request is identified by Maricopa County Assessor's parcel number 300-95-744.

Financial Impact

Funding is available in the Water Services Department's Capital Improvement Program budget.

Location

North of State Route 202, east of South Central Avenue.
Council District: 6

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Water Services and Finance departments.



Agenda Date: 4/22/2026, Item No. 24

Acceptance and Dedication of a Deed and Easements for Public Utility and Roadway Purposes (Ordinance S-52806) - Districts 6 & 8

Request for the City Council to accept and dedicate a deed and easements for roadway and public utility purposes; further ordering the ordinance recorded. Legal descriptions are recorded via separate recording instrument.

Summary

Accepting and dedicating the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Maricopa County Recording: 20260127142

Date: March 5, 2026

Applicant and Grantor: Meghan E. James and Sarah James; its successor and assigns

Purpose: Public Utility

Location: 4725 E. Hubbell Street

APN: 126-11-108B

File: FN 260008

Council District: 6

Easement (b)

Maricopa County Recording: 20260138149

Date: March 10, 2026

Applicant and Grantor: Skybridge IRA, LLC; its successor and assigns

Purpose: Public Utility

Location: 5418 E. Wonderview Road

APN: 172-15-035A

File: FN 260006

Council District: 6

Easement (c)

Maricopa County Recording: 20260105084

Date: February 24, 2026

Applicant and Grantor: Fen Investments, Inc.; its successor and assigns

Purpose: Public Utility

Location: 1034 N. 24th Street

APN: 116-04-097J

File: FN 260004

Council District: 8

Deed (d)

Maricopa County Recording: 20260105086

Date: February 24, 2026

Applicant and Grantor: Fen Investments, Inc.; its successor and assigns

Purpose: Roadway

Location: 1034 N. 24th Street

APN: 116-04-097J

File: FN 260004

Council District: 8

Easement (e)

Maricopa County Recording: 20260140684

Date: March 11, 2026

Applicant and Grantor: C A Investments SM LLC, Carmen Avalos, Sole Member; its successor and assigns

Purpose: Public Utility

Location: 2028 E. South Mountain Avenue

APN: 301-32-002A

File: FN 260013

Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Planning and Development and Finance departments.



Acceptance of Easement for Water Purposes (Ordinance S-52807) - District 8

Request for the City Council to accept an easement for water purposes; further ordering the ordinance recorded. Legal descriptions are recorded via separate recording instrument.

Summary

Accepting the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement

Maricopa County Recording: 20260140680

Date: March 11, 2026

Applicant: Martin Family Trust - Decedent's Trust under Declaration of Trust dated December 23, 1992; its successor and assigns

Purpose: Water

Location: south of the intersection of S. 23rd Avenue and W. Broadway Road

APN: 105-65-512A

File: FN 260007

Council District: 8

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Planning and Development and Finance departments.



Temporary Staffing Services - RFQu 19-060 - Amendment (Ordinance S-52786) - Citywide

Request to authorize the City Manager, or his designee, to execute amendments to Contract 149754 with All About People, LLC; Contract 149759 with Nesco Resource, LLC; and Contract 149757 with Scott Business Group, LLC to extend the terms of the contracts. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$22,000,000.

Summary

These contracts will provide temporary staff to Citywide departments on an as-needed basis. Temporary staff are necessary to fulfill short-term or highly specialized staffing needs and to assist in the management of staffing shortages throughout the organization in support of Citywide business and facility operations. Departments use the most cost-effective contract to hire qualified temporary staff. The additional funds will support the continuation of these services throughout the remainder of the contract term.

Contract Term

Upon approval, the contracts will be extended through June 30, 2027 with four one-year options to extend.

Financial Impact

Upon approval of the \$22,000,000 in additional funds, the revised aggregate value of the contracts will not exceed \$73,609,118. Funds are available in various Citywide Departments' budgets.

Concurrence/Previous Council Action:

The City Council previously reviewed this request:

- Temporary Staffing Services - Contracts 149754, 149755, 149756, 149757, 149758, 149759 (Ordinance S-45422) on April 17, 2019.
- Temporary Staffing Services - Contracts 149754, 149755, 149756, 149757, 149758, 149759 (Ordinance S-49311) on January 4, 2023.
- Temporary Staffing Services - Contracts 149754, 149755, 149756, 149757, 149758,

149759 (Ordinance S-50099) on August 28, 2023.

•Temporary Staffing Services - Contracts 149754, 149755, 149756, 149757, 149758, 149759 (Ordinance S-51834) on April 23, 2025.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Finance Department.



Oracle Master Agreement - Amendment (Ordinance S-52802) - Citywide

Request to authorize the City Manager, or his designee, to execute an amendment to contract 142562-AR-001 with Oracle America, Inc. to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed; request to continue using Ordinances S-47326; S-47524; S-48632; S-49815; S-51967; S-47295; S-47920; S-48180; S-48442; and S-49354.

Summary

The Oracle Master Agreement 142562-AR-001 establishes the foundation of public sector terms and conditions and identifies the broad type of goods/services allowable. The City uses Oracle applications and technologies in multiple departments and they are an integral part of the daily operations of the City. Oracle applications and technologies are used in several critical Citywide systems such as Customer Care and Billing System used for water and solid waste billing, the Human Capital Management System used for human resources and payroll functions and Citywide Business Intelligence infrastructure.

ITS is the centralized managing partner overseeing departmental orders allowable under the Oracle Master Agreement. ITS assists with evaluating goods/services in use by the City including order processing and order management. Extended contract term is needed for continued use of Oracle products, services, cloud services, software licensing, support and maintenance.

This item has been reviewed and approved by the Information Technology Services Department.

Contract Term

Upon approval, the amendment will be effective on or about April 21, 2026, and will extend the contract term through October 21, 2026.

Financial Impact

The aggregate value of the contract will not exceed \$43,262,089, and no additional funds are needed.

Concurrence/Previous Council Action

The City Council previously reviewed this request:

- Oracle Master Agreement, Contract 142562-AR-001 (Ordinance S-47326) on February 17, 2021.

Ordinance(s) for Annual Oracle Software, Hardware, Support, and Maintenance:

- Oracle Software, Hardware, Support and Maintenance Contract, Contract 142562-AR-001 (Ordinance S-47524) on May 5, 2021.
- Oracle Software, Hardware, Support and Maintenance Contract, Contract 142562-AR-001 (Ordinance S-48632) on May 25, 2022.
- Oracle Software, Hardware, Support and Maintenance Contract, Contract 142562-AR-001 (Ordinance S-49815) on June 14, 2023.
- Oracle Software, Hardware, Support and Maintenance Contract, Contract 142562-AR-001 (Ordinance S-51967) on June 4, 2025.

Ordinance(s) for Net New Purchases:

- Hardware and Software for Exadata Cloud@Customer, Contract 142562-AR-001 (Ordinance S-47295) on February 17, 2021.
- Citywide Construction Project Management Information Services - Licensing Services, Contract 142562-AR-001 (Ordinance S-47920) on September 8, 2021.
- Oracle Software License and Maintenance Services in Support of Water Services Department Critical Business Applications, Contract 142562-AR-001 (Ordinance S-48180) on December 15, 2021.
- Oracle Partitioning License, Contract 142562-AR-001 (Ordinance S-48442) on March 23, 2022.
- Oracle Advanced Security Licensing and Maintenance, Contract 142562-AR-001 (Ordinance S-49354) on January 25, 2023.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Finance Department.



Civil Service Board Hearing Officer Contracts - RFQu 26-0089 - Request for Award (Ordinance S-52775) - Citywide

Request to authorize the City Manager, or his designee, to enter into contracts with Calderon Law Offices Ernest Calderon, P.L.C.; Gabriel & Ashworth, P.L.L.C.; Steven M. Guttell, PLC; Harold J. Merkow; Peter Reinstein; and Schleier Law Offices, P.C. to provide hearing officer services to the Civil Service Board. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed \$385,000.

Summary

These contracts will provide hearing officers to conduct hearings on Civil Service Board appeals as provided in the Personnel Rules. The Civil Service Board hears appeals of disciplinary demotions, discharges, suspensions of employees and interpretations of Personnel Rules. The Board may delegate to hearing officers the authority to conduct hearings, and these contracts will provide hearing officers on an as-needed basis. The Board generally meets once a month, but hearings are scheduled as needed. The hearing officers will compose written reports stating the findings of fact and conclusions of law and make recommendations for the Civil Service Board's review and approval.

Procurement Information

A Request for Qualifications was processed in accordance with Administrative Regulation 3.10, to establish a Qualified Vendor List.

Eight offerors submitted qualifications and six were deemed to be responsive and responsible. An evaluation committee of City Staff and two members of the Civil Service Board evaluated those offers based on the following criteria with a maximum possible point total of 1,000:

Qualifications and Experience (350 points)
Method of Approach (350 points)
Communication (300 points)

After reaching consensus, the evaluation committee recommends award to the

following vendors:

Calderon Law Offices Ernest Calderon, P.L.C.
Gabriel & Ashworth, P.L.L.C.
Steven M. Guttell, PLC
Harold J. Merkow
Peter Reinstein
Schleier Law Offices, P.C.

Contract Term

The contracts will begin on or about August 1, 2026, for a five-year term with no options to extend.

Financial Impact

The aggregate contract value will not exceed \$385,000. Funds are available in the Human Resources Department's budget.

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Human Resources Department.



Parts and Services for Direct Current Batteries and Power Plants Contract - IFB-26-0107 Request for Award (Ordinance S-52774) - Citywide

Request to authorize the City Manager, or his designee, to enter into a contract with Exponential Power, Inc. to provide parts and services for direct current batteries and power plants operated by the Information Technology Services Department in support of departments citywide. Further request to authorize the City Controller to disburse funds related to this item. The total value of the contract will not exceed \$950,000.

Summary

This contract will provide as-needed parts and services such as the installation, removal, and maintenance of direct current battery systems at radio communication sites operated by the Information Technology Services Department in support of the Regional Wireless Cooperative (RWC) and other City departments. This contract authorizes the City to purchase parts, equipment, and services to support both existing and new battery-operated power plants. These batteries power all the RWC-managed communication sites and are instrumental in keeping Fire and Police departments' public safety radio systems operational in the event of a power outage.

This item has been reviewed and approved by the Information Technology Services Department.

Procurement Information

An Invitation for Bid procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10. One vendor submitted a bid deemed to be responsive to posted specifications and responsible to provide the required goods and services. Following an evaluation based on price, the procurement officer recommends award to the following vendor:

Selected Bidder

Exponential Power, Inc.

Contract Term

The contract will begin on or about July 23, 2026, for a five-year term with no options to extend.

Financial Impact

The aggregate contract value will not exceed \$950,000. Funding is available in the Information Technology Services Department's operating budget.

Responsible Department

This item is submitted by Deputy City Manager David Mathews and the Information Technology Services Department.



Loan Federal HOME Funds for Sunnyside Commons Apartments Affordable Housing Development (Ordinance S-52798) - District 3

Request to authorize the City Manager, or their designee, to enter into an Affordable Housing Loan Program agreement for up to \$2,000,000 in federal U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (HOME) funds with Sunnyside Commons Apartments, LLC, or a City-approved nominee, for the Sunnyside Commons Apartments affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact on the General Fund.

Summary

On November 17, 2025, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations, and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization as defined by the HOME Program.

Procurement Information

Eight proposals were received and reviewed by an evaluation committee. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. Four projects were recommended for funding, as follows:

- 2nd and Roosevelt - (Pennrose Holdings, LLC).
- Alex Apartments - (Excelerate Housing Group LLC).
- Wood Street Senior - (Ulysses Development Group).
- Sunnyside Commons Apartments - (Resource Housing Group, Inc.).

Sunnyside Commons Apartments, located at 11640 N. 19th Avenue, includes the new construction of a 72-unit affordable housing community. Resource Housing Group, Inc., a for-profit developer, through Sunnyside Commons Apartments, LLC, requested \$2,000,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with at least 11 City HOME units serving households at or below 40 percent of the AMI. Other proposed funding for this project includes permanent debt financing and Low-Income Housing Tax Credit (LIHTC) equity. Total development cost is estimated at \$27,572,736.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact

There is no impact on the General Fund. HOME is a federally funded program. Funding for this CFI is made available from 2025 HOME funds, and a forward allocation of 2026 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department's Capital Improvement Program budget. Loan execution is anticipated for Fiscal Year 2026-27 and the loan will be paid to the developer over a two-year period.

Public Outreach

All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development.

Location

11640 N. 19th Avenue
Council District: 3

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



Loan Federal HOME Funds for Alex Apartments Affordable Housing Development (Ordinance S-52799) - District 4

Request to authorize the City Manager, or their designee, to enter into an Affordable Housing Loan Program agreement for up to \$2,000,000 in federal U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (HOME) funds with Alex Apartments LP, or a City-approved nominee, for the Alex Apartments affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact on the General Fund.

Summary

On November 17, 2025, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations, and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization as defined by the HOME Program.

Procurement Information

Eight proposals were received and reviewed by an evaluation committee. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. Four projects were recommended for funding, as follows:

- 2nd and Roosevelt - (Pennrose Holdings, LLC).
- Alex Apartments - (Excelerate Housing Group LLC).
- Wood Street Senior - (Ulysses Development Group).
- Sunnyside Commons Apartments - (Resource Housing Group, Inc.).

Alex Apartments, located at 77 E. Weldon Avenue, includes the new construction of a 59-unit affordable housing community. Excelerate Housing Group LLC, a for-profit developer, through Alex Apartments LP, requested \$2,000,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with at least 10 City HOME units serving households at or below 40 percent of the AMI. Other proposed funding for this project includes permanent debt financing and Low-Income Housing Tax Credit (LIHTC) equity. Total development cost is estimated at \$25,481,150.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact

There is no impact on the General Fund. HOME is a federally funded program. Funding for this CFI is made available from 2025 HOME funds, and a forward allocation of 2026 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department's Capital Improvement Program budget. Loan execution is anticipated for Fiscal Year 2026-27 and the loan will be paid to the developer over a two-year period.

Public Outreach

All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development.

Location

77 E. Weldon Avenue
Council District: 4

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



Loan Federal HOME Funds for 2nd and Roosevelt Affordable Housing Development (Ordinance S-52797) - District 7

Request to authorize the City Manager, or their designee, to enter into an Affordable Housing Loan Program agreement for up to \$2,000,000 in federal U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (HOME) funds with 2nd and Roosevelt Senior Housing LLC, or a City-approved nominee, for the 2nd and Roosevelt affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact on the General Fund.

Summary

On November 17, 2025, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations, and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization as defined by the HOME Program.

Procurement Information

Eight proposals were received and reviewed by an evaluation committee. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. Four projects were recommended for funding, as follows:

- 2nd and Roosevelt - (Pennrose Holdings, LLC).
- Alex Apartments - (Excelerate Housing Group LLC).
- Wood Street Senior - (Ulysses Development Group).
- Sunnyside Commons Apartments - (Resource Housing Group, Inc.).

2nd and Roosevelt, located at 1016-1024 N. 2nd Street, includes the new construction of a 60-unit affordable housing community. Pennrose Holdings, LLC, a for-profit developer, through 2nd and Roosevelt Senior Housing LLC, requested \$2,000,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with at least 22 City HOME units serving households at or below 40 percent of the AMI. Other proposed funding for this project includes permanent debt financing and Low-Income Housing Tax Credit (LIHTC) equity. Total development cost is estimated at \$26,895,632.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact

There is no impact on the General Fund. HOME is a federally funded program. Funding for this CFI is made available from 2025 HOME funds, and a forward allocation of 2026 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department's Capital Improvement Program budget. Loan execution is anticipated for Fiscal Year 2026-27 and the loan will be paid to the developer over a two-year period.

Public Outreach

All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development.

Location

1016-1024 N. 2nd Street
Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



Loan Federal HOME Funds for Wood Street Senior Affordable Housing Development (Ordinance S-52800) - District 8

Request to authorize the City Manager, or their designee, to enter into an Affordable Housing Loan Program agreement for up to \$1,000,000 in federal U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (HOME) funds with Wood Street Owner LLC, or a City-approved nominee, for the Wood Street Senior affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact on the General Fund.

Summary

On November 17, 2025, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations, and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization as defined by the HOME Program.

Procurement Information

Eight proposals were received and reviewed by an evaluation committee. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. Four projects were recommended for funding, as follows:

- 2nd and Roosevelt - (Pennrose Holdings, LLC).
- Alex Apartments - (Excelerate Housing Group LLC).
- Wood Street Senior - (Ulysses Development Group).
- Sunnyside Commons Apartments - (Resource Housing Group, Inc.).

Wood Street Senior, located at 1627 E. Wood Street, includes the new construction of a 45-unit affordable housing community. Ulysses Development Group, a for-profit developer, through Wood Street Owner LLC, requested \$1,000,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with at least six City HOME units serving households at or below 40 percent of the AMI. Other proposed funding for this project includes permanent debt financing and Low-Income Housing Tax Credit (LIHTC) equity. Total development cost is estimated at \$21,432,982.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact

There is no impact on the General Fund. HOME is a federally funded program. Funding for this CFI is made available from 2025 HOME funds, and a forward allocation of 2026 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department's Capital Improvement Program budget. Loan execution is anticipated for Fiscal Year 2026-27 and the loan will be paid to the developer over a two-year period.

Public Outreach

All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development.

Location

1627 E. Wood Street
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



Authorization to Amend Contract with Community Bridges, Inc. 157666 for Rio Fresco Emergency Shelter Operations (Ordinance S-52809) - District 8

Request to authorize the City Manager, or his designee, to amend current Contract 157666 with Community Bridges, Inc. (CBI) to add \$809,193 in Community Development Block Grant (CDBG-CV) Funds for a new contract total of \$20,180,693 million and to place land use restrictions on the Rio Fresco property for a 10-year period. Further request to authorize the City Controller to disburse all funds related to this item. There is no impact to the General Fund. Funding is available through the City's allocation of CDBG-CV funding.

Summary

CBI provides bridge housing and supportive services to individuals experiencing homelessness at 2425 S. 24th Street Phoenix, AZ 85034. Temporary lodging is provided to individuals experiencing homelessness as CBI moves individuals to either housing or appropriate services with the goal of ending their homelessness. The land use restriction will ensure that the site will be used as an emergency shelter for a period of at least 10 years.

Supportive services are also provided to support long-term success in retaining housing. The additional funding will assist with the continued support to provide or connect participants to a variety of supportive services and facility maintenance and improvement. Facility improvements address critical repairs necessary for the site, including fire safety upgrades and roof replacement.

Contract Term

The current contract term expires June 30, 2026. A land use restriction agreement will ensure Rio Fresco is used for shelter for an additional 10 years as the City is providing funds for facility improvement.

Financial Impact

The value of the contract will increase by \$809,193 and expenditures will not exceed \$20,180,693 million. There is no impact to the General Fund. Funding is available from CDBG-CV.

Concurrence/Previous Council Action

On August 2, 2022, City Council approved Contract 157666 with Ordinance S-48895.
On December 6, 2023, City Council approved additional funding to Contract 157666 with Ordinance S-50360.

On June 4, 2025, City Council approved additional funding to Contract 157666 with Ordinance S-52037.

Location

2425 S. 24th Street
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



Data Sharing and Privacy Agreement Between the Phoenix Union High School District and the City of Phoenix Public Library Department for Access to Educational Information (Ordinance S-52796) - Citywide

Request to authorize the City Manager, or his designee, to enter into a Data Sharing and Privacy Agreement with the Phoenix Union High School District for College Depot's access to protected records. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion of indemnification and assumption of liability provisions that would otherwise be prohibited by Phoenix City Code 42-18.

Summary

Phoenix Public Library's College Depot is a free, full-service college access center located at the Burton Barr Central Library. College planning and re-engagement advisors offer one-on-one appointments to assist Phoenix Union High School students with all the action steps necessary to earn a college degree or an apprenticeship, and host workshops on admissions, financial aid, scholarships, and more.

This agreement will provide College Depot with controlled access to protected information from the Phoenix Union High School District. The information will allow College Depot advisors to offer accurate, targeted, and timely college planning guidance to participating learners. Through this data-sharing framework, College Depot can better identify student needs, track progress, and deliver customized support while maintaining all required privacy and security safeguards.

Contract Term

The agreement will begin on July 1, 2026, for a three-year term with no options to extend.

Financial Impact

There is no financial impact to the City of Phoenix.

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Library Department.



Arizona Parks and Recreation Association Contract - Request for Award (Ordinance S-52805) - Citywide

Request to authorize the City Manager, or his designee, to enter into an agreement with the Arizona Parks and Recreation Association (APRA) to provide ongoing non-profit partner support for the Parks and Recreation Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the agreement will not exceed \$420,000.

Summary

This contract will provide facilitation services and financial coordination services to ensure the successful operation of the Phoenix Summit Challenge and National Trail Trek for the Parks and Recreation Department. As the City's non-profit partner, APRA, is responsible for the lead financial coordination for the events, and for the facilitation of all financial transactions. The source of funding for this event is from revenue generated through participant entry fees, which are collected through the event registration process.

Procurement Information

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition - Unusual Nature - APRA is a 501(c)(6) non-profit organization and is a member-based professional organization that works on behalf of public parks and recreation agencies statewide. APRA provides professional development services, including training, learning, and certification opportunities that support the Phoenix Parks and Recreation Department's mission.

Contract Term

The contract will begin on or about July 1, 2026, for a five-year term with no options to extend.

Financial Impact

The aggregate contract value will not exceed \$420,000 for the five-year aggregate term. Funding is through participant entry fees. There is no General Fund impact.

Responsible Department

This item is submitted by Deputy City Manager Cynthia Aguilar and the Parks and Recreation Department.



Online Mobile Geo-Location Intelligence Services Contract with Placer Labs, Inc. (Ordinance S-52787) - Citywide

Request to authorize the City Manager, or his designee, to contract with Placer Labs, Inc. (Placer) for online mobile geo-location intelligence services to provide economic impact data. Further request to authorize the City Controller to disburse all funds related to this item. The agreement value will not exceed \$167,000 over three years. Funding is available in the Community and Economic Development Department's Downtown Community Reinvestment Fund budget.

Summary

Placer technology utilizes location-based analytics to determine real time foot traffic throughout a city, region and nation. Obtaining this service will allow the Community and Economic Development Department to capture and better understand information related to economic impact, community and tourist visitation trends, commercial visitation trends, and retail leakage. If approved, this contract will allow staff to:

- Identify retail leakage to attract and develop a more robust retail portfolio for underserved markets in Phoenix.
- Monitor and analyze shopping center performance and foot traffic patterns to determine the health of micro and macro retail environments.
- Create specialized marketing strategies to attract regional retail stores and centers, and support Phoenix's unique retail corridors and locally owned businesses.
- Determine visitation patterns and quantify the economic impact of tourism dollars within Phoenix.
- Identify missed opportunities through the discovery of points of interest within Phoenix.
- Support strategic efforts related to the revitalization of struggling shopping centers and retail spaces.
- Assist in the search of creative retail solutions to fill vacant space.
- Understand the impacts online shopping on brick-and-mortar space.
- Analyze visitation patterns and quantify economic and tourism-related activity.

The service includes historical data from 2017 through three days before the current date for any venue, intersection, or point of interest in the United States. Placer provides aggregate data from approximately 30 million mobile devices with a margin of error of approximately 5-8 percent. The service includes 24/7 online access for staff.

This item has been reviewed and approved by the Information Technology Services Department.

The vendor's service agreement requires an exception to Phoenix City Code Section 42-18 to limit the vendor's indemnification of, and liability to, the City at the value of the agreement.

Procurement Information

Staff conducted an informal solicitation in accordance with Administrative Regulation 3.10. Placer proposed the most robust mobile geo-location intelligence services that directly met the requirements of the solicitation.

Contract Term

If approved, the contract term will begin or about June 1, 2026, for a duration of three years.

Financial Impact

The aggregate value of the contract will not exceed \$167,000. Funding is available in the Community and Economic Development Department's Downtown Community Reinvestment Fund budget.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Community and Economic Development Department.



Fiscal Monitoring Services - RFP-CED25-FMS - Request to Award Contract (Ordinance S-52791) - Citywide

Request to authorize the City Manager, or his designee, to contract with Vander Weele Group, LLC for fiscal monitoring services for the Community and Economic Development Department (CEDD). Expenditure is not to exceed \$200,000 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item. Funds are available from Workforce Investment and Opportunity Act (WIOA) funds.

Summary

The City manages several programs to provide essential services to residents. The Consultant will complete the fiscal monitoring for CEDD programs, including but not limited to WIOA funded programs. To maintain compliance with federal and state grant regulations, CEDD is required to perform fiscal monitoring of its providers and contractors. The Consultant will conduct fiscal monitoring for these regulated programs and deliver written reports of the results. The fiscal monitoring process will:

- Determine whether the contractors possess the proper policies, procedures, and practices to meet the fiscal requirements of their contracts with the City.
- Confirm compliance with federal, state, and local requirements.
- Ensure the integrity, accuracy and completeness of the financial data presented to the City.

Procurement Information

The Fiscal Monitoring Services Request for Proposals (RFP-CED25-FMS) was issued on December 11, 2025, and conducted in accordance with Administrative Regulation 3.10. Five proposals were received, four of which were responsive to the RFP's requirements. An evaluation panel scored the responsive proposals based on the following criteria:

- Primary Consultant's Qualifications and Experience (0-300 points).
- Proposer's Qualifications and Experience (0-275 points).
- Approach to Scope of Work (0-225 points).
- Fees (0-200 points).

Staff recommends the proposal offered by Vander Weele Group, LLC as the highest-scoring, responsive, and responsible proposal.

Contract Term

The term of the contract will begin on or about July 1, 2026, and end June 30, 2028, with three one-year options to extend. Each extension option may be exercised by the City Manager, or his designee.

Financial Impact

The aggregate contract value will not exceed \$200,000. Funds are available in the WIOA federal grant operating budget.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Community and Economic Development Department.



Arizona Department of Economic Security Industry-Driven Skills Training Fund Grant and Advanced Manufacturing Employer Contracts (Ordinance S-52794) - Citywide

Request to authorize the City Manager, or his designee, to enter into an intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) and accept up to \$5 million in grant funding for Industry-Driven Skills Training Fund Programs. Further request authorization to enter into agreements with employers to implement the Industry-Driven Skills Training program, authorize the City Controller to disburse all fund related to this item and authorize the City Treasurer to accept funds associated with this request.

Summary

In August 2025, the U.S. Department of Labor launched the Industry-Driven Skills Training Fund Grant (Industry Skills Grant) through Training and Employment Guidance Letter No. 02-25, establishing a new national initiative under the Workforce Innovation and Opportunity Act to support employer-led, outcomes-based workforce training. The program is designed to ensure local employers define and drive training that meets critical workforce needs, strengthens talent pipelines, and up-skills workers using industry-recognized standards. DES applied for this competitive funding opportunity and was awarded \$5 million for a three-year project beginning in September 2025. The City of Phoenix Community and Economic Development Department, on behalf of the Phoenix Business and Workforce Development Board, has been designated as a subrecipient of the state award. DES's initial allocation to the City is \$1,630,647, which represents the City's guaranteed allocation under the Grant. DES is expected to make additional grant funding available, for which Phoenix may be eligible in the near future.

The Industry Skills Grant will provide targeted support to Phoenix advanced manufacturing employers seeking to strengthen and upskill their existing workforces. This funding is designed to address critical skill gaps within the sector by supporting training that enhances employee capabilities, improves company competitiveness, and helps businesses retain experienced talent. The grant will also support workers in gaining industry-recognized skills needed to remain competitive in a rapidly evolving labor market.

To be eligible, employees must have at least six months of tenure with an employer and all training must result in measurable skills advancement. The grant enables employers to prepare their workforces for emerging technologies and evolving industry demands by funding industry recognized credentials, certifications, and technical training programs, as well as other employer-driven upskilling activities. Through this grant, employers are eligible to receive up to 80 percent reimbursement for approved training costs, with the required 20 percent employer match that can be met through financial contributions or in-kind support. In-kind contributions may include wages paid to employees while attending training, or other non-cash resources such as facility access, equipment, or staff time dedicated to implementing or supporting training.

Financial Impact

Total grant expenditures will not exceed funding provided by the DES Industry Skills Grant. The initial Phoenix Business and Workforce Development Board allocation is \$1,630,647, with the potential for a total aggregate of \$5,000,000. There is no impact to the General Fund.

Concurrence/Previous Council Action

- The Phoenix Business and Workforce Development Board approved entering into an IGA with DES to administer the Industry Skills Grant on January 8, 2026.
- The Economic Development and the Arts Subcommittee meeting recommended approval on April 8, 2026 by a vote of 4-0.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Community and Economic Development Department.



Laboratory and Medical Equipment, Supplies, Services, and Reagents - COOP 26-0212 - Request for Award (Ordinance S-52788) - Citywide

Request to authorize the City Manager, or his designee, to enter into a contract with Thomas Scientific Holdings, LLC dba Arrowhead Forensics to provide Laboratory and Medical Equipment, Supplies, Services and Reagents for the Police Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$403,350.

Summary

This contract will provide a wide variety of laboratory and medical equipment, supplies, chemicals, reagents and related services for the Police Department. Forensic equipment and supplies are an integral part of the Police Department to accurately and efficiently process crime scenes, collect and impound evidence and analyze items of evidence related to criminal investigations. In addition, this equipment is a critical part of the Police Department's efforts to provide life safety services to the public and for use in critical incidents and complicated scenes.

Procurement Information

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Alternative Competition. The Maricopa County agreement covers the purchase of forensic, laboratory, medical and reagent supplies as required by the Police Department, offering the best prices and aligning with the City's terms and conditions. The agreement was awarded using a competitive process consistent with the City's procurement processes set forth in the Phoenix City Code, Chapter 43.

Contract Term

The contract will begin on or about September 1, 2026, and expire on August 31, 2030, with a one-year option to extend.

Financial Impact

The aggregate contract value will not exceed \$403,350 for the five-year aggregate term. Funding is available in the Police Department's operating budget.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Police Department.



Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (Ordinance S-52801) - Citywide

Request to authorize the City Manager, or his designee, to allow the Police Department to apply for, accept and enter into an agreement with the Bureau of Justice Assistance and Intergovernmental Agreements with Maricopa County and the City of Mesa, for the Fiscal Year (FY) 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in an amount not to exceed \$1,411,234. Further request City Council grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion of indemnification and assumption of liability provisions in the documents pertaining to this transaction that otherwise would be prohibited by Phoenix City Code 42-18, and for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

The City has received funding through this grant program for the past several years. The Police Department was informed of the availability of these funds on March 13, 2026. The Police Department will manage this grant, which will involve administering the funding to the eligible local agencies, programmatic and financial reporting, as well as initiating the intergovernmental agreements associated with the grant awards.

The FY 2025 JAG grant application is due on April 28, 2026. It is proposed the City of Phoenix will receive \$1,113,419, Maricopa County will receive \$112,217 and the City of Mesa will receive \$185,598 for a total award of \$1,411,234.

The proposed budgetary allocations for the City of Phoenix includes \$208,000 to the Parks and Recreation Department for Project Bringing Reality About Violence Education (BRAVE). Project BRAVE is a violence prevention and education program that was created with the goal of decreasing violence in our community through awareness and leadership training activities. The project provides comprehensive workshops held at various sites, non-profit agencies and after school programs.

Police staff propose to use the remaining \$905,419 in grant award funding to purchase training software for emergency call-taking and radio dispatch simulations, grappler equipment, ballistic helmets, DNA analysis services, storage boxes used in evidence

preservation, laptops, scanners used in accident reconstruction, and other equipment needed to provide safety to officers and citizens.

Contract Term

The contract term is October 1, 2024 through September 30, 2029.

Financial Impact

No matching funds are required.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays, Deputy City Manager Cynthia Aguilar, and the Police and the Parks and Recreation departments.



Cyclone Equipment, OEM Parts and Repair Services - RFA 26-0229 - Request for Award (Ordinance S-52772) - Districts 1, 8, & Out of City

Request to authorize the City Manager, or his designee, to execute a contract with Cyclone Technology LLC (Cyclone) to provide equipment, equipment upgrades, parts, and repair services for the Aviation Department's existing runway rubber, paint, coating removal, and hard surface cleaners at Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and Phoenix Goodyear Airport (collectively, Airports) on an as-needed basis. Further request to authorize the City Controller to disburse funds for purposes of this Ordinance. The total cost of the contract will not exceed \$2 million.

Summary

The contract will provide proprietary replacement parts and components to support the Aviation Department's existing specialized equipment for runway rubber and paint removal. Cyclone owns all intellectual property rights and is the sole supplier of its products. This equipment supports Airport pavement maintenance activities necessary to comply with Federal Aviation Administration regulations.

Procurement Information

According to Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances-Without Competition.

Contract Term

The term of the contract is five years and will begin on or about June 1, 2026. There are no options to extend the term.

Financial Impact

The total cost of the contract will not exceed \$2 million over the five-year term of the contract.

Funding is available in the Aviation Department's operating budget.

Location

Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road

Phoenix Deer Valley Airport, 702 W. Deer Valley Road

Phoenix Goodyear Airport, 1658 S. Litchfield Road, Goodyear, AZ

Council Districts: 1,8, and Out of City

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Aviation Department.



Accessible Visual Inclusion Services Contract - RFA 26-0277 Request for Award (Ordinance S-52782) - Districts 1, 8, & Out of City

Request to authorize the City Manager, or his designee, to execute a contract with ReBokeh Vision Technologies, Inc. (ReBokeh) to provide accessibility options through visual inclusion technology for individuals with visual impairments for Phoenix Sky Harbor International Airport (PHX), Phoenix Deer Valley Airport, and Phoenix Goodyear Airport (collectively, the Airports). Further request to authorize the City Controller to disburse all funds related to this item. The total cost of the contract will not exceed \$135,000.

Summary

The Airports are committed to providing an accessible experience to the disabled community. PHX currently offers the AIRA program, which provides blind and visually impaired passengers with access to enhanced visual information and real-time assistance to successfully navigate PHX through a smartphone application connected to specially trained professional agents.

ReBokeh offers a smartphone application with additional features beyond AIRA, including customizable screen settings (zoom, color contrast, brightness), and AI-generated image descriptions for wayfinding and other visual interpretation needs. ReBokeh will be offered at no cost to passengers and support the City of Phoenix's goal of becoming the most accessible city in the nation.

Procurement Information

According to Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition/Unusual Nature. ReBokeh has a proven record in museums, zoos, aquariums, and presidential libraries.

Contract Term

The term of the contract will begin on or about May 1, 2026. The term is three years with two one-year options to extend the term, for a five-year aggregate term. The options to extend may be exercised at the sole discretion of the Aviation Director.

Financial Impact

The total cost of the contract will not exceed \$135,000 over the five-year aggregate term of the contract.

Funding is available in the Aviation Department's operating budget.

Concurrence/Previous Council Action

The Phoenix Aviation Advisory Board

- Recommended approval of this item on March 19, 2026, by a vote of 8 to 0.

The Transportation, Infrastructure and Planning Subcommittee

- Recommended approval of this item on April 15, 2026, by a vote of 4 to 0.

Location

Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road

Phoenix Deer Valley Airport, 702 W. Deer Valley Road

Phoenix Goodyear Airport, 1658 S. Litchfield Road, Goodyear, Ariz.

Districts: 1, 8, and Out of City

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Aviation Department.



Voluntary Acquisition of Improved Real Property Located at 121 S. 28th Street for Phoenix Sky Harbor International Airport (Ordinance S-52808) - District 8

Request to authorize the City Manager, or his designee, to perform all acts necessary to acquire all rights, title and interest to improved real property located at 121 S. 28th Street within the City's appraised value plus usual and customary closing costs. The acquisition is through a voluntary acquisition process from Venture 201, LLC (Venture 201), an Arizona limited liability company. Further, request authorization to execute a lease, provide relocation assistance as federally allowed and to execute other agreements as may be necessary to, and in furtherance of, this acquisition. Additionally, request authorization for the City Controller to disburse, and for the City Treasurer to accept, all funds related to this item.

Summary

The real property to be acquired is strategically located north of Phoenix Sky Harbor International Airport's north airfield operations and is within the Airport's North Voluntary Property Acquisition Program.

The real property is owned by Venture 201, consists of one parcel, is approximately 1.6 acres and neighbors Aviation-controlled property. The real property is improved with an approximately 31,645 square foot office and warehouse building, a covered parking structure, a former railroad loading dock, and fencing. The property is currently occupied by Allied Group Sales. The Aviation Department will lease 121 S. 28th Street to the occupant for a term of 24 months, at a rental rate based on market rent, to allow the occupant time to relocate. Once the property is acquired and vacated, the Aviation Department will determine whether to occupy the property for its own use or to demolish the improvements.

The parcel to be acquired is identified by Maricopa County Assessor's Parcel Number 121-60-006.

Financial Impact

Funding is available in the Aviation Department's Capital Improvement Program.

Location

121 S. 28th Street
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Aviation and Finance departments.



Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Processor Improvements - Professional Services Amendment - AV13000004 (Ordinance S-52776) - District 8

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 162467 with M. Arthur Gensler Jr. & Associates, Inc. to provide additional professional services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Processor Improvements project. Further request to authorize execution of amendments to the Agreement as necessary within the City Council-approved expenditure authority provided below, and further authorize the City Controller to disburse all funds related to this item. The additional fee for services included in the amendment will not exceed \$4 million.

Summary

The purpose of the project is to improve the Terminal Processor and Baggage Handling System at Phoenix Sky Harbor International Airport Terminal 3. The project consists of modifications to the passenger check-in process and improvements to baggage handling system operations.

M. Arthur Gensler Jr. & Associates, Inc.'s services include general project administration, schematic design/pre-design, preliminary design through complete construction documents and specifications, commissioning, cost analysis, and possible construction administration and inspection.

The amendment is necessary to increase the spending authority to allow for the additional professional design services of modifications to the passenger check-in process and improvements to the baggage handling system operations. The amendment will advance the design from 30 percent design to 100 percent design. The amendment will also provide additional funds to the Agreement.

Contract Term

The original term of the Agreement remains unchanged. Work scope identified and incorporated into the Agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the Agreement. No additional changes may be executed after the end of the term.

Financial Impact

- The initial Agreement for Professional Services was approved for an amount not to exceed \$2 million, including all subconsultant and reimbursable costs.
- An amendment increased the Agreement by an additional \$8 million, for a new total amount not to exceed \$10 million, including all subconsultants and reimbursable costs.
- This amendment will increase the Agreement by an additional \$4 million, for a new total amount not to exceed \$14 million, including all subconsultant and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to Agreement limits for all rendered Agreement services, which may extend past termination of the Agreement.

Concurrence/Previous Council Action

The City Council approved:

- Professional Services Agreement 162467 (Ordinance S-51627) on Feb. 5, 2025.
- Professional Services Amendment 1 to Agreement 162467 (Ordinance S-51803) on April 9, 2025.
- Construction Manager at Risk Services Agreement 163594 (Ordinance S-52144) on July 2, 2025.

Location

2485 E. Buckeye Road
Council District: 8

Responsible Department

This item is submitted by Deputy City Managers Frank McCune and Amber Williamson, the Aviation Department and the City Engineer.



Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Apron - Design-Bid-Build Services - AV08000087 FAA (Ordinance S-52792) - District 8

Request to authorize the City Manager, or his designee, to accept J. Banicki Construction, Inc. as the lowest-priced, responsive, and responsible bidder and to enter into an agreement with J. Banicki Construction, Inc. for Design-Bid-Build Services for the Phoenix Sky Harbor International Airport Terminal 3 North Concourse 2 Apron project. Further request to authorize the City Controller to disburse all funds related to this item. The fee for services will not exceed \$10,811,073.34.

Summary

The purpose of the project includes site grading and subgrade compaction and concrete paving for the apron areas located north and west of the new Terminal 3 North Concourse 2 at Phoenix Sky Harbor International Airport.

J. Banicki Construction, Inc.'s services include encompassing pavement layout and design, site grading, subgrade preparation or compaction, and the construction of storm drain structure lids only, which will be performed in coordination with the CMAR contractor.

The selection was made using an Invitation for Bids procurement process set forth in section 34-201, Arizona Revised Statutes. Five bids were received on March 3, 2026, and were sent to the Equal Opportunity Department for review to determine subcontractor eligibility and contractor responsiveness to program requirements.

The Opinion of Probable Cost and the three lowest responsive, responsible bidders are listed below:

Opinion of Probable Cost: \$10,481,074.02

J. Banicki Construction, Inc.: \$10,811,073.34

Kiewit Infrastructure West Co.: \$12,270,786.00

Combs Construction Company, LLC: \$13,260,040.50

The bid award amount is within the total budget for this project.

Contract Term

The term of the agreement is 305 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The cost of the agreement for J. Banicki Construction, Inc. will not exceed \$10,811,073.34, including all subcontractor and reimbursable costs.

The project will use federal funds and is subject to the requirements of 49 Code of Federal Regulations Part 26 and the U.S. Department of Transportation. Funding is available in the Aviation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past termination of the agreement.

Location

2485 E. Buckeye Road
Council Districts: 8

Responsible Department

This item is submitted by Deputy City Managers Frank McCune and Amber Williamson, the Aviation Department and the City Engineer.



Phoenix Sky Harbor International Airport Terminal 4 Baggage Handling System Upgrades - Architectural Services Amendment - AV21000109 (Ordinance S-52795) - District 8

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 157695 with BNP Associates, Inc. to provide additional architectural services, which include design and construction administration and inspection services for the Phoenix Sky Harbor International Airport Terminal 4 Baggage Handling System Upgrades project. Further request to authorize execution of additional amendments to the Agreement as necessary within the City Council-approved expenditure authority as provided below, and to authorize the City Controller to disburse all funds related to this item. The additional fee for services included in the amendment will not exceed \$3.7 million.

Summary

The purpose of the project is to modernize the Phoenix Sky Harbor International Airport Terminal 4 (T4) Baggage Handling System (BHS). The project is necessary because the BHS used by American Airlines and the international airline carriers in T4 is largely obsolete and operating on controls using technology that is at end of life as it is more than 25 years old.

The amendment is necessary for the modernization of T4 BHS - specifically for the design services for the T4 North and T4 Re-Check BHS systems modernization. The amendment will provide additional funds and time to the Agreement.

Contract Term

The term is two years from the issuance of the amendment Notice to Proceed through June 30, 2030. Work scope identified and incorporated into the Agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the Agreement. No additional changes may be executed after the end of the term.

Financial Impact

- The initial Agreement for Architectural Services 157695 was approved for an amount not to exceed \$1.5 million, including all subconsultant and reimbursable

costs.

- Amendment 1 to the Agreement was approved for an additional amount not to exceed \$5 million, including all subconsultant and reimbursable costs.
- Amendment 2 to the Agreement was approved for an additional amount not to exceed \$5 million, including all subconsultant and reimbursable costs.
- This amendment will increase the cost of the Agreement by \$3.7 million, for a new total amount not to exceed \$15.2 million, including all subconsultant and reimbursable costs.

Funding for the amendment is available in the Aviation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to Agreement limits for all rendered Agreement services, which may extend past termination of the Agreement.

Concurrence/Previous Council Action

The City Council approved:

- Architectural Services Agreement 157695 (Ordinance S-49328) on Jan. 25, 2023.
- Construction Manager at Risk Services Agreement 157694 (Ordinance S-49323) on Jan. 25, 2023.
- Architectural Services Agreement 157695 Amendment (Ordinance S-50048) on July 3, 2023.
- Construction Manager at Risk Services Agreement 157694 Amendment (Ordinance S-50050) on July 3, 2023.
- Architectural Services Agreement 157695 Amendment (Ordinance S-50916) on May 29, 2024.
- Construction Manager at Risk Services Agreement 157694 Amendment (Ordinance S-50915) on May 29, 2024.
- Construction Manager at Risk Services Agreement 157694 Amendment (Ordinance S-52495) on Dec. 17, 2025.

Location

2485 E. Buckeye Road
Council District: 8

Responsible Department

This item is submitted by Deputy City Managers Frank McCune and Amber Williamson, the Aviation Department and the City Engineer.



Amend City Code - Proposed Solid Waste Service Rate Increase (Ordinance G-7510) - Citywide

Request the City Council to amend Phoenix City Code Section 27-48 to increase residential solid waste service rates, including an increase to the monthly curbside green organics collection subscription fee. The last residential solid waste rate adjustment was approved in 2020, and the green organics collection subscription fee was established in 2012. The Solid Waste Management Program (Program) is considered an Enterprise Fund and does not receive support from the General Fund. The majority of expenses are recovered by the monthly residential solid waste rate. Since the last residential rate adjustment approved by City Council in February 2020, the Program has experienced substantial inflationary cost increases for staff (32 percent), trucks (52 percent), and construction (40 percent).

Summary

This report outlines the current status of the Program's inflation-driven cost increases affecting operations, public outreach efforts conducted by the Program and the recommendation to increase the monthly residential solid waste rate. Additionally, Staff recommends reviewing all other solid waste rates and services, which includes the Commercial Gate Rate and Director-approved rates. Evaluating the current service delivery will help stabilize the Program's fund and reduce future residential rate adjustments.

Public Works, in conjunction with the Finance Department, developed a financial plan to identify the revenue needed to support the Program's operating budget, capital infrastructure, vehicle replacement, and debt service requirements. The proposed rate adjustment addresses a substantial structural deficit of up to \$20.8 million in Fiscal Year 2025-26 and helps ensure the health and resiliency of the Program. Ensuring the Program has adequate funding safeguards resident expectations about reliable solid waste collection and processing for the City while also keeping the City free of litter and debris. The final recommended rate increase includes an inflationary factor for future years. This inflationary factor is necessary to keep pace with rising operational costs and help reduce the likelihood of future large residential rate increases.

On October 20, 2025, the Solid Waste Rate Advisory Committee met to review the Solid Waste Fund and assess a 2024 Cost-of-Service Model prepared by NewGen Strategies and Solutions. After evaluating the rising costs of labor, equipment, and infrastructure, it was determined that a solid waste rate adjustment is required to maintain service. The Solid Waste Rate Advisory Committee unanimously approved staff's proposed recommendation for a multi-year rate increase, an inflation adjustment, and an increase to the green organics collection subscription fee for consideration by the City Council.

Background

Public Works provides essential Citywide services to support a safe, clean, and visually appealing environment through solid waste collection, disposal, recycling, composting, and public education. Public Works provides solid waste collection and post-collection services to more than 425,000 rate-paying customers. Delivering these essential services requires a significant investment in personnel, fleet, and infrastructure, including 626 full-time employees and 656 trucks and pieces of heavy equipment. These resources are necessary to ensure proper disposal of waste that meets all regulatory requirements.

In Fiscal Year 2024-25, solid waste collection vehicles traveled nearly five million miles and collected and processed more than one million tons of material at two City-owned transfer stations, two materials recovery facilities, and one compost facility. Public Works also owns and operates the State Route 85 Landfill in Buckeye, Arizona (60 miles from downtown Phoenix), and manages the maintenance and regulatory oversight for five closed landfills within the City.

In April 2016, the City Council adopted a goal to achieve zero waste by 2050. Public Works remains committed to that goal and continues to advance its programs and services designed to achieve 50 percent waste diversion by 2030 and zero waste by 2050. As of Fiscal Year 2024-25, the City's waste diversion rate is 33.3 percent, above the U.S. Environmental Protection Agency's average national diversion rate of 32.1 percent. These goals support the City's 2021 Climate Action Plan by increasing material reuse and enhancing recycling efforts to reduce landfill disposal.

The Program operates as an Enterprise Fund and is responsible for covering all related expenses, including operations, capital improvement projects, debt service, and indirect costs. Revenues are generated primarily from monthly residential service fees, disposal fees charged at the transfer stations and landfill, and the sale of recycled materials. Approximately 86 percent of the Program's funding comes from the monthly residential solid waste rate. Phoenix City Code Chapter 27 establishes residential collection service for dwelling units defined as single dwelling units;

buildings with fewer than five dwelling units, including duplex, triplex, and fourplex units; multi-family dwelling units with five to 30 units; mobile home parks; townhomes; and condominiums. Unlike many other municipalities, the City does not provide solid waste collection services to commercial or industrial establishments or to any building with more than 30 multi-family dwelling units.

Since the last Council-approved rate adjustment in 2020, the Program has experienced significant increases in operational costs and is projecting a budget shortfall in the current fiscal year. Since 2020, the average cost of living in the United States has increased by approximately 25 percent, based on official inflation measures. To address these financial challenges, staff recommends a proposed multi-year rate adjustment to ensure the program can continue providing reliable service and meet regulatory compliance requirements for operating and maintaining critical solid waste infrastructure, including active and closed landfills, the compost facility, materials recovery facilities, and transfer stations.

Proposed Solid Waste Rate Adjustment

A report on the City's Solid Waste Financial Status and Rate Update was presented to City Council during the February 10, 2026, Policy Session (**Attachment A**). As required by Arizona Revised Statutes (ARS), section 9-499.15, the Notice of Intent to consider an increase in residential solid waste rates was posted on February 10, 2026.

Residential solid waste rates are established by Phoenix City Code Chapter 27. The current monthly residential solid waste rate is \$37.32, which includes the final two-percent inflationary increase approved in 2020, which took effect on January 1, 2026. Additionally, Public Works offers a subscription-based weekly curbside green organics collection service. The current subscription fee for weekly curbside green organics collection with a 90-gallon container is \$5 per month per container. This rate has remained unchanged since 2012.

Since the last residential rate adjustment approved by City Council in February 2020, the Program has experienced substantial cost increases across key operational areas. Staff costs have increased by approximately 32 percent, primarily attributed to the City's recent Class and Compensation Study and rate adjustments made in 2023 to ensure that City staff's pay is in line with regional pay for similar work. Vehicle and equipment costs have increased by 52 percent, and construction-related costs to maintain critical infrastructure have increased by 40 percent. Despite implementing operational efficiencies and deferring vehicle replacements and infrastructure projects, the Program is projected to experience a budget shortfall of up to \$20.8 million in the current Fiscal Year and is forecasted to be drawn close to zero by Fiscal Year 2027-28.

The proposed solid waste rate adjustment was calculated by assessing current expenditures and revenues, as well as identifying future capital improvement needs, along with maintaining a continued fund balance of \$50 million, based upon a best practice recommendation from the Finance Department. The final recommended solid waste adjustment is projected to generate approximately \$72 million for the Solid Waste Fund over a three-year period. Beginning in year four, July 2029 through June 2034, staff will provide City Council with an annual update of the Program's Fund and determine if an inflationary adjustment is necessary, and what percentage, not to exceed five percent. The included inflation rate aims to maintain long-term fund stability and reduce the necessity for significant future residential rate increases. The inflationary factor is based upon the previous five-year average Consumer Price Index increase for garbage and trash collection as reported by the U.S. Bureau of Labor Statistics for the Garbage and Trash Collection price Index.

If a solid waste rate adjustment is not implemented for Fiscal Year 2026-27, the City's ability to provide solid waste collection and post-collection services will be severely impacted, resulting in significant service reductions, staff reassignments or layoffs. These impacts would compromise the City's ability to maintain reliable services; meet Council-adopted zero waste goals; adequately operate and maintain critical solid waste infrastructure; and comply with Phoenix City Code Chapter 27, Maricopa County Environmental Health Code, Arizona Department of Environmental Quality rules, and U.S. Environmental Protection Agency regulations.

Public Outreach

Public Works published a dedicated webpage for the 2026 Proposed Solid Waste Rate Adjustment (phoenix.gov/swrate2026). The webpage provided comprehensive information, available in English and Spanish, about the proposed rate, including an overview of the proposal, details of the multi-year rate adjustment, community information session dates, a link to a customer survey, timeline of the rate adjustment process, Frequently Asked Questions, and important documents and recordings of meetings related to the rate adjustment discussion. The webpage was launched on February 10, 2026, and generated 4,743 visits from its launch through March 31, 2026. The webpage remains published on phoenix.gov.

Public Works hosted eleven Community Information Sessions. A total of 83 residents attended the sessions. Residents who attended the information sessions were engaged and asked many questions about current solid waste operations. Feedback received from these community meetings includes incorporating additional lower rates for residents who generate less trash; increasing the Save As You Reduce and Recycle (SAYR&R) monthly discount; concerns with residents contaminating recycle containers; and Appointment-Based Bulk Trash Collection Model concerns. Meeting

summaries from eleven hosted community information sessions are in **(Attachment B)**. Public Works staffed an outreach table at 12 City community budget hearings and also participated in and presented at 12 additional neighborhood, council-hosted, block watch, and business meetings, engaging approximately 225 attendees.

The proposed solid waste adjustment information was also included in City Council newsletters. In addition to the community information sessions, Public Works coordinated several outreach efforts through a mix of digital communication, including targeted messaging on the City's website, social media platforms, email campaigns, newsletters, and radio and TV interviews. An overview of outreach efforts and public engagement activities completed is outlined in **(Attachment C)**.

Public Works received 94 emailed comments and six phone calls from customers sharing feedback on the proposed solid waste rate adjustment. Many of the comments expressed concern about affordability and offered solutions to maintain service quality while easing the financial impact on households.

A survey was created to gather input and allow feedback from single-family residential customers regarding the proposed solid waste rate increase. The survey was made accessible to residents via the dedicated solid waste rate webpage, via City social media channels, at community meetings and engagements, as well as through survey cards distributed by each of the City transfer station scale houses, and through Solid Waste Environmental Specialists conducting field calls throughout the City.

A total of 6,729 participants completed the Solid Waste Rate survey. Most respondents (71.6 percent) reported being satisfied with City of Phoenix Solid Waste services, including 41.4 percent of respondents who said they were 'very satisfied'. Customers are split between the importance of receiving weekly recycling collection service. Of respondents who do not value weekly recycling collection (52.7 percent), the vast majority (82.9 percent) noted they are interested in the City researching the potential to transition to an every-other-week recycle collection model to potentially reduce future rate increases. 59.7 percent of respondents are interested in the City researching alternative service methods, such as reducing the number of annual bulk trash collections and/or establishing a separate rate for bulk trash collection to potentially reduce future rate increases. Survey respondents (59.1 percent) are willing to pay the proposed rate to continue services that keep the community clean and safe, such as illegal dumping support, household hazardous waste collection, and encampment cleanups.

In response to the feedback received by the community, staff is committed to exploring all of these options and others, along with working with Arizona State University to

undertake a benchmark study of municipal solid waste collection services to better understand industry trends and identify best practices that can be utilized to reduce future rate impacts.

A total of 1,045 written responses were received to the survey question: “Is there anything else you would like us to know?” The dominant themes from these written responses were:

- Concern with the overall cost of the proposed rate adjustment and customers' ability to afford the increased costs.
- Dissatisfaction with the transition to the Appointment-Based Bulk Trash Collection model.
- Distrust of recycled materials being recycled.
- Service quality (missed collections, broken cans, driver behavior, inconsistent collection times).
- Illegal dumping, encampment, and alley cleanliness. Request for more enforcement and City to clean alleys.
- Service customization.

Recommendation

Since presenting the initial multi-year rate recommendation at the February 10, 2026, Policy Session, staff reviewed feedback from the Community Solid Waste Rate Information Sessions and the customer survey. Considering community and City Council feedback and concerns, and staff's continued efforts to identify operational efficiencies, the original three-year rate recommendation has been reduced from \$17 to \$14.

The final rate recommendation includes a \$5 monthly increase, effective the first bill day of July 2026 (\$42.32), followed by an additional \$5 increase, effective the first bill day of July 2027 (\$47.32), and a \$4 increase, effective the first bill day of July 2028 (\$51.32). The recommendation includes an annual inflationary adjustment not to exceed five percent, to be applied from July 1, 2029, through June 30, 2034. This annual inflationary adjustment will help minimize future double digit rate increases. Additionally, eligible customers participating in the curbside green organics program would pay one-quarter of the applicable monthly residential solid waste rate, effective the first bill day of July 2026 (\$10.58). The final rate recommendation includes increasing the current SAYR&R monthly discount from \$3 to \$5 per month. Effective July 2026, the monthly rate for a 60-gallon container will be \$37.32. The final rate recommendation is **less** of an increase than the rate proposed by the City in the 60- and 15-day notices posted pursuant to ARS § 9-499.15, and City Administrative Regulation 1.98. See **(Attachment D)** for proposed ordinance revisions reflecting

these rates.

With these rate changes, including the inflationary factor, the current structural deficit in the Program's fund will be addressed, enabling a positive balance in future years. This will directly help stabilize the fund and allow for smaller rate adjustments for residential customers in the future. Public Works also recommends continuing to evaluate current services, revenue sources, such as the Commercial Gate Rate, and Director-approved solid waste rates, as potential ways to reduce future residential rate adjustments. Staff will assess the feasibility of implementing future service changes across the City that may lead to operational cost savings. The Department will also evaluate customer service impacts from these changes, and present findings to the City Council for future consideration.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Public Works Department.



Solid Waste Financial Status and Rate Update - Citywide

This report provides an update on the Public Works Department's Solid Waste Management Program and presents the financial status of the Solid Waste Fund, including current operational impacts and a proposed strategy to address rising costs and ensure the long-term viability of solid waste services.

THIS ITEM IS FOR INFORMATION AND DISCUSSION.

Summary

The Public Works Department's Solid Waste Management Program provides essential Citywide services to support a safe, clean, and visually appealing environment through the collection, disposal, recycling, composting, and public education related to the community's solid waste stream. The Solid Waste Division provides solid waste collection and post-collection services to more than 425,000 rate-paying customers. Delivering these essential services requires a substantial investment in personnel, fleet, infrastructure, and regulatory compliance, including 626 full-time employees and approximately 656 trucks and pieces of heavy equipment.

In Fiscal Year 2024-25, solid waste collection vehicles traveled nearly five million miles, and collected and processed more than one million tons of material at two City-owned transfer stations, two Materials Recovery Facilities, and one compost facility. The Department also owns and operates the State Route 85 Landfill in Buckeye, Arizona (60 miles from Phoenix), and is responsible for the maintenance and regulatory oversight of five closed landfills within the City.

In April 2016, the City Council adopted a goal to achieve zero waste by 2050. The Department remains committed to achieving this goal and is advancing programs and services designed to reach 50 percent waste diversion by 2030 and zero waste by 2050. As of Fiscal Year 2024-25, the City's waste diversion rate is 33.3 percent, above the Environmental Protection Agency national diversion rate of 32.1 percent. These goals align with the City's Climate Action Plan and focus on increasing material reuse and enhancing recycling efforts to further reduce landfill disposal.

The Solid Waste Management Program operates as an enterprise fund, covering all related expenses, including operations, Capital Improvement Projects, debt service, and indirect costs. Revenues for the Solid Waste Program are generated by three major sources: (1) monthly fees charged for residential household service; (2) disposal fees charged at the transfer stations and landfill; and (3) the sale of recycled materials. Approximately 86 percent of the division's funding is generated from the residential solid waste monthly fee. Chapter 27 of the Phoenix City Code defines residential collection for dwelling units defined as single dwelling units; buildings with less than five dwelling units, including duplex, triplex, and fourplex units; multi-family dwelling units between five and 30 units; mobile home parks, townhomes and condominiums. Unlike many other municipalities, the City does not provide solid waste collection services to commercial or industrial establishments or to any building with more than 30 multi-family dwelling units.

Since the last Council-approved rate adjustment in 2020, the Solid Waste Management Program has experienced significant increases in operational costs and is projecting a budget shortfall in the current fiscal year. Since 2020, the average cost of living in the United States has increased by approximately 25 percent, based on official inflation measures. To address these financial challenges, a proposed multi-year fee adjustment is recommended to ensure the program can continue providing reliable service and meet regulatory compliance requirements for operating and maintaining critical solid waste infrastructure, including active and closed landfills, the compost facility, materials recovery facilities, and transfer stations.

Discussion

Residential solid waste fees are established by Chapter 27 of the Phoenix City Code and are assessed based on the number of living units, containers serviced, and associated operational costs. The current monthly residential solid waste fee is \$37.32, which includes the final two-percent inflationary increase approved in 2020 that took effect on January 1, 2026.

The Public Works Department offers a subscription-based weekly curbside green organics collection service. The program, launched in 2012, is available to properties located within established areas of the City with significant vegetation. The current subscription fee for weekly curbside green organics collection (90-gallon container) is \$5 per month per container. This fee has not been updated since 2012.

Since the last residential rate adjustment approved by City Council in February 2020, the division has experienced substantial cost increases across key operational areas. Staff costs have increased by approximately 32 percent, primarily attributed to the City's recent Class and Compensation Study and rate adjustments made in 2023.

Vehicle and equipment costs have increased by 52 percent, and construction-related costs to maintain critical infrastructure have increased by 40 percent. Despite receiving \$20 million in excise tax bond funding in 2024, implementing operational efficiencies and deferring vehicle replacements and infrastructure projects, the Solid Waste Fund is projected to experience a budget shortfall of up to \$20.8 million in the current Fiscal Year and is forecasted to be drawn close to zero by Fiscal Year 2027-28.

On October 20, 2025, the Solid Waste Rate Advisory Committee met to review the financial status of the Solid Waste Fund and evaluated a 2024 Cost-of-Service Model prepared by NewGen Strategies and Solutions. After evaluation of increased labor, equipment, and infrastructure costs, it was determined that a solid waste rate adjustment was required to maintain service. The Cost-of-Service Model was updated using the most recent budget and billing data and determined that current rates are insufficient to recover the full cost of service. The Solid Waste Rate Advisory Committee unanimously approved staff's proposed recommendation for a multi-year rate increase, an inflationary adjustment, and an increase to the green organics collection subscription fee for consideration by the City Council.

The proposed solid waste fee adjustment was determined by identifying current expenditures and revenues, including the minimum operating reserve requirement (\$50 million) as well as future capital improvement needs. The proposed rate adjustment includes a \$6 monthly increase effective the first bill-day of July 2026 (\$43.32), followed by an additional \$6 increase effective the first bill-day of July 2027 (\$49.32), and a \$5 increase effective the first bill-day of July 2028 (\$54.32). The recommendation includes an annual inflationary adjustment not to exceed five percent, to be applied from July 1, 2029 through June 30, 2034. Staff will review and discuss the required inflationary rate increase with Council annually prior to implementation. Additionally, eligible customers participating in the curbside green organics program would pay one-quarter of the applicable monthly residential solid waste rate.

The proposed adjustments are expected to generate approximately \$87.8 million for the Solid Waste Fund over a three-year period. Beginning in year four, the inflation rate would be reviewed annually and will not exceed five percent. The inflation rate is intended to support long-term fund stability while minimizing the need for larger residential rate increases.

If a solid waste rate adjustment is not implemented for Fiscal Year 2026-27, the City's ability to provide solid waste collection and post-collection services will be severely impacted, resulting in significant service reductions. These impacts would compromise the City's ability to maintain reliable service, meet Council adopted zero waste goals, adequately operate and maintain critical solid waste infrastructure, and comply with

City Code Chapter 27, Maricopa County Environmental Health Code, Arizona Department of Environmental Quality rules, and Federal Environmental Protection Agency regulations.

Public Outreach

The February 10, 2026, City Council Policy meeting will initiate public outreach efforts over the next two months. The Public Works Department proposes to engage the community through Community Solid Waste Information Sessions, as outlined in **Attachment A**. These sessions will provide information regarding the Solid Waste Management Program, the costs associated with delivering these critical public services, and an opportunity to provide feedback on the proposed fee adjustment. Community engagement is planned for February and March 2026. Staff will return to City Council in April 2026 with a summary and analysis of public input and seek Council direction on a solid waste rate adjustment to support the long-term financial stability of the Solid Waste Fund.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Public Works Department.

ATTACHMENT A



2026 PWD Solid Waste Rate Information Sessions

The City of Phoenix invites residents to attend an information session to learn about the Public Works Department's Solid Waste Division rate updates.

Meeting Dates and Locations

Date	Time	Location	Room	Address
February 25, 2026	6:00 p.m.	Paradise Valley Community Center	Multipurpose Room	17402 N. 40th Street Phoenix, AZ 85032
March 3, 2026	6:00 p.m.	Maryvale Community Center	Auditorium	4420 N. 51st Avenue Phoenix, AZ 85031
March 4, 2026	6:00 p.m.	South Mountain Community Library	Room L162	7050 S. 24th Street Phoenix, AZ 85042
March 10, 2026 (Conducted in Spanish)	6:00 p.m.	Washington Activity Center	Multipurpose Room	2240 W. Citrus Way Phoenix, AZ 85015
March 12, 2026 (Conducted in Spanish)	6:00 p.m.	Desert West Community Center	Multipurpose Room	6501 W. Virginia Avenue Phoenix, AZ 85035
March 16, 2026	10:00 a.m.	Virtual WebEx Meeting	—	—
March 17, 2026	6:00 p.m.	Encanto Park Clubhouse	—	2605 N. 15th Avenue Phoenix, AZ 85007
March 19, 2026	6:00 p.m.	Beuf Community Center	Multipurpose Room	3435 W. Pinnacle Peak Road Phoenix, AZ 85027
March 25, 2026	6:00 p.m.	Deer Valley Community Center	Multipurpose Room	2001 W. Wahalla Lane Phoenix, AZ 85027



**Public Works Solid Waste Rate Adjustment
Community Information Session**
Paradise Valley Community Center
17402 N 40th St, Phoenix, AZ 85032
February 25, 2026

Council District(s): 2

Total Attendees: 9

Summary of Meeting Notifications:

Posted flyers (Spanish & English) at the Paradise Valley Community Center; posted meeting on the Nextdoor calendar event (~400 impressions) and reposted reminder coming tonight/tomorrow; Social media posts on PWD accounts and on Ciudad de Phoenix accounts in Spanish.

Meeting Summary

Public Works Department Director, Felipe Moreno, Solid Waste Division Assistant Director, Lorizelda Stoeller, and Administrative Services Deputy Director, Samantha Tavares, presented information on the proposed Solid Waste Rate Adjustment at the Paradise Valley Community Center, which was attended by nine residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services for attendees.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Is the City associated with Waste Management and does the proposed rate impact customers who have Waste Management as their current provider?

A: No. Any increase to the City's monthly residential rate does not impact customers of Waste Management. The City has a current reciprocal agreement with Waste Management (WM). This agreement allows City collection vehicles to deliver garbage to WM transfer stations when routed nearby and likewise permits WM vehicles to deliver garbage at City facilities. The tonnage exchange is balanced so that the volume of material transferred is equivalent, and no financial transactions are required.



Q: Why is the rate increase so significant?

A: The Public Works Department acknowledges that the proposed increase is substantial. However, rising inflation and elevated operational costs have contributed to the need for a rate adjustment. Additionally, the previously approved 2020 rate adjustment, which included an annual two percent inflationary adjustment, ending January 1, 2026, did not keep pace with the rising operational costs.

Q: What impact do unions have on salaries?

A: Salaries are established through union negotiations, and the final compensation is based on the outcomes of those negotiations.

Q: Does the rate increase need to be approved by the Phoenix City Council?

A: Yes. City Council is scheduled to vote on the proposed rate adjustment on April 22, 2026.

Q: Has the City considered outsourcing some of the services provided?

A: The City does outsource portions of its solid waste management program. The City currently contracts with Circular Services for recycling processing and material sales for both City-owned materials recovery facilities; utilizes a hauling contractor, MBI, to haul the City's garbage from two separate transfer stations to the SR85 landfill in the City of Buckeye; and contracts with WeCare Denali for composting operations.

Prior to 2012, with the introduction of the City's curbside green organics collection, the City practiced Managed Competition for its residential hauling operations. Managed Competition is a public/private competitive proposal process. During the last few rounds of competitive bidding processes, the City was the successful bidder for collection services. While collection services may be outsourced, doing so would require formal policy direction. The cost of weekly garbage collection services provided by private haulers for single-family residents can typically range from 60 to 90 dollars per month.

Q: Hasn't revenue increased with population growth?

A: Since 2020, the solid waste customer base has increased by approximately 20,000 residences; however, revenue has not increased at a rate sufficient to keep up with rising costs.

Q: Why is there a tax on the utility bill?

A: The Arizona Department of Environmental Quality (ADEQ) assesses the City a fee for every ton of garbage delivered to the landfill. The five cents per month fee on the monthly City Services bill helps cover a portion of this fee to ADEQ.



Q: Can the City sell the five closed landfills?

A: Each closed landfill has unique environmental conditions, but redevelopment may be possible where appropriate. Requirements such as ongoing gas monitoring and other regulatory obligations must be met before redevelopment can begin and throughout the life of the landfill.

Q: Why is recycling revenue so low?

A: Recycling revenue is largely influenced by overall economic conditions and the market value of recyclable commodities, both of which are subject to significant volatility.

Q: Is there contamination in the recycling collected?

A: Yes. In some cases, contamination can result in an entire load being discarded. This highlights the importance of community outreach and education; these initiatives are led by the City's Zero Waste Team. A few years ago, the China Sword policy significantly limited the acceptance of recyclable materials from the United States, allowing only the cleanest materials into the market. In response, the City has invested in advanced sorting technology that more effectively separates materials and helps reduce contamination.

Q: Why doesn't the General Fund subsidize the increased expenses?

A: The Solid Waste Division operates as an Enterprise Fund, meaning its budget is dependent on revenues generated from solid waste service fees, recycling revenue, and commercial gate rates. In contrast, several other City departments and services rely on the General Fund to support the costs of these programs. Funding the Solid Waste Division with General Funds would decrease support to other vital City programs and services.

Q: Has the Appointment-Based Bulk Trash Program resulted in any cost savings?

A: The change to the bulk trash collection program has resulted in approximately one million dollars in savings. The cost savings are expected to grow as the program continues.

Q: Has the City considered bi-weekly collections?

A: Garbage collection is required to be collected once per week per Maricopa County Health Code requirements. Weekly collection supports the health and safety of our City. Recycle collection is currently collected weekly. Residents are encouraged to complete the current survey asking if there is interest in exploring a bi-weekly recycle collection service model.

Q: Won't the increase to the green organics subscription fee discourage its use?

A: This is unknown. The proposed rate helps offset the current operational costs to collect and process green organics. The current cost to collect one green organics container and process the contents into compost is approximately \$30 per month. The proposed fee



increase is similar to other cities pricing who offer a similar green organics collection program.

Q: Will the SAY R&R assistance be increased as a result of the rate increase?

A: This is being explored.

Q: Why are the trash and recycling containers poor quality? They break easily.

A: We are currently soliciting bids to procure higher-quality containers, with an emphasis on selecting the best available option rather than the lowest-cost alternative.

Q: Will the City offer 30-gallon containers?

A: Not at this time, the smallest container allowed is 60-gallons given the type of collection trucks and gripper arms outfitted on City collection vehicles.

Q: What is the starting and maximum pay for a Solid Waste Equipment Operator?

A: The minimum hiring rate is \$26.18 per hour, and the maximum hiring rate is \$35.08 per hour. When the classification and compensation study was conducted a few years ago, the salary range for Solid Waste Equipment Operators was evaluated and compared with compensation levels in other Arizona municipalities, as well as the private sector.

Q: Does the cost of processing recyclables balance out with revenues collected?

A: No, the cost of recycling is greater. The benefit of recycling extends the life of the landfill.

Q: Who owns the materials recycled?

A: The City retains ownership of all recycled materials and the City processor, Circular Services, work under a revenue-sharing arrangement. The amount of revenue received is variable and depends on fluctuations in the recycling market.

Q: Can steel be recycled?

A: Steel cannot currently be processed, but the future Resource Innovation Campus (RIC) campus aims to attract businesses that offer solutions to process additional commodities.

Q: How is the Project Assist program funded?

A: The Solid Waste, Water, and Wastewater divisions each make contributions which provide financial assistance to households needing help covering their monthly City services bill.



Comment Cards Received

1. Kaia Yue - In Favor of Rate Increase
2. Ana Sanchez-Navarro – Opposed to Rate Increase
 - My waste bill has already increased \$.73 from December 2025 to January 2026. This already adjusted increase is not reflected in the proposal.
 - If only 86% of waste revenue comes from constituents where does the rest come from?
 - Why doesn't the city sewer fund subsidize our rates?
 - How much has been saved from the bulk trash pick-up change and why can't those savings be applied to the waste pick up?
 - Costs have gone up but so have the number of residences?
 - Why is there a tax on the bill?
 - What's the future of non-used landfills? Sell land? Revenue? Do we lease landfill space to other towns?
 - How much is revenue from commercial side? Did you say 11%?
 - Private waste companies have AI instead of people. Any thought on this efficiency?
3. Andrew Harding – Opposed to Rate Increase
 - The city is trying to encourage recycling yet increase the cost of the organics program which turns people away. Why does the Save as you Reduce and Recycle incentive not increase?
4. No name given – Neither Opposed or In Favor of Rate Increase
 - When was the last time you had an increase with the Solid Waste fee?
5. No name given – Neither Opposed or In Favor of Rate Increase
 - Would you consider bi-weekly collection for recycle? This may reduce cost.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

****Conducted in Spanish****

Maryvale Community Center
4420 North 51st Ave. Phoenix, AZ, 85031
March 3, 2026

Council District: 5

Total Attendees: 2

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on February 20; Neighborhood Services Department newsletter; Public Works social media posts.

Meeting Summary

Public Works Department Deputy Director, Eduardo Rodriguez, presented in Spanish, information on the proposed Solid Waste Rate Adjustment at the Maryvale Community Center, which was attended by two residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened and no questions were asked.

Comment Cards

No comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**
South Mountain Community Library
7050 S. 24th Street, Phoenix, AZ, 85031
March 4, 2026

Council District(s): D8

Total Attendees: 8

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; Feb. 17 – Solid Waste participated in People’s United Block meeting and shared South Mountain community meeting date; Feb. 12 - D8 Laveen Quarterly meeting announced South Mountain community meeting date; 200,000 customers emailed community meeting schedule on February 20 and March 10; Neighborhood Services Department newsletter; Public Works social media posts.

Meeting Summary

Vice Mayor Hodge Washington welcomed the community.

Public Works Department Director, Felipe Moreno, Solid Waste Division Assistant Director, Lorizelda Stoeller, and Administrative Services Deputy Director, Samantha Tavares, presented information on the proposed Solid Waste Rate Adjustment at the South Mountain Community Library, which was attended by eight residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Is it possible to opt out of solid waste home collection? Residents can dispose of garbage at the landfill on their own.

A: No, the collection and disposal of residential solid waste is regulated by the Maricopa County Environmental Health Code, which requires the City to collect and dispose of residential solid waste.



Q: Has the City considered bi-weekly collections?

A: Garbage collection is required to be collected once per week per Maricopa County Environmental Health Code to maintain the health and safety of the City. Recycle collection is currently collected weekly. Residents are encouraged to complete the survey to provide customer feedback on whether there is interest in exploring a bi-weekly recycling collection service model.

Q: Where are the green organics materials disposed of? Do you sell it?

A: The material is taken to our compost facility at the 27th Avenue campus, where a company called WeCare Denali processes and sells the final product.

Q: Can bulk trash appointments be used for the collection of illegal dumping in the alley?

A: We have dedicated Solid Waste Environmental Specialists throughout Phoenix who investigate reports of illegal dumping. We can connect you with your dedicated Area Specialist to ensure we have a representative in the area investigating and addressing illegal dumping concerns.

Q: Why is the rate increase so significant?

A: The Public Works Department acknowledges that the proposed increase is substantial. However, rising inflation and increased operational costs have contributed to the need for a rate adjustment. Additionally, the previously approved 2020 rate adjustment, which included an annual two percent inflationary adjustment, ending January 1, 2026, did not keep pace with rising operational costs.

Q: What has the Department done to limit monetary waste in the operation?

A: The Public Works Department consistently strives to improve efficiency and minimize waste. We are open to new ideas and continuously seek innovative solutions. We have received some new suggestions since coming to the community that we will evaluate.

Q: What is the Department doing if more illegal dumping occurs because of the rate increase?

A: We have dedicated Solid Waste Environmental Specialists throughout Phoenix who investigate reports of illegal dumping. We can connect you with your Area Specialist.

Comment Cards

1. John Mardoian – Opposed to Rate Increase

- Much larger discounts for 60-gallon container should be offered.
- Rates should be on actual usage like water and sewer.
- Bigger families should pay more. Single family households should pay less. Families with large yards and vegetation should pay more. Desert landscape yards should pay less. One size fits all is not fair.



2. Meghan Boyd – In Favor of Rate Increase

- Understanding that inflation is a very real factor and all prices of goods and services will always increase...but South Phoenix streets and alleys are already full of litter and bulk trash/illegal dumping.
- What is the city's plan to alleviate this issue?
- I'm a law-abiding citizen willing to pay more for waste services, but it's a shame to see my home blighted by trash.



**Public Works Solid Waste Rate Adjustment
Community Information Session**
Sunnyslope Community Center
802 E Vogel Ave., Phoenix, AZ, 85020
March 9, 2026

Council District: 3

Total Attendees: 0

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target; the District 3 office shared information in their February newsletter.

Meeting Summary

Staff were prepared to present information on the proposed Solid Waste Rate Adjustment at the Sunnyslope Community Center. Two residents visited the information table, and one took Solid Waste Rate Adjustment flyers to a separate meeting being held at the center. Another resident asked how she could become an advocate for recycling and provided her contact information so Solid Waste staff can follow up with her about the Master Recycler Program.

Comment Cards

No comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

Washington Activity Center
2240 W. Citrus Way, Phoenix, AZ 85015
March 10, 2026

Council District: 5

Total Attendees: 2

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on February 20 and March 10; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target; PWD PIO emailed D5 neighborhood leaders on March 10.

Meeting Summary

Public Works Department Director, Felipe Moreno and Administrative Services Deputy Director, Samantha Tavares presented information on the proposed Solid Waste Rate Adjustment at the Washington Activity Center, which was attended by two residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Has it already been a year since the Bulk Trash program started?

A: Yes, it was a year in October 2025.

Q: When was the last rate increase?

A: In 2019, an approved rate recommendation was adopted which included a two percent inflator for future years, which ended January 2026.



Q: What are the two or three things that residents collectively could do? What are we doing wrong, or what can we do better?

A: Being aware and reporting any concerns promptly helps us respond effectively. Make sure to dispose of waste properly and recycle materials as required.

Comment: “Seems to me that the city has a one-size-fits-all solution to the problem. A single person living alone will generate far less waste than a family of five. There should be some sort of program that bases your rate on the amount of trash you have rather than a one-size-fits-all”.

Comment: “Consider giving a rebate if you don’t use bulk trash”.

Q: Didn’t you place a ‘nastygram’ when people were having difficulties recycling?

A: Yes. A few years ago (2018), the Public Works Department created the Oops/Shine-on program. The purpose of this program was to educate residents on proper recycling methods, reduce contamination being placed in recycling containers, increase the amount of material diverted from the landfill, and maximize the environmental benefits of Phoenix’s recycling program. The Solid Waste Division now has dedicated Solid Waste Environmental Specialists for neighborhoods across the City. Of the many duties assigned to dedicated Environmental Specialists, recycle contamination inspections are part of their duties.

Q: What are the biggest contaminants in recycling?

A: Textiles and plastic bags.

Comment Cards

1. Coni Cabot – Opposed to Rate Increase

- We need to develop a fee based on household population. A family of 5 will generate a lot more waste than the household of one elderly or retired person.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

****Conducted in Spanish****

Desert West Community Center
6501 W. Virginia Ave, Phoenix, AZ 85035
March 12, 2026

Council District(s): 7

Total Attendees: 5

Summary of Meeting Notifications: Posted flyers (Spanish & English) at the Desert West Community Center; posted meeting on the Nextdoor calendar event (~400 impressions) and reposted reminder coming tonight/tomorrow; Social media posts on PWD accounts and on Ciudad de Phoenix accounts in Spanish, with reminder coming tonight/tomorrow; all council districts were sent a reminder of the SW Rate Info session for the week's meetings on Friday (3/6); Spanish meeting was noted in an email sent to solid waste customers (approximately 200,000 on the list) on Tuesday (3/10).

Meeting Summary

Public Works Department Deputy Director, Eduardo Rodriguez, presented in Spanish, information on the proposed Solid Waste Rate Adjustment at the Desert West Community Center, which was attended by five residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: The proposed rate increase is substantial, and my salary remains the same.

A: The Public Works Department acknowledges that the proposed increase is substantial. However, rising inflation and elevated operational costs have contributed to the need for a rate adjustment. Additionally, the previously approved 2020 rate adjustment, which included an annual two percent inflationary adjustment, ending January 1, 2026, did not keep pace with the rising operational costs.



Q: Are you increasing the solid waste collection costs for private businesses?

A: The City does not provide collection services for private businesses. The ordinance permits the City to collect from single-family residential homes.

Q: As new businesses move into the City, is it possible to charge them a fee to collect additional revenue and help offset costs for residents so that a rate adjustment is not needed?

A: The Solid Waste Division operates as an Enterprise Fund, meaning its budget is dependent on revenues generated from solid waste service fees, recycling revenue, and commercial gate rates.

Q: Where are Solid Waste vehicles manufactured?

A: The chassis is manufactured in Mexico, and the remaining components are assembled in the United States.

Q: Can the current gate rate for private businesses be increased from \$55 per ton to bring in additional revenue?

A: The City will explore this request.

Q: Is the rate the same for households that have more than one bin?

A: No, the cost is not the same. The standard monthly solid waste rate provides one trash and one recycle bin. Additional trash bins cost one-half the current monthly rate, which is currently \$18.66 per bin per month.

Q: I don't need the standard 90-gallon bin. Is a smaller bin available?

A: Yes. The city offers a 60-gallon container for residences currently receiving curbside collection service. Customers can opt to exchange the standard 90-gallon container for a smaller 60-gallon container at a reduced monthly rate of \$3 less per month.

Q: Has the rate adjustment been approved?

A: No, the Phoenix City Council will convene on April 22, 2026, and vote on the proposed rate adjustment at that time.

Q: Will there come a point when the City breaks even and expenses fall below revenues, eliminating the need for a rate increase?

A: The current proposed rate adjustment is built to secure the future financial health of the solid waste fund, which includes an inflationary factor, beginning July 1, 2029, through June 30, 2034. This proposed annual inflationary adjustment will be capped at 5%. Each year's adjustment will be reviewed by the City Council prior to implementation to determine whether a rate increase is necessary at that time.



Q: Is it possible for recycling to be picked up every two weeks instead of every week?

A: That idea will be included in our feedback summary and can also be submitted via the survey.

Q: Can an analysis be conducted to address income disparities across the City, with rates structured based on those income levels?

A: That idea will be included in our feedback summary and can also be submitted via the survey.

Q: Can the \$10 million grant the Public Works Department received be obtained again to assist in offsetting some costs?

A: The grant was a one-time award and was specifically intended to support repairs at the 27th Avenue materials recovery facility.

Q: There are areas of the City with higher levels of poverty. What actions are being taken to reduce pollution in those communities?

A: We take extensive measures across all our closed landfills and active landfill in the City of Buckeye to burn landfill gases, ensuring that 99.9 percent are destroyed before they reach the surface. This helps maintain safe and breathable air quality for the surrounding communities.

Q: What would happen if the rate adjustment was not approved?

A: If the proposed solid waste rate adjustment is not approved, the ability to provide solid waste collection and post-collection services will be severely impacted and will require significant service reductions.

Comment Cards

No comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

Virtual Meeting - WebEx

March 16, 2026

Council District(s): Citywide

Total Attendees: 31 (27 via WebEx; 4 via YouTube)

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting; Neighborhood Services Department newsletter 750 neighborhood/community leaders; Public Works social media posts; Nextdoor geo-target reaching more than 6,220 residents citywide; PWD PIO emailed a reminder to all Council offices; digital flyers were sent to various community and senior centers for their BrightSign monitors; printable flyers were also sent to the same centers.

Meeting Summary

Public Works Department Director, Felipe Moreno, Solid Waste Division Assistant Director, Lorizelda Stoeller, and Administrative Services Deputy Director, Samantha Tavares, presented information on the proposed Solid Waste Rate Adjustment virtually (<https://www.youtube.com/live/yIMXbg8Nrjk?si=IHvPI66nGD7nZnLL&t=1823>) from the City of Phoenix council chambers, which was attended by 31 viewers. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services for attendees.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Can the bulk pickup for our neighborhood remain in the alley?

A: Staff understands the diversity of our Phoenix neighborhoods and for some areas with alleys it makes sense to continue bulk collection in the alley. Staff will reach out to this resident and assess the neighborhood to work on a solution that works best for the community and bulk trash collection.

Comment Cards

No comment cards were submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

Encanto Park Clubhouse
2605 N 15th Ave., Phoenix, AZ 85007
March 17, 2026

Council District(s): 4

Total Attendees: 7

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on February 20 and March 10; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target.

Meeting Summary

Public Works Department Director, Felipe Moreno, Assistant Director Lorizelda Stoeller, and Administrative Services Deputy Director, Samantha Tavares, presented information on the proposed Solid Waste Rate Adjustment at the Encanto Park Clubhouse, which was attended by seven residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services for attendees.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Do you publish how efficient recycling is?

A: We have not formally published annual results of recycling operations and will consider this for the future. We strive to educate the community with support from our Zero Waste team about the benefits of recycling. Additionally, we invest in our infrastructure and technology to better manage materials. Our focus is on education and the adoption of smart technologies. We also offer tours of our facilities for further engagement.



Q: One of the options on the survey is paying a separate fee for bulk trash collection. Do you know how much that might save?

A: We have some initial estimates, but we are still evaluating this idea. Current data indicates only 25 percent of our customers use bulk trash collection once per year. We are exploring the possibility of establishing a new fee and will need to further assess whether there is interest in this idea. We have also consulted with other cities; for instance, the city of San Antonio has a minimum fee of \$50 per bulk trash collection, while the city of Mesa has a minimum fee of \$31 per bulk trash collection for four cubic yards. If we were to establish a separate collection fee, the fee would be set to cover the operational costs of providing this service.

Q: How is the appointment-based bulk trash collection program efficient? Is it saving money?

A: We completed one year of the appointment-based program. The program continues to be refined. The former quarterly collection program required City crews to travel all streets across the City in search of bulk trash piles. The appointment-based program allows crews to be routed directly to homes that have placed piles out for collection. We have experienced a slight decrease in overall mileage traveled by City bulk trash crews. As well, during the first year of the appointment-based program, we experienced a 49% decrease in tonnage collected, resulting in \$1 million savings.

Q: The Save As You Reduce and Recycling (SAYR&R) program only works in curbside neighborhoods. Are there any savings program for customers with alley services?

A: Currently, no. The SAYR&R program is only offered to residents with curbside services. Residents with alley services can petition to relocate their solid waste services to curbside through a survey process. If the majority of residents approve of relocating alley service to the curb, then they can participate in the program and experience a monthly savings.

Q: What happens to the compost from green organics bins? Do you let people access that compost?

A: Materials from the bins are sent to our 27th Avenue Transfer Station Compost facility, where it undergoes high-quality processing. The best way to access the compost is through our vendor WeCare Denali, which sells it through the Arizona Worm Farm.

Q: I don't live near the Arizona Worm Farm. Is the Arizona Worm Farm the only place to purchase the compost?

A: Yes, the Arizona Worm Farm is the only place to purchase. However, that's good feedback to improve accessibility for the public.



Q: I am wondering about the efficiencies of the green organics collection program. Could there be a service where residents notify when the organics container needs to be collected, or a bi-weekly collection?

A: Yes, we are evaluating options for better routing and collection frequency of this service offering. We have been exploring new technology and a possible bi-weekly collection method to maximize collection efficiency of this service.

Q: Have you thought about partnering with the Police Department to fine people for illegal dumping?

A: It can be challenging to cite individuals for illegal dumping, but when possible, we do work with the Police Department. We enforce regulations whenever possible, and if we catch someone in the act, we can cite them. Our initial approach is always to focus on education.

Q: What happens if a neighborhood petitions for service relocation and it is approved? Does Public Works install a fence?

A: If the trash collection service relocation is approved and services are relocated to curbside, residents can then request to have their alley gated. The Neighborhood Services Department is responsible for the Gated Alley Program, and your Public Works Solid Waste area specialist can assist with submitting the request.

Q: How long is the relocation of the alley process?

A: It depends on the number of requests for each area. We recommend talking to your Public Works area specialist for more information.

Q: What happens if the alley becomes a mess after the services have been relocated?

A: Residents are required to maintain the alley, but we can help with illegal dumping. Residents can report illegal dumping to their Public Works Solid Waste area specialist or by contacting the Public Works Solid Waste Division at solid.waste@phoenix.gov or 602-262-6251.

Comment Cards

There was no comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

Goelet A. Beuf Community Center
3435 W. Pinnacle Peak Road, Phoenix, AZ 85027
March 19, 2026

Council District: 1

Total Attendees: 10

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on March 10; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target; PWD PIO emailed NSD neighborhood leaders listserv on March 11. All council districts were sent a reminder of the upcoming SW Rate Info sessions on Wednesday (3/11). Posted flyers at Goelet Beuf Community Center, including monitors on site.

Meeting Summary

Public Works Department Director Felipe Moreno, Solid Waste Assistant Director Lorizelda Stoeller and Administrative Services Deputy Director Samantha Tavares presented information on the proposed Solid Waste Rate Adjustment at the Goelet A. Beuf Community Center, which was attended by ten residents and Councilwoman Ann O'Brien. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Have you considered a twice-a-year bulk trash pickup collection model? Some residents feel they are paying for a service they are not using.

A: The current customer survey asks residents for their opinion on decreasing the bulk trash collections from four collections to two collections per year. Usage of the program identifies approximately 25% of the City's single-family residential customers use bulk trash service one time each calendar year. The appointment-based system allows the operation to directly travel to appointments. Under the former program, City crews had to



travel all streets to search for and collect bulk trash piles placed out for service. Also, the collection schedule was defined for a year making it easy for many to follow and illegally dump knowing the City would be collecting the area soon. As a result of transitioning to an appointment-based model, the operation has seen a significant decrease in the amount of tonnage collected. In the first year of the program, tonnage decreased approximately 49%, resulting in over \$1 million in savings of hauling costs for transporting garbage to the State Route 85 landfill. The City continues to evaluate the program and refine the collection process to improve efficiency and the customer experience.

Q: Why are Phoenix's rates higher than surrounding communities?

A: Phoenix is the fifth largest city, covering 517 square miles, servicing 425,000 households and owns and maintains its own solid waste infrastructure, including two transfer stations, two recycling facilities, one compost facility, one active landfill and five closed landfills. Other cities are significantly smaller and often contract out solid waste collection and processing services. Phoenix has invested in its solid waste infrastructure to ensure the long-term sustainability of providing essential solid waste services which safeguard the health and safety of the City. The City's active landfill has nearly 100 years of life which ensures the management of the City's solid waste stream for future generations.

Q: What is the process for procuring vehicles and managing fleet costs?

A: The City procures trucks by seeking quotations for collection trucks from approved manufacturers/vendors. The City replaces approximately 30 collection trucks annually to maintain a healthy replacement schedule. Collection trucks are not built on an assembly line and require a lot of materials and labor to build, often taking up to 18 months to build one unit.

Q: Are vendors held accountable for performance?

A: Vendors are selected through a competitive procurement process. Contracts define the scope of work and contract expectations. If there are performance issues with a vendor, the City has a process to address issues and hold vendors accountable for not meeting expectations.

Q: How will the green organics rate be adjusted each year?

A: The proposed rate adjustment for the curbside green organics subscription rate is one-quarter of the current monthly rate. As the rate adjusts each year, the subscription rate for green organics will be one-quarter of the current rate.

Q: Will rate adjustments go to Council annually?

A: The current proposed rate includes a multi-year rate adjustment for the first three years followed by an inflationary adjustment until June 2034. Public Works will provide council with an update each year on the health of the fund. During this update, if an inflationary



increase is necessary, Public Works will communicate this rate, which would be between 0 to 5% to keep pace with any inflationary impacts the operation is experiencing for that particular year.

Q: Will the City report inflation and financial performance to residents?

A: This is great feedback. The City can work to provide future annual updates on the solid waste fund through reports and public communication.

Q: Is recycling still effective, and what materials are accepted?

A: Yes, recycling remains effective. Materials such as glass, aluminum, and cardboard are accepted. Educational materials were provided, and additional resources are available.

Q: Do private waste hauler companies use City facilities?

A: Yes, through reciprocal agreements (ton-for-ton exchanges) with no direct money exchange. Reciprocal agreements also exist with the City of Glendale. Reciprocal agreements allow the City and these partners to gain operational efficiencies in travel time and save mileage on route.

Q: Will closing alleys reduce illegal dumping?

A: Yes. Alley containers provide easy access for dumping. The operation sees a decrease in tonnage collected from curbside versus alley routes. As alley collection transitions to curbside collection through voluntary relocations, the operation experiences less material to collect and process.

Q: When will the department return to a balanced budget?

A: The department anticipates a \$20.8 million shortfall in covering its operating expenses this fiscal year 2025-2026. Without a rate adjustment starting in July 2026, the deficit will continue to grow and significantly reduce the solid waste fund's reserve. The proposed rate adjustment will stabilize the fund over the next three years and including the inflationary factor will help provide customers with more manageable and predictable rates in the future.

Q: How much did the City spend on overtime last year?

A: During fiscal year 2024-2025, the solid waste fund's overtime costs were \$4.5 million. There are several variables which impact overtime, including vacancies, daily call-ins, and additional customer growth with no additional trucks and drivers to meet the collection demand.

Q: Does the City charge for waste collection services for major events? Can the City make major events cover the costs of the event's waste stream/Zero Waste efforts?

A: Most major events are hosted at the Phoenix Convention Center. The Phoenix



Convention Center is a customer of the City's Solid Waste Division and pays for waste collection.

Comment Cards

No comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**

Pecos Community Center
17010 S. 48th Street, Phoenix, AZ 85048
March 25, 2026

Council District(s): 6

Total Attendees: 3

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on February 20 and March 10; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target. Physical flyers and digital graphics for public-facing monitors at the community center.

Meeting Summary

Public Works Solid Waste Assistant Director, Lorizelda Stoeller and Solid Waste Collections Deputy Director, Eduardo Rodriguez presented information on the proposed Solid Waste Rate Adjustment at the Pecos Community Center, which was attended by three residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services for attendees.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Does the City of Phoenix partner with other agencies?

A: Yes, the City has reciprocal agreements with other waste haulers. Reciprocal agreements allow City collection vehicles to deliver garbage to other transfer stations when routed nearby and other hauler trucks are allowed to deliver garbage to City facilities. The tonnage exchange is balanced so that the volume of material transferred is equivalent, and no financial transactions are required.

Q: Can my trash bin be replaced if it is broken?

A: Yes. There is no cost to repair or replace City trash or recycle containers.



Q: It seems the City is applying a one-size-fits-all approach to this issue. Why can't the Solid Waste bill be structured like the Water Services bill, which is based on actual usage?

A: This feedback will be shared with the final report of community feedback.

Q: How will the feedback provided be compiled?

A: The survey will close on March 31, 2026. Afterward, staff will compile the feedback obtained through the survey and during the meetings and identify common themes across all meetings. Each Council District will also receive a briefing.

Q: Can the City adjust the Save As You Reduce and Recycle (SAYR&R) discount to be more than three dollars per month?

A: Currently, residents can opt to exchange the standard 90-gallon container for a smaller 60-gallon container at a reduced monthly rate of \$3 less per month. Adjusting this current discount is being explored and will be shared with the City Council.

Comment Cards

There was no comment cards submitted.



**Public Works Solid Waste Rate Adjustment
Community Information Session**
Deer Valley Community Center
2001 W. Wahalla Lane, Phoenix, AZ 85027
March 25, 2026

Council District(s): 1

Total Attendees: 6

Summary of Meeting Notifications: Posted meeting schedule on dedicated solid waste rate page; Phoenix newsroom article; 200,000 customers emailed community meeting schedule on February 20 and March 10; Neighborhood Services Department newsletter; Public Works social media posts; Nextdoor geo-target. Physical flyers and digital graphics for public-facing monitors at the community center.

Meeting Summary

Public Works Department Director, Felipe Moreno and Administrative Services Deputy Director, Samantha Tavares presented information on the proposed Solid Waste Rate Adjustment at the Deer Valley Community Center, which was attended by six residents. The Public Works Department is recommending an increase to the monthly residential solid waste rate to address rising operating costs. Staff showed a video and presented the reasons behind the proposed rate increase, outlined how it would be implemented, addressed questions, and distributed printed materials on Solid Waste services.

The public comment period was opened, and the following questions were asked and answered by Public Works staff.

Question & Answer

Q: Are the transfer station gate rates going up, especially for landscapers?

A: The gate rate increased by \$11 last year (2024); we are also exploring an increase this year.

Q: If I'm a residential customer with a green organics container, will my rates increase for both green organics and trash collection?

A: Yes, the current proposed rate adjustment includes an increase to the monthly curbside green organics subscription rate.



Q: Could there be an organics-only bulk trash option that is collected on different days from regular bulk trash? This would help ensure organics are processed properly and not mixed with trash for those areas that do not have the curbside green organics program.

A: Not all areas of the City produce enough clean organic bulk material to justify a dedicated organics bulk trash collection. Some neighborhoods might have very little organic bulk waste, making separate collection inefficient and costly to operate.

Q: Speaking to inefficiencies, over the years, there have been many times my containers have not been collected, which is a waste of gas and manpower because a truck must come back and pick up my container. What are you guys doing to improve this process?

A: Based on the 425,000 residences served and more than 170,000 containers we service each day, the operation's missed collections rate is less than one percent. We continue to update routes to improve efficiency and have equipped collection trucks with automatic vehicle location devices to ensure each address receives weekly collection service.

Q: Paying more for field staff is understandable, but why have administrative positions increased?

A: The operation has not increased the number of administrative positions. The last staff addition took place four years ago with the addition of key positions to support the Solid Waste Safety team.

Q: It always scares me when you say you are being creative. I understand we are a growing city. Are you guys doing anything to optimize your routes, like studies?

A: We do have limited staff that review routes for efficiency. Routing for four regions across 517 square miles is a challenge. The City does have routing technology and methodology in place, but with minimal staffing levels, we may not be fully leveraging all routing possibilities.

Q: Some cities have removed their recycling programs. Is this an option for Phoenix?

A: No, this is not an option for the City of Phoenix. The City has invested significantly in its solid waste infrastructure. The City is committed to maintaining its recycling program and keeping materials out of the landfill. Additionally, the City of Phoenix owns two materials recovery facilities which process all recycled materials.

Q: What is the lifespan of our landfill?

A: The City of Phoenix has up to 100 years of landfill capacity at its current active landfill site located in the City of Buckeye. The City recently received Maricopa County approval to increase the allowable height of our landfill cells, which will extend the lifespan even further.



Q: Do other cities use our landfills?

A: The City of Phoenix's landfill is in the City of Buckeye. The City of Buckeye is the only municipality that is authorized to utilize the facility should it reach capacity with its current landfill vendor, Republic Services.

Q: After the \$17 dollar increase, how much will the percentage increase be?

A: The proposed rate adjustment includes an annual inflationary factor. This inflation factor will be determined each year through a review of the Solid Waste Consumer Price Index trend, current economic status and overall health of the City's solid waste fund. This factor will not exceed 5% each year and will be communicated prior to implementation.

Q: I believe there was already a two percent increase over the past few years, correct?

A: That is correct, in 2020, the approved rate included a two percent inflationary factor each year. The last two percent increase took place on the first bill day of January 2026.

Q: Have you seen a spike in bulk trash since the scheduled bulk trash pick-up program was implemented? Driving through the valley, I have noticed a lot more piles in the neighborhoods.

A: Prior to the appointment-based bulk trash collection program, approximately 25% of residences used the pre-scheduled quarterly collection program. The quarterly collection schedule allowed a nine-day window for placing items out before collection. Most piles placed out for collection sat out up to two weeks before collection, attracting more material. Because the schedule was published a year in advance, the City experienced illegal dumping in alleys during the weeks prior to the scheduled bulk trash collection week. With the new program, the City has seen a 49% reduction in the total tonnage collected from the bulk trash program, which has saved the City more than \$1 million in hauling costs to the landfill.

Q: I have seen more neighborhoods with vacation rentals and they have multiple cans. Where is the enforcement in these situations?

A: Vacation rentals often generate more waste, and having multiple containers is allowed as long as the property pays for the additional collection service. Enforcement applies when there are violations with overflowing trash bins, improper setting out of material, or illegal dumping. Our team of dedicated field specialists address any issues related to solid waste across the City.

Q: I understand you are using bonds to offset expenses. Are there plans to purchase other bonds to help if this increase request fails?

A: If this rate increase is approved, we will be able to sell two bonds, which will help us remain financially stable in the later years. We also have dedicated staff who continually



review our 20-year bonds to ensure they are aligned with priority projects. In addition, our low debt ratio positions the fund to secure additional bonds if needed.

Comment Cards

There were no comment cards submitted.

ATTACHMENT C



Public Works Department Solid Waste 2026 Rate Adjustment Public Outreach

Digital Outreach - Webpage

- Solid Waste Rate Adjustment webpage launched February 10, 2026
 - 4,743 page views through March 31
- Phoenix Newsroom article supporting the webpage
 - 1,901 page views through March 31

Digital Outreach - Email

- Solid Waste customer email sent:
 - 175,025 recipients on February 20, 2026
 - 189,015 recipients on March 10, 2026
 - 188,503 recipients on March 27, 2026
- Additional outreach through:
 - Mayor and Council district newsletters
 - 21,435+ recipients
 - Neighborhood Services newsletters
 - 2,050+ recipients

Digital Outreach - Social Media

- Facebook, X, and Instagram (46+ posts):
 - 74,546+ impressions
- Nextdoor posts and events:
 - 9 events added and geo-targeted
 - 17+ posts/event reshares
 - 25,400+ impressions

Other Outreach

- Informational packets distributed to community centers in March
- Radio interviews conducted
 - Enlace local radio (Spanish) – February 19, 2026
 - KJZZ local radio – February 25, 2026
- Television interviews conducted
 - AZFamily - March 19, 2026
 - ABC15 interview and article - March 20, 2026
 - PBS Arizona Horizon – April 6, 2026
- Added messaging to the Solid Waste Customer Contact Center Interactive Voice Response (IVR)
- MyPHX311 trash/recycling banner:
 - 53,800+ visits over the past 90 days

Survey Engagement

- Customer survey open March 2 to 31, 2026
 - 8,673 started
 - 6,729 completed
 - 60,419 total data points

Public Meetings

- Eleven Solid Waste Community Information Sessions
 - 83 total attendees
 - Feb 25, 2026: Paradise Valley Community Center (9)
 - March 3, 2026: Maryvale Community Center (Spanish) (2)
 - March 4, 2026: South Mountain Community Library (8)
 - March 9, 2026: Sunnyslope Community Center (0)
 - March 10, 2026: Washington Activity Center (2)
 - March 12, 2026: Desert West Community Center (Spanish) (5)
 - March 16, 2026: Virtual (31)
 - March 17, 2026: Encanto Park Clubhouse (7)
 - March 19, 2026: Beuf Community Center (10)
 - March 25, 2026: Pecos Community Center (3)
 - March 25, 2026: Deer Valley Community Center (6)

Other Requested Public Meetings

- 225 attendees
 - February 12, 2026: Council District 8 Community Tabling
 - February 17, 2026: People's United Fight Back Tabling
 - February 20, 2026: Keep Phoenix Beautiful Board Meeting
 - February 23, 2026: Council District 6 Coffee Chat
 - February 28, 2026: Council District 4 Listening Session (East)
 - March 10, 2026: Washington Park Neighborhood Association Meeting
 - March 12, 2026: Environmental Quality and Sustainability Commission
 - March 15, 2026: Idylwilde Resident Association
 - March 19, 2026: Dinner with a Cop Council District 8 Tabling
 - March 23, 2026: Community Coffee Chat Council Districts 3 & 6 Tabling
 - March 24, 2026: Council District 4 Listening Session (west)
 - March 25, 2026 Shaw Butte Neighborhood Alliance President Meeting
 - April 2, 2026: Council District 7 Virtual Town Hall Meeting
 - April 13, 2026: Council District 7 Virtual Town Hall Meeting
 - April 17, 2026: Council Districts 1 & 3 Precinct Community Meeting Tabling

ATTACHMENT D

THIS IS A DRAFT COPY ONLY AND IS NOT THE OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING CHAPTER 27, ARTICLE VII, SECTION 27-48 (LEVEL OF SOLID WASTE FEES; NO EXCEPTIONS) OF THE PHOENIX CITY CODE TO INCREASE RESIDENTIAL SOLID WASTE SERVICE RATES, INCLUDING AN INCREASE TO THE MONTHLY CURBSIDE GREEN ORGANICS COLLECTION SUBSCRIPTION FEE; AND PROVIDING FOR AN EFFECTIVE DATE OF THE FIRST BILL-DAY OF JULY 2026.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. Chapter 27, Article VII, Section 27-48 (Level of Solid Waste Fees; No Exceptions) of the Phoenix City Code is hereby amended to increase residential solid waste service rates, including an increase to the monthly curbside green organics collection subscription fee as follows:

Sec. 27-48. Level of solid waste fees; no exceptions.

C. The monthly solid waste fees effective July 1, 2014, are set forth below:

Level of Service		Fee Effective July 1, 2014
1.	Per cubic yard service to schools, churches, and nonprofit entities	Separate fee structure published by the Department
2.	Per cubic yard service to government facilities and City facilities	Separate fee structure published by the Department

3.	Service to multiple dwellings	Separate fee structure published by the Department
4.	Customer requested 90-gallon-green organics container for convenience	\$5.00 per container
5.	Courtesy return fee	\$10.00 per occurrence
6.	Container exchange and/or removal fee	\$10.00 per occurrence
7. 4.	Specialized collection	Separate fee structure published by the Department

The monthly solid waste fees effective April 1, 2020, to December 31, 2020, are set forth below:

Level of Service		<i>Fee Effective April 1, 2020, to December 31, 2020</i>
1.	Individual 90-gallon solid waste container; one residence	\$30.55 per residential unit
2.	Shared 300-gallon solid waste container; five or fewer residences	\$30.55 per residential unit

The monthly solid waste fees effective January 1, 2021, to December 31, 2021, are set forth below:

Level of Service		<i>Fee Effective January 1, 2021, to December 31, 2021</i>
1.	Individual 90-gallon solid waste container; one residence	\$33.80 per residential unit
2.	Shared 300-gallon solid waste container; five or fewer residences	\$33.80 per residential unit

The monthly solid waste fees effective January 1, 2022, to December 31, 2026, are set forth below:

Level of Service		<i>Fee Effective January 1, 2022, to December 31, 2026</i>
1.	Individual 90-gallon solid waste container; one residence	\$33.80 plus two percent inflation each year effective first bill day in January per residential unit

2.	Shared 300-gallon solid waste container; five or fewer residences	~~\$33.80 plus two percent inflation each year effective first bill day in January per residential unit~~

The monthly solid waste fees effective April 1, 2020, to June 30, 2026, are set forth below:

Level of Service		<i>Fee Effective April 1, 2020, to June 30, 2026</i>
1.	Individual 60-gallon solid waste container; one residence	~~\$3.00 less than the applicable rate for individual 90-gallon solid waste container; one residence~~
2.	Customer requested additional 90-gallon solid waste container for convenience	~~One half the applicable rate for individual 90-gallon solid waste container; one residence~~
3.	Customer requested additional 300-gallon solid waste container for convenience	~~Three times the applicable rate for individual 90-gallon solid waste container; one residence~~

THE MONTHLY SOLID WASTE FEES EFFECTIVE JULY 1, 2026, TO JUNE 30, 2027, ARE SET FORTH BELOW:

LEVEL OF SERVICE		<i>FEE EFFECTIVE JULY 1, 2026</i>
1.	INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$42.32 PER RESIDENTIAL UNIT
2.	SHARED 300-GALLON SOLID WASTE CONTAINER; FIVE OR FEWER RESIDENCES	\$42.32 PER RESIDENTIAL UNIT
3.	CUSTOMER REQUESTED 90-GALLON GREEN ORGANICS CONTAINER	ONE-QUARTER THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE

4.	INDIVIDUAL 60-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$5.00 LESS THAN THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
5.	CUSTOMER REQUESTED ADDITIONAL 90-GALLON SOLID WASTE CONTAINER	ONE-HALF THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
6.	CUSTOMER REQUESTED ADDITIONAL 300-GALLON SOLID WASTE CONTAINER	THREE TIMES THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
7.	COURTESY RETURN FEE	\$10.00 PER OCCURRENCE
8.	CONTAINER EXCHANGE AND/OR REMOVAL FEE	\$10.00 PER OCCURRENCE

THE MONTHLY SOLID WASTE FEES EFFECTIVE JULY 1, 2027, TO JUNE 30, 2028, ARE SET FORTH BELOW:

LEVEL OF SERVICE		FEE EFFECTIVE JULY 1, 2027
1.	INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$47.32 PER RESIDENTIAL UNIT
2.	SHARED 300-GALLON SOLID WASTE CONTAINER; FIVE OR FEWER RESIDENCES	\$47.32 PER RESIDENTIAL UNIT
3.	CUSTOMER REQUESTED 90-GALLON GREEN ORGANICS CONTAINER	ONE-QUARTER THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE

4.	INDIVIDUAL 60-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$5.00 LESS THAN THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
5.	CUSTOMER REQUESTED ADDITIONAL 90-GALLON SOLID WASTE CONTAINER	ONE-HALF THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
6.	CUSTOMER REQUESTED ADDITIONAL 300-GALLON SOLID WASTE CONTAINER	THREE TIMES THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
7.	COURTESY RETURN FEE	\$10.00 PER OCCURRENCE
8.	CONTAINER EXCHANGE AND/OR REMOVAL FEE	\$10.00 PER OCCURRENCE

THE MONTHLY SOLID WASTE FEES EFFECTIVE JULY 1, 2028, TO JUNE 30, 2029, ARE SET FORTH BELOW:

LEVEL OF SERVICE		FEE EFFECTIVE JULY 1, 2028
1.	INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$51.32 PER RESIDENTIAL UNIT
2.	SHARED 300-GALLON SOLID WASTE CONTAINER; FIVE OR FEWER RESIDENCES	\$51.32 PER RESIDENTIAL UNIT
3.	CUSTOMER REQUESTED 90-GALLON GREEN ORGANICS CONTAINER	ONE-QUARTER THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE

4.	INDIVIDUAL 60-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$5.00 LESS THAN THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
5.	CUSTOMER REQUESTED ADDITIONAL 90-GALLON SOLID WASTE CONTAINER	ONE-HALF THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
6.	CUSTOMER REQUESTED ADDITIONAL 300-GALLON SOLID WASTE CONTAINER	THREE TIMES THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
7.	COURTESY RETURN FEE	\$10.00 PER OCCURRENCE
8.	CONTAINER EXCHANGE AND/OR REMOVAL FEE	\$10.00 PER OCCURRENCE

THE MONTHLY SOLID WASTE FEES EFFECTIVE JULY 1, 2029, TO JUNE 30, 2034, ARE SET FORTH BELOW:

LEVEL OF SERVICE		<i>FEE EFFECTIVE JULY 1, 2029 TO JUNE 30, 2034</i>
1.	INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$51.32 PLUS UP TO FIVE PERCENT INFLATION EACH YEAR EFFECTIVE, FIRST BILL-DAY IN JULY PER RESIDENTIAL UNIT.
2.	SHARED 300-GALLON SOLID WASTE CONTAINER; FIVE OR FEWER RESIDENCES	\$51.32 PLUS UP TO FIVE PERCENT INFLATION EACH YEAR EFFECTIVE, FIRST BILL-DAY IN JULY PER RESIDENTIAL UNIT.

3.	CUSTOMER REQUESTED 90-GALLON GREEN ORGANICS CONTAINER	ONE-QUARTER THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
4.	INDIVIDUAL 60-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE	\$5.00 LESS THAN THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
5.	CUSTOMER REQUESTED ADDITIONAL 90-GALLON SOLID WASTE CONTAINER	ONE-HALF THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
6.	CUSTOMER REQUESTED ADDITIONAL 300-GALLON SOLID WASTE CONTAINER	THREE TIMES THE APPLICABLE RATE FOR INDIVIDUAL 90-GALLON SOLID WASTE CONTAINER; ONE RESIDENCE
7.	COURTESY RETURN FEE	\$10.00 PER OCCURRENCE
8.	CONTAINER EXCHANGE AND/OR REMOVAL FEE	\$10.00 PER OCCURRENCE

SECTION 2. The amendments to Chapter 27, Article VII, Section 27-48

(Level of Solid Waste Fees; No Exceptions) of the Phoenix City Code as set forth in this Ordinance shall become effective and enforceable on the first bill-day of July 2026.

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PASSED by the City Council of the City of Phoenix this 22nd day of April
2026.

MAYOR

Date

ATTEST:

Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

BY: _____

REVIEWED BY:

Ed Zuercher, City Manager

GH:smb:LF26-0798:4/22/26: 4933-7423-3247 v.1.docx



Amend City Code - Section 36-158, Schedule I, Local Speed Limits at 13 Locations (Ordinance G-7509) - Districts 1, 2, 4, 5, 6, 7, & 8

Request to amend Phoenix City Code, Section 36-158, Schedule I, Local Speed Limits due to local speed limit changes at 13 locations.

Summary

Speed limits are established under Arizona Revised Statutes, Section 28-703, which requires an engineering study and traffic investigation. The Phoenix City Code and Charter require that all changes to local speed limits on City streets be approved by City Council in the form of an amendment to Phoenix City Code, as shown in **Attachment A**.

The Street Transportation Department conducted a comprehensive review of the speed limit ordinance and is recommending local speed limit changes at 13 locations, as summarized in **Attachment B**. Nine changes are related to road and traffic conditions and four changes for newly constructed roadway segments. As with all recommended speed limit changes, these changes are based on traffic investigations coupled with the engineering judgment of Street Transportation Department staff.

Concurrence/Previous Council Action

The Transportation, Infrastructure, and Planning Subcommittee recommended City Council adopt the recommended changes to Phoenix City Code, Section 36-158, Schedule I, Local Speed Limits on April 15, 2026, by a vote of 4-0.

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Street Transportation Department.

ATTACHMENT A

ARTICLE XII. PENALTY AND SCHEDULES

36-158 Schedule I—Local speed limits.

It is hereby determined upon the basis of an engineering and traffic investigation that the speed limit permitted by state law on the following streets or intersections is greater or less than is reasonable under existing conditions, and it is hereby declared that the maximum speed limits shall be as hereinafter set forth on those streets, parts of streets or intersections herein designated at the times specified when signs are erected giving notice thereof.

The City Traffic Engineer may declare a maximum speed limit that is determined pursuant to this section to be effective at all times or at such times as indicated on the speed limit signs. The City Traffic Engineer may establish lower speed limits for different times of day, different types of vehicles, varying weather conditions, special events, work zones for construction, maintenance or other activity in the roadway and other factors bearing on safe speeds. The lower limits are effective when posted on appropriate fixed, variable or portable signs.

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Acoma Drive	51st Avenue to 43rd Avenue
Acoma Drive	Black Canyon Freeway to 23rd Avenue
Acoma Drive	36th Street to 40th Street
Acoma Drive	Tatum Boulevard to 64th Street
Arroyo Norte Drive	Northbound I-17 Frontage Road to 3900 West
Beardsley Road	32nd Street to 34th Street
Butler Drive	39th Avenue to 27th Avenue
Butler Drive	Black Canyon Freeway to 19th Avenue
Campbell Avenue	71st Avenue to 51st Avenue
Campbell Avenue	113th Avenue to 107th Avenue

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Campbell Avenue	35th Avenue to 15th Avenue
Campbell Avenue	12th Street to 16th Street
Campbell Avenue	20th Street to 44th Street
Canterbury Drive	Thunderbird Road to Tam-O-Shanter Drive
Cashman Drive	Pinnacle Peak Road to 44th Street
Central Avenue	Liberty Lane to Chandler Boulevard
Central Avenue	Lincoln Street to Madison Street
Central Avenue	Grovers Avenue to Union Hills Drive
Chauncey Lane	68th Street to Scottsdale Road
Cholla Street	24th Street to 32nd Street
Cholla Street	40th Street to Tatum Boulevard
Clarendon Avenue	55th Avenue to Maryvale Parkway
Colter Street	16th Street to SR-51
Copperhead Trail	North Valley Parkway to Gambit Trail
Copperhead Trail	West of 14th Lane Traffic Circle to Gambit Trail
Coral Gables Drive	Thunderbird Road to 7th Street
Deem Hills Parkway	51st Avenue to Stetson Valley Parkway
Deer Valley Drive	1,200 feet west of 35th Avenue to 35th Avenue
Desert Willow Parkway	East Dixileta Drive to Dynamite Boulevard
Desert Willow Parkway West	30200 North Cave Creek Road to 31000 North Cave Creek Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Dove Valley Road	52nd Place to 56th Street
Dunlap Avenue	7th Street to 12th Street
Durango Street	67th Avenue to 63rd Avenue
Elwood Street	40th Street to 48th Street
Encanto Boulevard	93rd Avenue to 91st Avenue
Encanto Boulevard	75th Avenue to 73rd Avenue
Encanto Boulevard	71st Avenue to 51st Avenue
Encanto Boulevard	49th Avenue to 31st Avenue
Encanto Boulevard	Grand Avenue to 19th Avenue
Freemont Road	Rough Rider Road to Cashman Drive
Galvin Parkway	100 Feet +/- North of East Papago Park to Traffic Circle at Botanical Garden Entrance
Grand Ave	7th Avenue to 15th Avenue
GRANT STREET	BLACK CANYON FREEWAY TO LINCOLN STREET
Greenway Road	20th Street to Cave Creek Road
Grovers Avenue	51st Avenue to 27th Avenue
Grovers Avenue	Central Avenue to Cave Creek Road
Hatcher Road	19 th Avenue to 12 th Street
Highland Avenue	Campbell Avenue to 107th Avenue
Highland Avenue	16th Street to 24th Street
Hillcrest Way	I-17 Frontage Road to 39th Lane

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Illini Street	30th Street to Riverpoint Parkway
Inspiration Mountain Parkway	Stetson Valley Parkway to Stetson Valley Parkway
Jefferson Street	27th Avenue to 23rd Avenue
Jefferson Street	7th Avenue to 4th Avenue
Jesse Owens Parkway	Central Avenue to 7th Street
Jones Avenue	103rd Avenue to 99th Avenue
Kelton Lane	29th Avenue to 28th Avenue
Knox Road	Warpaint Drive to 36th Street
Lafayette Boulevard	44th Street to 64th Street
Lakewood Parkway West	3300 East to 3600 East to 17000 South to 15800 South
Lakewood Parkway East	3600 East to 3800 East to 17000 South to 15800 South
Liberty Lane	17th Avenue to Central Avenue
LINCOLN STREET	GRANT STREET TO 7TH STREET
Lindner Drive (West Section)	45th Avenue to Augusta North
Lindner Drive (East Section)	45th Avenue to Grovers Avenue
Lockwood Drive	Freemont Road to Cashman Drive
Marriott Drive	Pathfinder Drive to Deer Valley Drive
~~Maryland Avenue~~	~~43rd Avenue to Black Canyon Freeway~~
Maryland Avenue	Central Avenue to 16th Street
Maryvale Parkway	51st Avenue to Indian School Road
Missouri Avenue	43rd Avenue to 27th Avenue

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Missouri Avenue	Black Canyon Freeway to 19th Avenue
Mohave Street	7th Avenue to 7th Street
Morningside Drive	Black Canyon Freeway to 21st Avenue
Morten Avenue	16th Street to 1900 East
Mountain View Road	23rd Avenue to 19th Avenue
Mountain View Road	32nd Street to 36th Street
Northern Avenue	26th Street to 32nd Street
North Valley Parkway	Carefree Highway to 33rd Lane
Oak Street	16th Street to 44th Street
Oak Street	48th Street to 52nd Street
Oak Street (Eastbound)	56th Street to 64th Street
Olympic Drive	Central Avenue to Jesse Owens Parkway
Orangewood Avenue	43rd Avenue to 19th Avenue
Osborn Road	Black Canyon Freeway to 7th Avenue
Osborn Road	40th Street to 56th Street
Paradise Lane	7th Street to 16th Street
Paradise Lane	Tatum Boulevard to 56th Street
Paradise Lane	47th Avenue to 43rd Avenue
Pathfinder Drive	44th Street to Marriott Drive
Piedmont Road	48th Street to 51st Street
Pinnacle Vista Drive	Pyramid Peak Parkway to Inspiration Mountain Parkway
Pinnacle Vista Drive	52nd Street to 56th Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Pointe Golf Club Drive	Thunderbird Road to Sharon Drive
Princess Drive	68th Street Scottsdale Road
Quail Track Drive	North Valley Parkway to Copperhead Trail
Ranger Drive	Tatum Boulevard to 55th Street
Riverpoint Parkway	Wood Street to Illini Street
Roeser Road	7th Avenue to Central Avenue
Roeser Road	40th Street to 48th Street
Roosevelt Street	57th Avenue to 43rd Avenue
Roosevelt Street	39th Avenue to 35th Avenue
Roosevelt Street	33rd Avenue to 27th Avenue
Roosevelt Street	19th Avenue to 7th Avenue
Roosevelt Street	Central Avenue to 16th Street
Rose Garden Lane	29th Avenue to 19th Avenue
Rough Rider Road	Black Mountain Boulevard to 40th Street
Sky Crossing Way	Deer Valley Road to Black Mountain Boulevard
SR-51 (East Access Road)	500 Feet North of Camelback Road to Colter Street
Stetson Hills Loop	43rd Avenue to 39th Drive
Sweetwater Avenue	51st Avenue to Black Canyon Freeway
Sweetwater Avenue	Cave Creek Road to 42nd Street
Sweetwater Avenue	Paradise Valley Parkway East to Scottsdale Road
Thunderbird Road	28th Street to 32nd Street
Trailblazer Drive	44th Street to Tatum Boulevard

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

University Drive	24th Street to Magnolia Street (2700 East)
Utopia Road	23rd Avenue to 19th Avenue
Van Buren Street	7th Street to 16th Street
VERDIN WAY	17TH PLACE TO SONORAN DESERT DRIVE
Via Del Deserto	33rd Lane to Via Puzzola
Via Puzzola	Carefree Highway to Cloud Road
Via Tramonto	Carefree Highway to Via Vista
Via Vista	27th Avenue to Via Tramonto
Vineyard Road	47th Avenue to 43rd Avenue
Virginia Avenue	35th Avenue to 27th Avenue
Virginia Avenue	Central Avenue to 7th Street
Warpaint Drive	Knox Road to Coconino Street
Washington Street	7th Avenue to 4th Avenue
Wier Avenue	39th Avenue to 35th Avenue
Winchcomb Drive	26th Avenue to Acoma Drive (2300 West)
Wood Street	Riverpoint Parkway to University Drive
1st Avenue	Grant Street to Roosevelt Street
3rd Avenue	Thomas Road to Osborn Road
3rd Street	Monroe Street to Indian School Road
4th Street	5th Street crossover to Roosevelt Street
5th Street	Van Buren Street to 5th Street Crossover
5th Street Crossover	5th Street to Fillmore Street

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

7th Avenue	Jackson Street to Van Buren Street
7th Avenue	Coral Gables Drive to Greenway Parkway
7th Street	Jefferson Street to Van Buren Street
11th Avenue	Greenway Parkway to Bell Road
11th Street	Washington Street to Moreland Street
12th Street	Vineyard Road to Southern Avenue
12th Street	Moreland Street to Thomas Road
12th Street	Osborn Road to Mountain View Road
12th Street	Bell Road to Agua Fria Freeway
15th Avenue	0.25 miles south of Magnolia Street to Northern Avenue
15th Avenue	Hatcher Road to Shangri-La Road
15th Avenue	Bell Road to Grovers Avenue
15th Avenue	Union Hills Drive to Utopia Road
16th Street	Grovers Avenue to Beardsley Road
18th Street	Camelback Road to 500 Feet North of Camelback Road
19th Avenue	Olney Avenue to Dobbins Road
20th Street	Dobbins Road to Baseline Road
20th Street	Roeser Road to Broadway Road
20th Street	Jefferson Street to Roosevelt Street
20th Street	McDowell Road to Cambridge Avenue
20th Street	Greenfield Road to Highland Avenue
20th Street	Missouri Avenue to Bethany Home Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

21st Avenue	Bell Road to Union Hills Drive
23rd Avenue	Indian School Road to Glendale Road
23rd Avenue	Orangewood Avenue to Dunlap Avenue
23rd Avenue	Acoma Drive to Greenway Road
23rd Avenue	Union Hills Drive to Utopia Road
24th Street	South Mountain Avenue to Baseline Road
26th Avenue	Thunderbird Road to Acoma Drive
27th Avenue	Rose Garden Lane to Deer Valley Drive
27th Drive	Carefree Highway to Via Vista
28th Street	Oak Street to Camelback Road
28th Avenue	29th Avenue to Kelton Lane
29th Avenue	Union Hills Drive to Kristal Way
29th Avenue	Beardsley Road to Rose Garden Lane
29TH AVENUE	SONORAN DESERT DRIVE TO DOVE VALLEY ROAD
31st Avenue	Van Buren Street to Encanto Boulevard
31st Avenue	Thomas Road to Grand Avenue
31st Avenue	Indian School Road to Camelback Road
31st Avenue	Northern Avenue to Dunlap Avenue
31st Avenue	Cheryl Drive to Thunderbird Road
31st Avenue	Bell Road to Kristal Way
31st Avenue	Yorkshire Drive to Beardsley Road
32nd Street	750 Feet South of Beautiful Lane to Baseline Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

32nd Street	Deer Valley Road to Sky Crossing Way
32nd Street	Puget Avenue to Mountain View Road
33rd Lane	North Valley Parkway to Via Del Deserto
36th Street	Ranch Circle North to Suncrest Court
36th Street	Roeser Road to Broadway Road
36th Street	McDowell Road to Camelback Road
36th Street	Mountain View Road to Shea Boulevard
36th Street	Thunderbird Road to Greenway Road
39th Avenue	Van Buren Street to Osborn Road
39th Avenue	Missouri Avenue to Camino Acequia
39th Avenue	Peoria Avenue to Cactus Road
39th Avenue	Bell Road to Yorkshire Drive
40th Street	University Drive to 0.25 Miles North of University Drive
43rd Avenue	Olney Avenue to Dobbins Road
44th Street	Frye Road to Chandler Boulevard
44th Street	Ray Road to Warner-Elliot Loop
44th Street	Paradise Village Parkway North to Bell Road
44th Street	Deer Valley Drive to Cashman Drive
45th Avenue	Bell Road to Union Hills Drive
46th Street	Paradise Village Parkway North to Thunderbird Road
47th Avenue	Baseline Road to Vineyard Road
47th Avenue	Thunderbird Road to Greenway Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

47th Avenue	Acoma Drive to Bell Road
48th Street	Pecos Park Entrance to Frye Road
48th Street	Elwood Street to University Drive
48th Street	Van Buren Street to McDowell Road
48th Street	Cholla Street to Paradise Village Parkway South
50th Street	Frye Road to Chandler Boulevard
51st Street	Elliot Road to Piedmont Road
52nd Place	Rancho Paloma Drive to Dove Valley Road
52nd Street	Thomas Road to Osborn Road
52nd Street	Cholla Street to Cactus Road
52nd Street	Thunderbird Road to Bell Road
52nd Street	Jomax Road to Pinnacle Vista Drive
53rd Avenue	Maryvale Parkway to Indian School Road
55TH AVENUE	ELLIOT ROAD TO OLNEY AVENUE
55th Avenue	McDowell Road to Camelback Road
55th Avenue	Pinnacle Peak Road to Alameda Road
56th Street	Mountain View Road to Shea Boulevard
59th Avenue	South Mountain Avenue to Baseline Road
60th Street	Desert Cove Avenue to Cholla Street Alignment
60th Street	Cactus Road to Bell Road
63rd Avenue	Lower Buckeye Road to Pima Street
63rd Avenue	Thomas Road to Osborn Road

Table A. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

63rd Avenue	Indian School Road to Camelback Road
65th Avenue	2500 feet +/- south of to Dobbins Road
68th Street	Princess Drive to Mayo Boulevard
70th Street	Princess Drive to Mayo Boulevard
71st Avenue	Van Buren Street to Roosevelt Street
71st Avenue	McDowell Road to Indian School Road
71st Avenue	Campbell Avenue to Camelback Road
71st Street	Kierland Boulevard to Sandra Terrace
93rd Avenue	Encanto Boulevard to Thomas Road
95th Avenue	McDowell Road to Encanto Boulevard
103rd Avenue	Broadway Road to Country Place Boulevard
103rd Avenue	Indian School Road to Campbell Avenue
111th Avenue	Campbell Avenue to Camelback Road

Table A1. Prima Facie Speed Limit 30 Miles Per Hour from 7:00 a.m. to 4:00 p.m. on School Days.

Cactus road	Wb 350 ft +/- east of 37th Avenue and eb 350 ft +/- west of 37th Avenue
Ray Road	400 Feet North of Thunderhill Drive to 100 Feet South of Mountain Sky Avenue
19th Avenue	450 Feet North of Orangewood Avenue to 450 Feet South of Orangewood Avenue

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Adams Street	27th Avenue to Washington Street
Anthem Way	46th Drive to Black Canyon Freeway
Ball Park Boulevard	Camelback Road to Grand Canal
Beardsley Road	20th Street to Cave Creek Road
Bethany Home Road	16th Street to 18th Street
Black Mountain Boulevard	Rancho Paloma Drive to Carefree Highway
Buckeye Road	31st Avenue to 27th Street
Camelback Road	27th Avenue to 28th Street
Central Avenue	Mineral Road to Thunderbird Trail
Central Avenue (Southbound)	Thunderbird Trail to Dobbins Road
Central Avenue	Vineyard Road to Pioneer Street
Central Avenue	Watkins Street to Lincoln Street
Central Avenue	Roosevelt Street to Mountain View Road
Central Avenue	Happy Valley Road to 2,050 Feet +/- North of Happy Valley Road
Chandler Boulevard	Shaughnessey Road To 19th Avenue
Chandler Boulevard (Westbound)	19th Avenue to 15th Avenue
Chandler Boulevard	Pecos Road to Shaughnessey Road
Cheryl Drive	35th Avenue to Metro Parkway West

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Circle Mountain Road	New River Road to Barko Lane
Cotton Center Boulevard	40th Street to 48th Street
Desert Foothills Parkway	Chandler Boulevard to 5th Avenue
Desert Willow Parkway East	31000 North Cave Creek Road (East Side) to 5000 East Dixileta Drive
Dobbins Road	Central Avenue to 19th Street
Dove Valley Road	North Valley Parkway to 16th Avenue
Dunlap Avenue	7th Avenue to 7th Street
Encanto Boulevard	83rd Avenue to 75th Avenue
Estrella Drive	SR202 to 51st Avenue
Frye Road	3rd Street to Desert Foothills Parkway
Galvin Parkway	North of Traffic Circle at Botanical Garden Entry to McDowell Road
Grand Avenue	18th Avenue to 15th Avenue
~~Grant Street~~	~~Black Canyon Freeway to Lincoln Street~~
Grant Street	16th Street to Sky Harbor Circle
Greenway Road	Cave Creek Road to Greenway Parkway
Guadalupe Road	48th Street to Interstate 10
Holmes Boulevard	Bell Road to Grovers Avenue
Indian School Road	27th Avenue to 20th Street
Indian School Road	45th Street to 48th Street
Jefferson Street	23rd Avenue to 7th Avenue
Jefferson Street	7th Street to Washington Street
Jefferson Street	7th Street to 265 Feet +/- East of 26th Street (except frontage road which is 25 mph)

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Jomax Road	Cave Creek Road to Tatum Boulevard
Jomax Road	Tatum Boulevard to 52nd Street
Kierland Boulevard	Greenway Parkway to Scottsdale Road
Knox Road	36th Street to 48th Street
Liberty Lane	Desert Foothills Parkway to 13th Way
Lincoln Street	Grant Street to 7th Street
Lone Mountain Road	40th Street to Cave Creek Road
Lower Buckeye Road	300 Feet West to 300 Feet East of 99th Avenue
Lower Buckeye Road	22nd Avenue to 19th Avenue
Maryland Avenue	19th Avenue to Central Avenue
Maryvale Parkway	Indian School Road to 51st Avenue
Mayo Boulevard	Black Mountain Boulevard to 40th Street
McDowell Road	27th Avenue to 32nd Street
Metro Parkway	Entire Street Surrounding Metro Center
Missouri Avenue	19th Avenue to 24th Street
Mohave Street	7th Street to Sky Harbor Circle
Mohave Street	22nd Street to 24th Street
Mountain View Road	Central Avenue to 12th Street
Norterra Parkway	Happy Valley Road to Jomax Road
Oak Street	52nd Street to 56th Street
Osborn Road	7th Avenue to 36th Street
Paloma Parkway	Bronco Butte Trail to Dove Valley Road

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Paradise Village Parkway	Entire Street Surrounding Paradise Village
Peoria Avenue	19th Avenue to 7th Avenue
Pinnacle Peak Road	19th Avenue to 7th Street
Pocono Way	800 feet north of Hackamore Drive to 33rd Avenue
Pyramid Peak Parkway (Northbound)	1,900 Feet +/- north of Brookhart Way to City Limits
Ranch Circle North	Ray Road (3600 East) to Ray Road (4300 East)
Ranch Circle South	Ray Road to Mountain Parkway
Rancho Paloma Drive	Black Mountain Boulevard to 56th Street
Roeser Road	Central Avenue to 40th Street
Roosevelt Street	16th Street to 32nd Street
Rose Garden Lane	19th Avenue to 7th Avenue
Shea Boulevard	24th Street to 32nd Street
Sky Harbor Circle	22nd Street to Grant Street, Mohave Street to Grant Street, and Mohave Street to 22nd Street
Southern Avenue	7th Avenue to 7th Street
Stetson Valley Parkway	Deem Hills Parkway to Straight Arrow Lane
Tatum Boulevard	40th Street to Cave Creek Road

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Thistle Landing Drive	48th Street to 50th Street
Thomas Road	27th Avenue to 32nd Street
Thunderbird Road	32nd Street to 38th Place
Tombstone Trail	Norterra Parkway to 21st Avenue
University Drive	16th Street to 24th Street
Utopia Road	Black Canyon Freeway to 23rd Avenue
Utopia Road	Cave Creek Road to 32nd Street
Van Buren Street	35th Avenue to 7th Avenue
Van Buren Street	16th Street to 44th Street
Washington Street	Adams Street to 7th Avenue
Washington Street	7th Street to 24th Street (except frontage road which is 25 mph)
Williams Drive	Black Canyon Freeway to 19th Avenue
~~Yorkshire Drive~~	~~43rd Avenue to Black Canyon Freeway~~
YORKSHIRE DRIVE	35TH AVENUE TO BLACK CANYON FREEWAY
1st Avenue Crossover	Grant Street to Hadley Street

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

3rd Avenue	Osborn Road to Indian School Road
3rd Street	Frye Road to Chandler Boulevard
5th Avenue	Desert Foothills Parkway to Chandler Boulevard
5th Street Crossover	Fillmore Street to 4th Street
7th Avenue	Dobbins Road to Baseline Road
7th Avenue	Magnolia Street to Jackson Street
7th Avenue	Van Buren Street to Missouri Avenue
7th Avenue	Dunlap Avenue to Hatcher Road
7th Avenue	Greenway Parkway to Bell Road
7th Street	Mineral Road to Baseline Road
7th Street	Lincoln Street to Jefferson Street
7th Street	Van Buren Street to Missouri Avenue
7th Street	Butler Drive to Cinnabar Avenue
15th Avenue	Southern Avenue to Broadway Road
16th Street	Dobbins Road to Baseline Road
16th Street	Maricopa Freeway to Bethany Home Road
16th Street	Bell Road to Grovers Avenue
17th Avenue	Pecos Road to Chandler Boulevard
17th Avenue	Buckeye Road to Grant Street
19th Avenue	Buckeye Road to the Grand Canal
19th Avenue	Glendale Avenue to Northern Avenue (Except where noted in subsection A.1 of this section)
20th Street	Highland Avenue to Missouri Avenue

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

21st Avenue	Jomax Road to Tombstone Trail
23rd Avenue	Mountain View Road to Cactus Road
23rd Avenue	Utopia Road to Deer Valley Drive
23rd Avenue	Pinnacle Peak Road to Happy Valley Road
24th Street	Buckeye Road to Indian School Road
25th Avenue	Dunlap Avenue to Peoria Avenue
27th Avenue	South Mountain Avenue to Baseline Road
27th Avenue	Lower Buckeye Road to Van Buren Street
27th Avenue	Northern Avenue to Dunlap Avenue
27th Avenue	Grovers Avenue to Union Hills Drive
27th Avenue	Yorkshire Drive to Rose Garden Lane
27th Drive	North Valley Parkway to Carefree Highway
28th Drive	Peoria Avenue to Cactus Road
29th Avenue	Dunlap Avenue to Metro Parkway
29th Avenue	Greenway Road to Bell Road
32nd Street	Air Lane to Van Buren Street
32nd Street	Chandler Boulevard to Pecos Road
33rd Avenue	Pocono Way to Pinnacle Vista Drive
35th Avenue	South Mountain Avenue to Baseline Road
35th Avenue	Van Buren Street to Encanto Boulevard
35th Avenue	Happy Valley Road to 800 feet north of Hackamore Drive
36th Street	Shea Boulevard to Cactus Road

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

39th Drive	Pinnacle Peak Road to Happy Valley Road
40th Street	0.39 miles South of Air Lane to Washington Street
40th Street (Southbound)	Shea Boulevard to Mercer Lane
40th Street	Potter Drive to Deer Valley Drive
40th Street	Tatum Boulevard to Lone Mountain Road
43rd Avenue	Elwood Street Alignment to Lower Buckeye Road
43rd Avenue	Anthem Way to 1,930 Feet North of Anthem Way
44th Street	Campbell Avenue to Calle Feliz
44th Place	Cotton Center Boulevard to Broadway Road
48th Street	Frye Road to Chandler Boulevard
48th Street	Washington Street to Van Buren Street
48th Street	Piedmont Road to Guadalupe Road
50th Street	Chandler Boulevard to Ray Road
51st Street	500 Feet South of Elliot Road to Warner-Elliot Loop
52nd Street	McDowell Road to Thomas Road
52nd Street	Cactus Road to Thunderbird Road
55th Avenue	Alameda Road to Happy Valley Road
56th Street	South City Limit to Van Buren Street
56th Street	Oak Street to Camelback Road
56th Street	Bell Road to Central Arizona Project Canal
56th Street	Lone Mountain Road to Rancho Paloma Drive
59TH AVENUE	THOMAS ROAD TO INDIAN SCHOOL ROAD

Table B. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

64th Street	Oak Street to McDowell Road (Southbound Only)
64th Street	255 Feet North of Hillcrest Boulevard to Chaparral Road
64th Street	Mayo Boulevard to SR101
67th Avenue	Osborn Road to Camelback Road
71st Avenue	Baseline Road to Vineyard Road
79th Avenue	McDowell Road to Thomas Road
107th Avenue	Camelback Road to Missouri Avenue

Table B1. Prima Facie Speed Limit 35 Miles Per Hour from 7:00 a.m. to 4:00 p.m. on School Days.

Dunlap Avenue	For Westbound, 650 Feet +/- West of 29th Avenue to 625 +/- West of 35th Avenue
Dunlap Avenue	For Eastbound, 545 Feet +/- West of 35th Avenue to 30th Avenue

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Air Lane	24th Street to 32nd Street
Baseline Road	43rd Avenue to 35th Avenue
Baseline Road	7th Avenue to 7th Street
Beardsley Road (Eastbound Frontage)	37th Avenue to 27th Avenue
Beardsley Road	Cave Creek Road to 32nd Street
Bell Road	19th Avenue to 12th Street
Bell Road	0.25 miles West of Cave Creek Road to 1,500 Feet East of 40th Street
Bethany Home Road	43rd Avenue to 16th Street
Black Mountain Boulevard	Mayo Boulevard to Pinnacle Peak Road
Broadway Road	51st Avenue to 32nd Street
Buckeye Road	39th Avenue to 31st Avenue
Cactus Road	39th Avenue to 350 ft West of 37th Avenue
Cactus Road	350 ft East of 37th Avenue to 19th Avenue
Cactus Road	Cave Creek Road to 60th Street
Camelback Road	43rd Avenue to 27th Avenue
Camelback Road	28th Street to 64th Street
Carefree Highway	700 feet West of North Valley Parkway to Via Puzzola
Cave Creek Road	Dunlap Avenue to Peoria Avenue
Cave Creek Road	Marco Polo Road to Rose Garden Lane
Central Avenue (Northbound)	Thunderbird Trail to Dobbins Road
Central Avenue	Dobbins Road to Vineyard Road

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Central Avenue	Pioneer Street to Watkins Street
Chandler Boulevard	Marketplace Way to 34th Street
Deer Valley Drive	600 Feet West of 27th Avenue to 0.25 Miles East of 19th Avenue
DEER VALLEY DRIVE	35TH AVENUE TO 0.25 MILES EAST OF 19TH AVENUE
Desert Foothills Parkway	Pecos Road to Chandler Boulevard
Desert Peak Parkway	Lieber Place to Cave Creek Road
Dobbins Road	From West City Limit to 1,320 Feet +/- East
Dobbins Road	23rd Avenue to Central Avenue
DOVE VALLEY ROAD	51ST AVENUE TO BLACK CANYON FREEWAY
Dunlap Avenue	43rd Avenue to 7th Avenue (Except where noted in Table B1 of this section)
Durango Street	35th Avenue to Black Canyon Freeway
Elliot Road	2,085 Feet +/- West of 59th Avenue to 47th Lane
Elliot Road	46th Street to 51st Street
Elwood Street	7th Street to 16th Street
Galvin Parkway	Van Buren Street to 100 Feet +/- North of East Papago Park (Zoo Entrance)
Gavilan Peak Parkway	800 Feet +/- West of 33rd Lane to Cloud Road
Glendale Avenue	43rd Avenue 21st Street
Greenway Parkway	500 Feet West of 7th Avenue to 3rd Avenue (Except where noted in Table B2 of this section)
Greenway Parkway	Cave Creek Road to Greenway Road
Greenway Road	51st Avenue to 19th Avenue
Greenway Road	Greenway Parkway to 300 Feet East of 30th Street

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Greenway Road	52nd Street to 500 Feet East of 60th Street
Indian School Road	67th Avenue to 27th Avenue
Indian School Road	20th Street to 45th Street
Indian School Road	48th Street to 60th Street
Jomax Road	Black Canyon Freeway to Norterra Parkway
Liberty Lane	13th Way to 24th Street
Lincoln Drive	21st Street to 32nd Street
Lower Buckeye Road	107th Avenue to 300 Feet +/- West of 99th Avenue
Lower Buckeye Road	300 Feet +/- East of 99th Avenue to 95th Avenue
Lower Buckeye Road	79th Avenue to 67th Avenue
Lower Buckeye Road	27th Avenue to 22nd Avenue
Maricopa Freeway Frontage Roads	23rd Avenue to 16th Street
McDowell Road	43rd Avenue to 27th Avenue
McDowell Road	32nd Street to 52nd Street
Mountain Parkway	Chandler Boulevard to Ray Road
Norterra Parkway	Jomax Road to North Valley Parkway
Northern Avenue	43rd Avenue to SR-51
North Valley Parkway	Jomax Road to 30th Avenue
North Valley Parkway	800 Feet +/- West of 33rd Lane to 33rd Lane
Peoria Avenue	43rd Avenue to 19th Avenue
Pinnacle Peak Road	55th Avenue to 19th Avenue

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Priest Drive	Salt River Drive to Van Buren Street
Pyramid Peak Parkway (Southbound)	67th Avenue to City Limits
Pyramid Peak Parkway (Northbound)	67th Avenue to 1,900 Feet +/- North of Brookhart Way
Ray Road	Chandler Boulevard to Interstate 10 (Except where noted in Table A1 of this section)
Rose Garden Lane	Cave Creek Road to 32nd Street
Shea Boulevard	32nd Street to 450 Feet East of 40th Street
Southern Avenue	39th Avenue to 31st Avenue
Southern Avenue	19th Avenue to 7th Avenue
Southern Avenue	7th Street to 48th Street
Stetson Valley Parkway	Range Mule Drive to Deem Hills Parkway
Tatum Boulevard	Mayo Boulevard to Deer Valley Drive
Thomas Road	800 Feet West of 59th Avenue to Grand Avenue
Thomas Road	32nd Street to 56th Street
Thunderbird Road	31st Avenue to Coral Gables Drive
Thunderbird Road	38th Place to Scottsdale Road
Union Hills Drive	27th Avenue to 19th Avenue
Union Hills Drive	7th Street to 20th Street
University Drive	Wood Street to 48th Street
Van Buren Street	67th Avenue to 200 Feet West of 63rd Avenue
Van Buren Street	39th Avenue to 35th Avenue

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

Van Buren Street	44th Street to 500 feet +/- east of Project Drive
Warner-Elliot Loop	4600 East Elliot Road to 578 Feet East of Wakial Loop
Washington Street	24th Street to 34th Street
7th Avenue	Baseline Road to Magnolia Street
7th Avenue	Missouri Avenue to Dunlap Avenue
7th Avenue	Bell Road to Union Hills Drive
7th Avenue	Rose Garden Lane to Deer Valley Drive
7th Street	Baseline Road to Lincoln Street
7th Street	Missouri Avenue to Butler Drive
7th Street	Cinnabar Avenue to Clinton Street
7th Street	Thunderbird Road to 600 Feet North of Bell Road
16th Street	Baseline Road to the Maricopa Freeway
16th Street	Bethany Home Road to Northern Avenue
19th Avenue	Dobbins Road to Buckeye Road
19th Avenue	Grand Canal to Glendale Avenue
19th Avenue	Northern Avenue to Evans Drive
24th Street	Pecos Road to Chandler Boulevard
24th Street	Baseline Road to Buckeye Road
24th Street	Indian School Road to Lincoln Drive
27th Avenue	Baseline Road to 500 Feet +/- North
27th Avenue	Van Buren Street to Northern Avenue

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

32nd Street	Baseline Road to Wood Street
32nd Street	Van Buren Street to Lincoln Drive
32nd Street	Mountain View Road to Bell Road
32nd Street	Beardsley Road to Rose Garden Lane
35th Avenue	Dobbins Road to South Mountain Avenue
35th Avenue	Baseline Road to Broadway Road
35th Avenue	Lower Buckeye Road to Van Buren Street
35th Avenue	Encanto Boulevard to Bell Road
35th Avenue	Union Hills Drive to Beardsley Road
40th Street	Pecos Road to Chandler Boulevard
40th Street	800 Feet South of Roeser Road to University Drive
40th Street	Washington Street to McDowell Road
40th Street (Northbound)	Shea Boulevard to Mercer Lane
40th Street	Mercer Lane to Union Hills Drive
40th Street	Mayo Boulevard to Pinnacle Peak Road
43rd Avenue	Buckeye Road to Glendale Avenue
43rd Avenue	Thunderbird Road to Beardsley Road
43rd Avenue	Pinnacle Peak Road to Happy Valley Road
44th Street	Washington Street to Campbell Avenue
44th Street	Calle Feliz to McDonald Drive
48th Street	Chandler Boulevard to Piedmont Road

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

51st Avenue	Estrella Drive to Olney Avenue
51st Avenue	Dobbins Road to Baseline Road
51st Avenue	0.5 Miles South of Lower Buckeye Road to Lower Buckeye Road
51st Avenue	Roosevelt Street to Camelback Road
51st Avenue	250 Feet South of Cactus Road to Union Hills Drive
51st Avenue	Pinnacle Peak Road to Range Mule Drive
52nd Street	Van Buren Street to McDowell Road
55th Avenue	Happy Valley Road to Deem Hills Parkway
56th Street	Shea Boulevard to Bell Road
56th Street	Central Arizona Project Canal to Pinnacle Peak Road
59th Avenue	Dobbins Road to South Mountain Avenue
59th Avenue	Roosevelt Street to Camelback Road
59TH AVENUE	ROOSEVELT STREET TO THOMAS ROAD
59TH AVENUE	INDIAN SCHOOL ROAD TO CAMELBACK ROAD
64th Street	Cactus Road to Bell Road
67th Avenue	400 Feet +/- South of Elwood Street to Osborn Road
67th Avenue	Happy Valley Road to Pyramid Peak Parkway
75th Avenue	Baseline Road to Vineyard Road
75th Avenue	0.25 Miles South of Thomas Road to Devonshire Avenue
83rd Avenue	Van Buren Street to Papago Freeway
91st Avenue	McDowell Road to Indian School Road

Table C. Prima Facie Speed Limit 40 Miles Per Hour at All Times.

99th Avenue	0.5 Miles South of Lower Buckeye Road to Durango Street
107th Avenue	Indian School Road to Camelback Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Baseline Road	55th Avenue to 43rd Avenue
Baseline Road	35th Avenue to 7th Avenue
Baseline Road	7th Street to 48th Street
Beardsley Road (Frontage Roads)	27th Avenue to 20th Street
Beardsley Road Frontage Road (Westbound)	27th Avenue to 51st Avenue
Beardsley Road Frontage Road (Eastbound)	51st Avenue to 37th Avenue
Bell Road	51st Avenue to 19th Avenue
Bell Road	12th Street to 0.25 Miles West of Cave Creek Road
Bell Road	1,500 Feet East of 40th Street to Scottsdale Road
Broadway Road	107th Avenue to 91st Avenue
Broadway Road	32nd Street to 48th Street
Buckeye Road	71st Avenue to 39th Avenue
Cactus Road	51st Avenue to 39th Avenue
Camelback Road	113th Avenue to 99th Avenue
Carefree Highway	Via Puzzola to 0.5 Miles East of Via Tramonto / Paloma Parkway
Cave Creek Road	Peoria Avenue to Marco Polo Road
Cave Creek Road	Rose Garden Lane to Pinnacle Peak Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Cave Creek Road (Southbound)	Pinnacle Peak To 660 Feet +/- North of Quiet Hollow Lane
Cave Creek Road	Peak View Road to Westland Road
Chandler Boulevard (Eastbound)	19th Avenue to 15th Avenue
Chandler Boulevard	15th Avenue to Marketplace Way
Chandler Boulevard	34th Street to Interstate 10
Deer Valley Drive	35th Avenue to 600 Feet West of 27th Avenue
Deer Valley Drive	0.25 miles east of 19th Avenue to 56th Street
Dixileta Drive	Tatum Boulevard to 52nd Street
Dobbins Road	1,320 Feet +/- East of City Limit to 200 Feet +/- West of 56th Glen
Dobbins Road	43rd Avenue to 0.25 Miles West of 35th Avenue
Dobbins Road	650 Feet West of 35th Avenue to 33rd Avenue
Dobbins Road	30th Lane to 23rd Avenue
Dove Valley Road	16th Avenue to Sonoran Desert Drive
Dynamite Boulevard	Cave Creek Road to 40th Street
Greenway Parkway	17th Drive to 500 Feet West of 7th Avenue
Greenway Parkway	3rd Avenue to Cave Creek Road
Greenway Road	19th Avenue to 17th Drive
Greenway Road	300 Feet East of 30th Street to 52nd Street
Greenway Road	500 Feet East of 60th Street to Scottsdale Road
Happy Valley Road	67th Avenue to 29th Avenue
Happy Valley Road	800 Feet West of 23rd Avenue to 7th Street

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Indian School Road	99th Avenue to 67th Avenue
Jomax Road	Norterra Parkway to 19th Avenue
Lone Mountain Road	56th Street to 63rd Street
Lower Buckeye Road	95th Avenue to 79th Avenue
Lower Buckeye Road	67th Avenue to 27th Avenue
Mayo Boulevard	Tatum Boulevard to Scottsdale Road
McDowell Road	83rd Avenue to 43rd Avenue
McDowell Road	52nd Street to 64th Street
New River Road	1.0 Mile Southwest of Black Canyon Freeway to Black Canyon Freeway
Pinnacle Peak Road	Cave Creek Road to Scottsdale Road
Shea Boulevard	450 Feet East of 40th Street to 64th Street
Sonoran Desert Drive	Dove Valley Road to Cave Creek Road
Southern Avenue	59th Avenue to 51st Avenue
Southern Avenue	31st Avenue to 19th Avenue
Tatum Boulevard	Mockingbird Land to Deer Valley Drive
Tatum Boulevard	Deer Valley Drive to Cave Creek Road
Thomas Road	99th Avenue to 800 Feet West of 59th Avenue
Thunderbird Road	51st Avenue to 31st Avenue
Thunderbird Road	Coral Gables Drive to Cave Creek Road

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

Union Hills Drive	51st Avenue to 27th Avenue
Union Hills Drive	19th Avenue to 7th Street
Union Hills Drive	20th Street to Tatum Boulevard
Van Buren Street	83rd Avenue to 67th Avenue
Van Buren Street	200 Feet West of 63rd Avenue to 39th Avenue
Washington Street	34th Street to 56th Street
7th Avenue	Union Hills Drive to Rose Garden Lane
7th Street	Clinton Street to Thunderbird Road
7th Street	600 Feet North of Bell Road to Happy Valley Road
19th Avenue	Evans Drive to Jomax Road
24th Street	Baseline Road to Roeser Road
27th Avenue	Southern Avenue to Broadway Road
29th Avenue	Pinnacle Peak Road to Happy Valley Road
32nd Street	Bell Road to Beardsley Road
35th Avenue	200 Feet South of Elliot Road to Dobbins Road
35th Avenue	Baseline Road to 500 Feet +/- North
35th Avenue	Broadway Road to Lower Buckeye Road
35th Avenue	Bell Road to Union Hills Drive

Table D. Prima Facie Speed Limit 45 Miles Per Hour at All Times.

35th Avenue	Beardsley Road to Pinnacle Peak Road
40th Street	Baseline Road to 800 Feet South of Roeser Road
43rd Avenue	South Mountain Avenue to Southern Avenue
43rd Avenue	Lower Buckeye Road to Buckeye Road
43rd Avenue	Glendale Avenue to Thunderbird Road
48th Street	Baseline Road to Southern Avenue
51st Avenue	Baseline Road to Roosevelt Street
51st Avenue	Union Hills Drive to Beardsley Road
59th Avenue	Elliot Road to Dobbins Road
59th Avenue	Broadway Road to Durango Street alignment
59th Avenue	Buckeye Road to Roosevelt Street
75th Avenue	Broadway Road to 0.25 miles south of Thomas Road
75th Avenue	Devonshire Avenue to Camelback Road
83rd Avenue	Broadway Road to Buckeye Road
83rd Avenue	Papago Freeway to Camelback Road
91st Avenue	Elwood Street to Buckeye Road
91st Avenue	Indian School Road to Camelback Road
99th Avenue	Mobile Lane to Riverside Avenue
99th Avenue	Durango Street to Buckeye Road
99th Avenue	Thomas Road to Camelback Road

Table E. Prima Facie Speed limit 50 Miles Per Hour at All Times

Buckeye Road	75th Avenue to 71st Avenue
Carefree Highway	0.5 Miles East of Via Tramonto / Paloma Parkway to 7th Avenue
Cave Creek Road (Northbound)	Pinnacle Peak Road to 660 Feet +/- North of Quiet Hollow Lane
Cave Creek Road	660 Feet +/- North of Quiet Hollow Lane to Peak View Road
El Mirage Road	0.25 Miles South of Camelback Road to 0.50 Miles North of Camelback Road
New River Road	Cloud Road to 1.0 Mile Southwest of Black Canyon Freeway
91st Avenue	1.56 Miles South of Broadway Road to 0.5 Miles South of Broadway Road

Table F. Prima Facie Speed Limit 55 Miles Per Hour at All Times.

G. Parks.

1. North Mountain Park.

a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

North Mountain Park Drive	Entire Length

2. Papago Park.

a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

All roadways except Galvin Parkway.

3. Pecos Park.

- a. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

All roadways within park boundary.

4. South Mountain Park.

- a. Prima Facie Speed Limit 25 Miles Per Hour at All Times. All roadways within park boundary.

5. Piestewa Peak Park.

- a. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Piestewa Peak Road	Piestewa Peak Park Boundary to End of Road Within Piastewa Peak Park

H. Sky Harbor Airport.

1. Prima Facie Speed Limit 15 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	Between Terminal Curb and Sky Harbor Boulevard Median on All Terminals 2 and 3 and on Level 1 of Terminal 4
Sky Harbor Boulevard (North and South Roadway)	All Ticketing/Check-in Lanes on Level 2 of Terminal 4

2. Prima Facie Speed Limit 20 Miles Per Hour at All Times.

Sky Harbor Boulevard (South Roadway)	4,400 Feet East of 24th Street to 6,300 Feet East of 24th Street

3. Prima Facie Speed Limit 25 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	All Ramps, Entries and Exits for All Ticketing/Check-in and Baggage Claim Lanes at Terminals 3 and 4

4. Prima Facie Speed Limit 30 Miles Per Hour at All Times.

Sky Harbor Boulevard (South Roadway)	3,000 Feet East of 24th Street to 4,400 Feet East of 24th Street

5. Prima Facie Speed Limit 35 Miles Per Hour at All Times.

Sky Harbor Boulevard (North and South Roadway)	Between 24th Street and SR 143, Except as Provided in the Prior Subsections

ATTACHMENT B

SUMMARY OF CHANGES IN CITY OF PHOENIX SPEED LIMITS AMENDING SECTION 36-158, SCHEDULE I - LOCAL SPEED LIMITS

Prima Facie Speed Limit **25 mph** at all times to be removed from ordinance

<i>Street Changed</i>	<i>Segment Changed</i>	<i>Reason for Change</i>	<i>Council District</i>
Maryland Avenue	43rd Avenue to Black Canyon Freeway	Recommend reduction from 30 mph to 25 mph by Traffic Engineer based on traffic study and amount of front facing homes.	5
Osborn Road	40th Street to 56th Street	Recommend reduction from 30 mph to 25 mph by Traffic Engineer based on traffic study and amount of front facing homes.	6
Yorkshire Drive	43rd Avenue to 35th Avenue	Recommend reduction from 35 mph to 25 mph by Traffic Engineer based on traffic study and amount of front facing homes.	1

Prima Facie Speed Limit **30 mph** at all times

<i>Street Changed</i>	<i>Segment Changed</i>	<i>Reason for Change</i>	<i>Council District</i>
Grant Street	Black Canyon Freeway to Lincoln Street	Recommend reduction from 35 mph to 30 mph by Traffic Engineer.	7 & 8
Lincoln Street	Grant Street to 7th Street	Recommend reduction from 35 mph to 30 mph by Traffic Engineer.	8
Verdin Way	17th Place to Sonoran Desert Drive	Update to incorporate the newly constructed roadway into the ordinance.	2
29th Avenue	Sonoran Desert Drive to Dove Valley Road	Update to incorporate the newly constructed roadway into the ordinance.	2
55th Avenue	Elliot Road to Olney Avenue	Update to incorporate the newly constructed roadway into the ordinance.	8

Prima Facie Speed Limit **35 mph** at all times

<i>Street Changed</i>	<i>Segment Changed</i>	<i>Reason for Change</i>	<i>Council District</i>
59th Avenue	Thomas Road to Indian School Road	Recommend reduction from 40 mph to 35 mph by Traffic Engineer.	4 & 5

Prima Facie Speed Limit **40 mph** at all times

<i>Street Changed</i>	<i>Segment Changed</i>	<i>Reason for Change</i>	<i>Council District</i>
Deer Valley Drive	35th Avenue to 0.25 miles east of 19 th Avenue	Recommend reduction from 45 mph to 40 mph by Traffic Engineer.	1
Dove Valley Road	51st Avenue to Black Canyon Freeway	Update to incorporate the newly constructed roadway into the ordinance.	1
Dunlap Avenue	For westbound, 650 feet +/- west of 29th Avenue to 625 +/- west of 35th Avenue	Restore 40 mph speed limit between 7:00 a.m. to 4:00 p.m. to allow for 30 mph during school arrival and dismissal with active speed feedback signs.	1
Dunlap Avenue	For eastbound, 545 feet +/- west of 35th Avenue to 30th Avenue	Restore 40 mph speed limit between 7:00 a.m. to 4:00 p.m. to allow for 30 mph during school arrival and dismissal with active speed feedback signs.	1

Note: All speed limit changes were recommended based on a traffic study and approved by a Traffic Engineer.



Traffic Signal Cabinet Art Wrap Contract - RFQu-26-0114 - Request for Award (Ordinance S-52773) - Citywide

Request to authorize the City Manager, or his designee, to enter into contracts with ABomb the Artist LLC, Azalea Designs, Liz Taylor Creative, LLC, Museum Pros LLC, Rowan Burkam Studios LLC, and R2 Graphic Design & Advertising, Inc, to provide Traffic Signal Cabinet Art Wrap for the Street Transportation Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed \$112,500.

Summary

This contract will support the design services for artist-created artwork on City of Phoenix traffic signal cabinets as part of the City's ongoing beautification and community engagement efforts. The contracted artists will create original designs that enhance neighborhood identity, help deter graffiti and vandalism, and contribute to a more visually appealing streetscape. The agreement will also provide for artists to engage with community members to develop themes and concepts that reflect neighborhood values and character, further promoting local artistic talent and enriching the public realm through accessible, community-oriented art.

Procurement Information

A Request for Qualifications procurement was processed in accordance with Administrative Regulation 3.10 to establish a Qualified Vendor List.

Six offerors submitted qualifications and were deemed to be responsive and responsible. An evaluation committee of City staff evaluated those offers based on the following minimum qualifications:

1. Artistic Metric
2. Potential for a Successful Outcome
3. Community Engagement and Collaboration

After reaching consensus, the evaluation committee recommends award to the following offerors:

- ABomb the Artist LLC.
- Azalea Designs.
- Liz Taylor Creative, LLC.
- Museum Pros LLC.
- Rowan Burkam Studios LLC.
- R2 Graphic Design & Advertising, Inc.

Contract Term

The contracts will begin on or about May 15, 2026, for a three-year term with two one-year options to extend.

Financial Impact

The aggregate contracts' value will not exceed \$112,500. Funding is available in the Street Transportation Department's Capital Improvement Program budget.

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Street Transportation Department.



**Salt River Project Distribution Design and Construction Contract 4226278
(Ordinance S-52778) - District 8**

Request to authorize the City Manager, or his designee, to enter into a Distribution Design and Construction Contract (4226278) with Salt River Project (SRP) for the design and construction of electrical facilities for City Project ST85160021 - Broadway Heritage Streetlights. Further request to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. Further request authorization for the City Controller to disburse all funds related to this item in an amount not to exceed \$84,441.89.

Summary

The City is installing 30 streetlights north of East Roeser Road, south of Broadway Road, east of 24th and west of 32nd streets. This agreement represents the cost for SRP to design and construct new electrical facilities for the City's project.

Contract Term

The term of the agreement will begin on or about April 22, 2026, and will expire when the project is completed and accepted.

Financial Impact

Funding in the amount of \$84,441.89 is available in the Street Transportation Department's Capital Improvement Program budget.

Location

Area north of East Roeser Road, south of Broadway Road, east of 24th and west of 32nd streets.

Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Street Transportation Department.



**Salt River Project Land Use License LJ115935 - ST87600138 (Ordinance S-52779)
- District 4**

Request to authorize the City Manager, or his designee, to enter into a Land Use License with Salt River Project for work associated with City Project ST87600138 - Grand Canal MUT Indian School Road and 16th Street. Further request to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18.

Summary

The City is constructing a concrete multi-use path along the bank of the Grand Canal. The purpose of the Salt River Project Land Use License is to allow the City use of the Licensed Property only for roadway purposes, traffic signals, streetlights, curbing and sidewalks associated with City Project ST87600138.

Contract Term

The term of the agreement will begin on or about April 22, 2026, and will expire April 21, 2051.

Financial Impact

There is no financial impact to the City of Phoenix for this license.

Location

Grand Canal; Indian School Road and 16th Street
Council Districts: 4

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Street Transportation Department.



**Salt River Project Land Use License LJ89817 - ST87600138 (Ordinance S-52780)
- District 4**

Request to authorize the City Manager, or his designee, to enter into Land Use License LJ89817 with Salt River Project for work associated with City Project ST87600138 - Grand Canal MUT Indian School Road and 16th Street. Further request to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18.

Summary

The City is constructing a concrete multi-use path along the bank of the Grand Canal. The purpose of the Salt River Project Land Use License is to allow the City to construct and maintain the pathway lights, signage, trash receptacles, pet waste stations, handrails, guardrails, landscape and irrigation, signalized crossings and driveways associated with City Project ST87600138.

Contract Term

The term of the agreement will begin on or about April 22, 2026, and will expire March 31, 2036.

Financial Impact

There is no financial impact to the City of Phoenix for these licenses.

Location

Grand Canal; Indian School Road and 16th Street
Council District: 4

Responsible Department

This item is submitted by Deputy City Manager Frank McCune and the Street Transportation Department.



Street Transportation Department Project Management Assistance On-Call Services for Fiscal Years 2027-2030 (Ordinance S-52785) - Citywide

Request to authorize the City Manager, or his designee, to enter into an agreement with the consultant T.Y. Lin International, Inc. to provide Project Management Assistance On-Call Services for the Street Transportation Department for Fiscal Years 2027-30. Further request to authorize execution of amendments to the agreement, as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for services will not exceed \$9 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The On-Call consultant will be responsible for providing On-Call Project Management Assistance services that include, but are not limited to: overseeing design and construction for both federally and locally funded Capital Improvement Program projects within the right-of-way; producing, reading and reviewing plans, drawings and specifications; producing and reviewing cost estimates; advising on technical aspects; reviewing submittals and pay estimates; coordinating with internal and external stakeholders; providing community engagement and public outreach; project field review and plan review; providing constructability review, construction administration and site inspection, and other services as required to support successful completion of the work and City's best interests.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-604 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-604(H), the City may not publicly release information on proposals received, including the scoring results, until an agreement is awarded. Four firms submitted proposals as listed below:

Selected Firm

Rank 1: T.Y. Lin International, Inc.

Additional Proposers

Rank 2: Topaz Engineering, Inc.

Rank 3: Infernix, LLC

Rank 4: C2PM

Contract Term

The term of the agreement is up to three years, or up to \$9 million, whichever occurs first. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for the On-Call consultant will not exceed \$9 million, including all subconsultant and reimbursable costs.

Funding is available in the Street Transportation Department's Capital Improvement Program budget. The Budget and Research Department will review and approve funding availability prior to issuance of any On-Call task order of \$100,000 or more. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Responsible Department

This item is submitted by Deputy City Managers Frank McCune and Amber Williamson, the Street Transportation Department and the City Engineer.



Laveen and Estrella Phoenix Connected Active Neighborhoods Program - Engineering Services - ST87600146 (Ordinance S-52793) - Districts 4, 7, and 8

Request to authorize the City Manager, or his designee, to enter into an agreement with Kimley-Horn and Associates, Inc., to provide Engineering Services that include assessment, program management, and community outreach for the Phoenix Connected Active Neighborhoods (PhxCAN) program in the Laveen and Estrella Villages. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total contract value for these services will not exceed \$495,000.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services related to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunication, cable television, railroads, and other modes of transportation. Further request the City Council to grant an exception to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

As an extension of the Active Transportation Plan adopted by the City Council in May 2023, PhxCAN solicits community input to identify and prioritize active transportation infrastructure projects, including short-term tactical projects and long-term network-level improvements.

Kimley-Horn and Associates, Inc.'s services include, but are not limited to: assessing existing conditions, conducting robust and inclusive community engagement, and producing a set of community-supported projects with planning-level cost estimates and implementation guidance.

Procurement Information

Kimley-Horn and Associates, Inc., was chosen for this project using a Direct Select process set forth in section 34-103 of the Arizona Revised Statutes. The Direct Select process will reduce the time to procure engineering services as opposed to an advertised selection process, meeting the project deadline, ensuring continuity of service, and the most efficient use of staff and funding resources.

Contract Term

The term of the agreement is 18 months from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Kimley-Horn and Associates, Inc., will not exceed \$495,000, including all subconsultant and reimbursable costs.

Funding is available in the Street Transportation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location

Urban Villages of Laveen and Estrella
Council Districts: 4, 7, and 8

Responsible Department

This item is submitted by Deputy City Managers Frank McCune and Amber Williamson, the Street Transportation Department and the City Engineer.



GfG Multi-Gas Monitors, Repair, and Replacement Parts, Accessories, and Services Contract - IFB-26-0213 - Request for Award (Ordinance S-52789) - Citywide

Request to authorize the City Manager, or his designee, to enter into a contract with AZ Wastewater Industries, Inc., to provide multi-gas monitors, parts, and repair services for the Water Services Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$1,100,000.

Summary

The Water Services Department relies on multi-gas monitors to ensure employee safety while working in confined spaces and other hazardous environments. The monitors are used to detect hazardous atmospheres in various work environments including, but not limited to: confined spaces, sewer lines and vaults, and confined areas that have high levels of chlorine. This contract will ensure the Department has continued access to reliable equipment and timely service that is essential for maintaining safe field operations.

Procurement Information

An Invitation for Bid procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

One vendor submitted a bid deemed to be responsive to posted specifications and responsible to provide the required goods and services. Following an evaluation based on price, the procurement officer recommends award to the following vendor:

Selected Bidder

AZ Wastewater Industries, Inc.

Contract Term

The contract will begin on or about May 1, 2026, for a five-year term with no options to extend.

Financial Impact

The aggregate contract value will not exceed \$1,100,000.

Funding is available in the Water Services Department Operating budget.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Water Services Department.



Authorization to Enter into an Agreement with the Salt River Project Agricultural Improvement and Power District for Non-Residential Grass Removal Financial Incentives (Ordinance S-52777) - Citywide

Request to authorize the City Manager, or his designee, to enter into an Agreement with the Salt River Project (SRP) Agricultural Improvement and Power District for non-residential grass removal financial incentives. Further request to authorize City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Further request to authorize an exception to Liability Provisions Pursuant to Phoenix City Code Section 42-20.

Summary

In 2023, the City of Phoenix Water Services Department (WSD) launched an effort to conserve water through a program incentivizing residents to remove grass. These efforts have been assisted by utilizing a Water Infrastructure Finance Authority grant that is set to expire in June 2026. WSD is planning to continue the grass removal program and SRP has requested to combine efforts to conserve more water. SRP will provide matching funds, in the amount up to \$500,000 (maximum of \$100,000 per year), to the program for the City to distribute to non-residential Phoenix water customers throughout the term of this agreement, subject to an annual evaluation by SRP to confirm that the program is resulting in the anticipated water savings commensurate with expenditures.

Pursuant to Phoenix City Code Section 42-20, an exception is requested to Phoenix City Code Section 42-18 to allow for mutual limitation provision for a public entity.

Contract Term

The term will be for a five-year period starting July 1, 2026, and will run through June 30, 2031, if agreed to by the parties.

Financial Impact

The funds from SRP will reimburse WSD for expenses that have already been budgeted for Fiscal Year 2026-27. The reimbursement will be on non-residential grass removal projects once they are completed and SRP will reimburse WSD 50 percent of

each completed project, up to \$100,000. Annual reimbursements from SRP will not exceed \$100,000 annually. Funding for this project is available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Water Services Department.



Wastewater Treatment Facilities Rehabilitation - Job Order Contracting Services - JOC253 (Ordinance S-52783) - Citywide

Request to authorize the City Manager, or his designee, to enter into separate master agreements with four contractors listed below to provide Wastewater Treatment Facilities Rehabilitation Job Order Contracting services Citywide for the Water Services Department. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for all services will not exceed \$320 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The Job Order Contracting (JOC) contractors' services will be used on an as-needed basis to provide Wastewater Treatment Facilities Rehabilitation services for the installation, replacement, or repair of mechanical, civil, structural, electrical, and instrumentation & control equipment, programming, emergency repairs, and pre/post construction services as requested at City wastewater treatment facilities. Additionally, the JOC contractors will be responsible for fulfilling Small Business Enterprise program requirements.

Procurement Information

The selections were made using a qualifications-based selection process set forth in section 34-604 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-604(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Eight firms submitted proposals and are listed below.

Selected Firms

Rank 1: Felix Construction Company

Rank 2: PCL Construction, Inc.

Rank 3: McCarthy Building Companies, Inc.

Rank 4: Hunter Contracting Co.

Additional Proposer(s)

Rank 5: FILANC

Rank 6: MGC Contractors, Inc.

Rank 7: KEAR Civil Corporation

Rank 8: Haydon Companies, LLC

Contract Term

The term of each master agreement is for up to five years, or up to \$80 million, whichever occurs first. Work scope identified and incorporated into the master agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the master agreement. No additional changes may be executed after the end of the term.

Financial Impact

The master agreement value for each of the JOC contractors will not exceed \$80 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed \$320 million.

Request to authorize the City Manager, or his designee, to execute job order agreements performed under these master agreements for up to \$4 million each. In no event will any job order agreement exceed this limit without Council approval to increase the limit.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will review and approve funding availability prior to issuance of any job order agreement. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer, Deputy City Manager Amber Williamson, the Water Services Department and the City Engineer.



Water Main Replacement Program Plumbing - 2-Step Job Order Contracting Services - JOC247 (Ordinance S-52781) - Citywide

Request to authorize the City Manager, or his designee, to enter into separate master agreements with two contractors listed below, to provide Water Main Replacement Program Plumbing Job Order Contracting services for the Water Services Department Citywide. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for all services will not exceed \$10 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, and sewer. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The Job Order Contracting (JOC) contractors' services will be used on an as-needed basis to provide Water Main Replacement Program Plumbing services for private property associated with the Water Main Replacement Program including relocating private water services. Additionally, the JOC contractors will be responsible for fulfilling Small Business Enterprise program requirements.

Procurement Information

The selections were made using a two-step qualifications and price-based selection process set forth in section 34-604 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-604(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Four firms submitted proposals and are listed below:

Selected Firms

Rank 1: Talis Construction Corporation

Rank 2: RKS Plumbing & Mechanical, Inc.

Additional Proposers

Rank 3: Hydra Contracting LLC

Rank 4: Nu Flow Plumbing, LLC

Contract Term

The term of each master agreement is for up to five years, or up to \$5 million, whichever occurs first. Work scope identified and incorporated into the master agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the master agreement. No additional changes may be executed after the end of the term.

Financial Impact

The master agreement value for each of the JOC contractors will not exceed \$5 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed \$10 million.

Request to authorize the City Manager, or his designee, to execute job order agreements performed under these master agreements for up to \$2 million each. In no event will any job order agreement exceed this limit without Council approval to increase the limit.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will review and approve funding availability prior to issuance of any job order agreement. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer, Deputy City Manager Amber Williamson, the Water Services Department and the City Engineer.



Water Pipe and Miscellaneous Fittings Contract IFB-26-0217 - Request for Award (Ordinance S-52790) - Citywide

Request to authorize the City Manager, or his designee, to enter into contracts with Arizona Water Works Supply, Inc., Ferguson Us Holdings, Inc., Fortiline, Inc., Phoenix Winsupply Co., Winwater Tempe AZ Co., and Winwater Works Phoenix AZ Co., to provide water pipe and miscellaneous fittings for the Water Services Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed \$9,000,000.

Summary

These contracts will provide water pipe and miscellaneous fittings.

Arizona Water Works Supply, Inc., Ferguson Us Holdings, Inc., Fortiline, Inc., Phoenix Winsupply Co., Winwater Tempe Az Co., and Winwater Works Phoenix Az., services include, but are not limited to, the supply of water pipe and miscellaneous fittings which include bushings, clamps, conversion assemblies, corporation stops, couplings, curb stops, elbows, flanges, gate valves, meter stops, miscellaneous fittings, pipe, reducers, resetters and saddle tees.

Procurement Information

An Invitation for Bid procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Six vendors submitted bids deemed to be responsive to posted specifications and responsible to provide the required goods and services. Following an evaluation based on price, the procurement officer recommends award to the following vendors:

Selected Bidders

- Bidder A - Arizona Water Works Supply, Inc.
- Bidder B - Ferguson Us Holdings, Inc.
- Bidder C - Fortiline, Inc.
- Bidder D - Phoenix Winsupply Co.
- Bidder E - Winwater Tempe AZ Co.

- Bidder F - Winwater Works Phoenix AZ Co.

Contract Term

The contracts will begin on or about May 1, 2026, for a five-year term with no options to extend.

Financial Impact

The aggregate contracts' value will not exceed \$9,000,000.

Funding is available in the Water Services Department's operating budget.

Responsible Department

This item is submitted by Assistant City Manager Ginger Spencer and the Water Services Department.



Agenda Date: 4/22/2026, Item No. 61

Modification of Stipulation Request for Ratification of March 18, 2026 Planning Hearing Officer Action - PHO-1-25--Z-257-84-5(4) - Southeast Corner of 24th Avenue and Coolidge Street - District 4

Request to authorize the City Manager, or the City Manager's designee, to approve the Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on March 18, 2026. This ratification requires formal action only.

Summary

Application: PHO-1-25--Z-257-84-5(4)

Existing Zoning: R-3

Acreage: 0.49

Owner: Jeffrey Dash, JMS AZ Property I LLC

Applicant/Representative: Kristopher Ontiveros, SOKO Designs

Proposal:

1. Modification of Stipulation 1 regarding substantial conformance to the site plan and elevations presented to the Planning Commission.
2. Deletion of Stipulation 2 regarding maximum density.
3. Deletion of Stipulation 3 regarding time condition.

VPC Action: The Alhambra Village Planning Committee heard this request on February 24, 2026 and recommended approval by a vote of 10-0.

PHO Action: The Planning Hearing Officer recommended denial as filed, approval with an additional stipulation.

Location

Southeast corner of 24th Avenue and Coolidge Street

Council District: 4

Parcel Address: 2347 W. Coolidge St.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Planning and Development Department.

ATTACHMENT A

Stipulations – PHO-1-25--Z-257-84-5(4)

Location: Southeast corner of 24th Avenue and Coolidge Street

STIPULATIONS:

A.	Application No. 146-84		
1.	That the floor area ratio shall not exceed 0.3.		
2.	That the following setbacks are required:		
a.	For a lot boundary adjoining a public street, setback of 50 feet shall be provided which shall be landscaped and maintained.		
b.	For a lot boundary not adjoining a public street:		
(1)	There shall be a minimum 30-foot set-back from the property line.		
(2)	Either a six-foot high wall or a land-scaped buffer on the property line; to be left to the discretion of the Development Coordination Office.		
(3)	There shall be a five-foot wide land-scaped strip within the wall if a wall is required. The landscape material shall project a minimum of five feet above the wall.		
(4)	There shall be no loading or unloading of vehicles in the unlandscaped portion of the yards.		
3.	That any unlandscaped portion of the site shall be screened from view from any public right-of-way by use of the wall not less than five or more than eight feet high, or by hedge-type land-scaping which will serve the same screening purpose.		
4.	That no building shall exceed the height of 15 feet within 75 feet of a residential district excluding elevator shafts, mechanical equipment or similar uses, so long as the total area of such facilities shall not exceed 25 percent of the total roof area. The maximum height may be increased by one foot for each additional three feet of setback to a maximum of 40 feet.		

	5.	That development be in general conformance to the site plan presented to the Planning Commission.
B.		Application No. 303-84
	1.	That right-of-way needs for Osborn Road be determined by Development Coordination; if 40 feet is required, the minimum building setback from Osborn Road shall be 18 feet. If the current 33-foot half street is retained, the minimum building setback from Osborn Road shall be 25 feet.
C.		Application No. 237-84
	1.	That development be limited to one-story or 18-feet in height.
	2.	That a 35-foot building setback be provided along the west property line (existing) and a 50-foot building setback be provided along the north property line.
	3.	That the north and west boundaries of the site be landscaped with 24-inch box size shade trees placed a minimum 25-feet on center in a minimum five-foot wide landscape strip.
	4.	That a six-foot masonry wall be provided along the north property line.
D.		Application No. 244-84
	1.	That development be in substantial conformance to the site plan submitted July 26, 1984 to the Planning Commission.
	2.	That gross leasable area not exceed 66,500 square feet for the subject site nor 133,000 square feet gross leasable area if site is developed with the property to the east.
	3.	That building height not exceed three stories.
	4.	That access to Townley Avenue is subject to joint access to Dunlap Avenue with the westerly adjacent parcel and Townley Avenue being fully improved from 23rd Avenue to I-17 Freeway.
	5.	That sufficient right-of-way be dedicated within one year of final City Council action to provide:
	a.	An easement for traffic signal equipment location to be determined at the time of the site plan submittal.

E.	Application No. 257-84
1.	That development be in substantial conformance to the site plan and elevations presented to the Planning Commission.
2.	PRIOR TO FINAL SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS FORM. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD.
2.	~~That development allow a maximum of six dwelling units.~~
3.	~~That approval of this rezoning be conditioned upon development within 12 months of final City Council approval of the zone change in accordance with Section 108-K of the Zoning Ordinance.~~
F.	Application No. 262-84
1.	That, prior to the issuance of any building permits for individual buildings within the project, a pedestrian/bike circulation plan shall be submitted to and approved by the City Parks, Recreation and Library Department and Planning Department which will provide any necessary trail connection between the adjacent Planned Community Districts. All individual projects within the development shall be required to make accommodations necessary to implement this plan.
2.	That the applicant provide a lighting plan for the area to minimize light impact and to be duly implemented through development proposals.
G.	Application No. 263-84
1.	That, prior to the issuance of any building permits for individual buildings within the project, a pedestrian/bike circulation plan shall be submitted to and approved by the City Parks, Recreation and Library Department and Planning Department which will provide any necessary trail connection between the adjacent Planned Community Districts. All individual projects within the development shall be required to make accommodations necessary to implement this plan.
2.	That the applicant provide a lighting plan for the area to minimize light impact and to be duly implemented through development proposals.
H.	Application No. 264-84

	1. That approval of this rezoning be conditioned upon use as a furniture sales and showroom in accordance with Section 108-K of the Zoning Ordinance with 18 months of the final approval of the change of zone by the City Council.
	2. That such use and future development utilize the existing main house allowing for building expansion to the south of the existing structure.
I.	Application No. 291-84
	1. That development be in general conformance to the site plan presented for that portion being rezoned.
	2. That approval of this rezoning be conditioned upon development of a theater in accordance with Section 108-K of the Zoning Ordinance within 18 months of the final approval of the change of zone by the City Council.

DRAFT



Agenda Date: 4/22/2026, Item No. 62

Modification of Stipulation Request for Ratification of March 18, 2026, Planning Hearing Officer Action - PHO-3-26--Z-57-06-7 - Approximately 500 Feet West of the Northwest Corner of 91st Avenue and Lower Buckeye Road - District 7

Request to authorize the City Manager, or the City Manager's designee, to approve the Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on March 18, 2026. This ratification requires formal action only.

Summary

Application: PHO-3-26--Z-57-06-7

Existing Zoning: S-1 (Approved C-2)

Acreage: 14.40

Owner: Kimberly Steele, PLC Charter Schools

Applicant/Representative: Jason Sanks, Iplan Consulting

Proposal:

1. Modification of Stipulation 1 regarding site plan, elevations, and conceptual landscape plan date stamped August 15, 2006.
2. Deletion of Stipulation 2 regarding pedestrian circulation plan.
3. Deletion of Stipulation 3 regarding an off-site enhanced landscape feature.
4. Deletion of Stipulation 4 regarding an enhanced landscape feature at the entrance.
5. Technical Corrections to the Stipulations 5 and 10.
6. Deletion of Stipulation 9 regarding right of way.

VPC Action: The Estrella Village Planning Committee heard this request on March 17, 2026 and recommended approval with an additional stipulation by a vote of 6-0.

PHO Action: The Planning Hearing Officer recommended approval with a modification and additional stipulations.

Location

Approximately 500 feet west of the northwest corner of 91st Avenue and Lower Buckeye Road

Council District: 7

Parcel Address: 9300 W. Lower Buckeye Rd.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Planning and Development Department.

ATTACHMENT A

Stipulations – PHO-3-26—Z-57-06-7

Location: Approximately 500 feet west of the Northwest corner of 91st Avenue and Lower Buckeye Road

STIPULATIONS:

SITE PLAN AND ELEVATIONS	
1.	~~That~~ The DEVELOPMENT ~~site~~ shall be IN GENERAL CONFORMANCE developed with the site plan, elevations DATE STAMPED JANUARY 27, 2026 and conceptual landscape plan date stamped FEBRUARY 17, 2026 ~~August 15, 2006~~ as approved or modified by the PLANNING AND Development Services Department.
A.	That prior to the first building being constructed, there shall be a master architecture theme that unifies the different building elements, colors and materials.
PEDESTRIAN CIRCULATION	
2.	~~That a pedestrian circulation plan, that includes shade along the front of the buildings, and the connections to the adjacent shops and pads shall be provided as approved or modified by the Development Services Department.~~
LANDSCAPE FEATURE	
3.	~~That an enhanced landscape feature (a minimum of 75'x75') shall be provided at the intersection of 91st Avenue and Lower Buckeye Road that is in conformance with the Estrella Village Arterial Street Landscape Program as approved by the Development Services Department.~~
4.	~~That an enhanced landscape feature (a minimum of 50'x50') shall be proved on both sides of the entrances on 91st Avenue and Lower Buckeye Road that is in conformance with the Estrella Village Arterial Street Landscape Program as approved by the Development Services Department. The public trail on the north side of Lower Buckeye Road shall blend in with the enhanced landscaped area.~~
2. 5.	~~That~~ The developer shall be required to follow the Estrella Village Arterial Street Landscape Program for all on site landscaping as approved by the PLANNING AND Development Services Department.

PUBLIC TRAIL	
3. ~~6.~~	~~That~~ The developer shall provide a 10-foot-wide multi-use trail along the north side of Lower Buckeye Road per adopted city trail standards as approved by the Parks and Recreation Department.
STREET IMPROVEMENTS	
4. ~~7.~~	~~That~~ Right-of-way for 91st Avenue shall be dedicated per the approved Master Street Plan for the development on the west side of the road as approved by the Streets Transportation Department.
5. ~~8.~~	~~That~~ Right-of-way for Lower Buckeye Road shall be dedicated per the approved Master Street Plan for Country Place as approved by the Street Transportation Department.
9.	~~That a 21 foot by 21 foot right of way triangle shall be dedicated at the northwest corner of 91st Avenue and Lower Buckeye Road as approved by the Streets Transportation Department.~~
6. ~~10.~~	~~That~~ The developer shall construct all streets adjacent to the development with paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping and other incidentals as per plans approved by the PLANNING AND Development Services Department. All improvements shall comply with all ADA accessibility standards.
7.	THE CENTER OF THE WESTERNMOST DRIVEWAY SHALL BE LOCATED A MINIMUM OF 50-FEET EAST OF THE MEDIAN NOSE, AS APPROVED BY THE STREET TRANSPORTATION DEPARTMENT.
8. ~~11.~~	That the applicant shall complete and submit the Developer Project Information Form for the MAG Transportation Improvement Program to Mr. Alan Hilty, (602) 262-6193, with the Street Transportation Department. This form is a requirement of the EPA to meet clean air quality requirements.
9.	PRIOR TO FINAL SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS FORM. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD.



Agenda Date: 4/22/2026, Item No. 63

Amend City Code - Ordinance Adoption - Rezoning Application PHO-2-26--Z-14-19-8 - Northeast Corner of 59th Avenue and Elliot Road (Ordinance G-7508) - District 8

Request to authorize the City Manager, or the City Manager's designee, to approve the Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on March 18, 2026.

Summary

Application: PHO-2-26--Z-14-19-8

Existing Zoning: C-1

Acreage: 1.58

Owner: Amed Partners LLC

Applicant/Representative: Dana Burkhardt, Sustainability Engineering Group

Proposal:

1. Modification of Stipulation 3 regarding minimum landscape setback.

VPC Action: The Laveen Village Planning Committee heard this request on March 16, 2026 and recommended approval by a vote of 10-0.

PHO Action: The Planning Hearing Officer recommended approval with an additional stipulation.

Location

Northeast corner of 59th Avenue and Elliot Road

Council District: 8

Parcel Address: 5876 W. Elliot Road

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,
ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING THE STIPULATIONS
APPLICABLE TO REZONING APPLICATION Z-14-19-8
PREVIOUSLY APPROVED BY ORDINANCE G-6608.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as
follows:

SECTION 1. The zoning stipulations applicable to the site located at the northeast corner on 59th Avenue and Elliot Road in a portion of Section 8, Township 1 South, Range 2 East, as described more specifically in Exhibit A and depicted in Exhibit B, are hereby modified to read as set forth below.

STIPULATIONS:

Phoenix Zoning Ordinance		
1.	The conceptual site plan, landscape plan, lighting plan and building elevations for the commercial (C-1) portion of the site shall be reviewed and approved by the Planning Hearing Officer through the public hearing process prior to preliminary site plan approval.	
2.	The development shall be in general conformance with the site plan and elevations date stamped May 3, 2019, as approved by the Planning and Development Department, and as modified by the following criteria.	
a.	The front elevations shall consist of a minimum of 10% non-stucco accent material.	
b.	The development shall provide gated access.	

	c.	The development shall have a maximum of 249 units.
3.		A 25 30-foot minimum landscape setback shall be provided along 59th Avenue and along Elliott Road, as approved by the Planning and Development Department.
4.		The developer shall provide a minimum of 10% open space, as approved by the Planning and Development Department.
5.		The developer shall install a minimum of 20 inverted U-bicycle racks for guests, installed per the requirements of Section 1307.H.4 of the Zoning Ordinance, as approved by the Planning and Development Department.
6.		A pedestrian connection shall be provided between the R-3 and C-1 portions of the site, as approved by the Planning and Development Department.
7.		In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33- foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.
8.		The applicant shall submit a Traffic Impact Study to the City for this development. The conclusions of the study will be used to determine the required roadway and traffic improvements to be provided by the developer. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City. Contact Mr. Matthew Wilson (602-262-7580) to set up a meeting to discuss the requirements of the study. The Traffic Impact Study shall also be submitted to the Arizona Department of Transportation for review and approval.
9.		The developer shall provide for a 55-foot half street right-of-way dedication for the east side of 59th Avenue for the entire length of property, extending to Elliot Road. This shall include 37 feet of paving for the east half of 59th Avenue.
10.		The developer shall provide for a 55-foot half street right-of-way dedication on the north side of Elliot Road from 59th Avenue to the existing residential development to the east. Include 37 feet of paving for the north half of Elliot Road and additional improvements, as approved by the Planning and Development Department.
11.		The developer shall provide for a 25-foot by 25-foot right-of-way triangle dedication at the northeast corner of the 59th Avenue and Elliot Road intersection.
12.		Open irrigation facilities are to be relocated and piped outside of the

	right-of-way. Contact Salt River Project to identify existing land rights and establish an appropriate process to relocate facility. Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval.
13.	The developer shall underground existing overhead electrical utilities within the public right-of-way that are impacted or to be relocated as part of this project, as approved by the Planning and Development Department.
14.	The developer shall construct all streets within and adjacent to the development with paving, curb, gutter, 5-foot sidewalk, curb ramps, streetlights, landscaping and other incidentals, as per plans approved by the Planning and Development Department. All improvements shall comply with the current ADA Guidelines.
15.	Any request to change, delete or modify stipulations shall be presented through the Planning Hearing Officer process and notification shall be given to the Laveen Village Planning Committee prior to the Planning Hearing Officer hearing.
16.	PRIOR TO FINAL SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS FORM. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD.

SECTION 2. Due to the site's specific physical conditions and the use district granted pursuant to Ordinance G-6608, this portion of the rezoning is now subject to the stipulations approved pursuant to Ordinance G-6608 and as modified in Section 1 of this Ordinance. Any violation of the stipulation is a violation of the City of Phoenix Zoning Ordinance. Building permits shall not be issued for the subject site until all the stipulations have been met.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 22nd day of April
2026.

MAYOR

Date

ATTEST:

Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____

REVIEWED BY:

Ed Zuercher, City Manager

Exhibits:
A - Legal Description (1 Page)
B - Ordinance Location Map (1 Page)

EXHIBIT A

LEGAL DESCRIPTION FOR PHO-2-26—Z-14-19-8

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Parcel No. 1:

Lots 5 and 6, FINAL PLAT FOR ISOLA AT 202 & ELLIOT, according to the plat recorded in [Book 1691 of Maps, page 5](#), records of Maricopa County, Arizona.

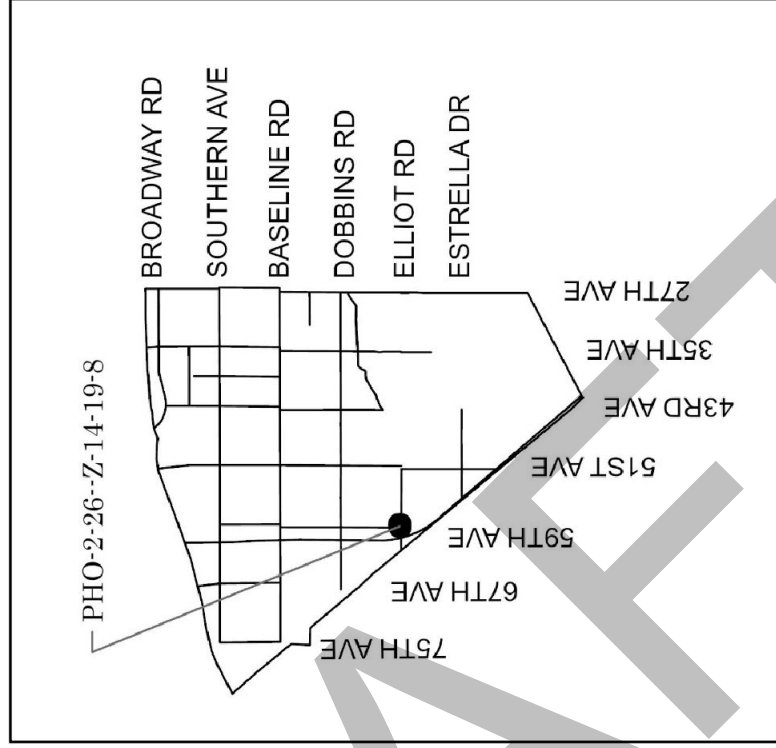
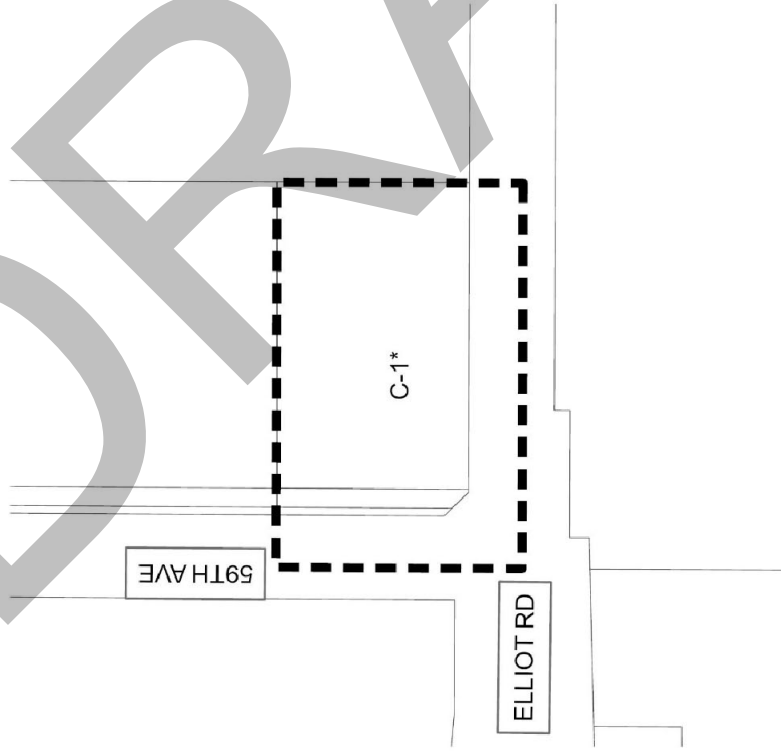
Parcel No. 2:

A portion of the unsubdivided parcel along the West property line of Lot 5, FINAL PLAT FOR ISOLA AT 202 & ELLIOT, according to the plat recorded in [Book 1691 of Maps, page 5](#), records of Maricopa County, Arizona.

ORDINANCE LOCATION MAP

Zoning Case Number: PHO-2-26--Z-14-19-8
 Zoning Overlay: N/A
 Planning Village: Laveen

ZONING SUBJECT TO STIPULATIONS: *
 SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/20/2026