

**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

<b>ARTICLE 1: RIGHTS</b> .....	<b>5</b>
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
<b>ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT</b> .....	<b>25</b>
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
<b>ARTICLE 3: COMPENSATION / WAGES</b> .....	<b>35</b>
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
<b>ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS</b> .....	<b>45</b>
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
<b>ARTICLE 5: BENEFITS</b> .....	<b>49</b>
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

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## PREAMBLE

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

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter "Memorandum") are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the charter or ordinances of the City 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 worksite<sup>1</sup>, 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 provide 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
<b>March Holiday</b>	<b>March, Last Monday</b>
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.

DRAFT

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  
Kimberly Gallego  
Jason Delgado  
Ronald March  
Francisco Covarrubias  
Cesar Barcenas  
Jose Mascareno Sr.

City of Phoenix Team:

Cathleen Simpson, Human Resources  
Greg Carmichael, Human Resources  
Eduardo Rodriguez, Public Works  
Danielle Poveromo, Parks and Recreation  
Rubben Lolly, Streets Transportation  
Donna Maroney, Human Resources  
Rebecca McCarthy, CMO (Coordinator)  
Stevie Vega, Human Resources (Scribe)