

Brittany Whittle

From: Jess Mayer <jmayer@afscme2384.com>
Sent: Monday, December 1, 2025 1:49 PM
To: Cathleen A Simpson
Cc: Brittany Whittle; Mailbox City Clerk Department CLK
Subject: AFSCME Local 2384 MOU
Attachments: Outlook-serensaf; 2026 2028 MOU Proposed changes.docx

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Dear Cathleen,

In accordance with the Phoenix City Code §2-218(B), AFSCME Local 2384 is enclosing the proposed memorandum of understanding in the format the parties discussed on 11/10/2025.

Please let us know if you have any questions or need additional information.

We look forward to meeting and conferring.

Regards,

Jess Mayer
President



AFSCME Local 2384
Phone: 602-230-2301
Mobile: 480-901-2627
Email:
jmayer@afscme2384.com
3636 North 15th Avenue
Phoenix, AZ 85015
www.afscme2384.com
[\[afscme2384.com\]](http://afscme2384.com)

Section 3-1: Wages

A. All Unit 2 employees shall receive annual base-wage increases that equal or exceed the greater of:

1. Three percent (3%) of base rate; or
2. The average percentage wage increase granted to any other City bargaining unit or unclassified group within the same fiscal year.

These adjustments shall be automatic and not subject to budgetary deferral.

B. Unit 2 employees shall receive a cost-of-living adjustment (COLA) each July 1 based on the U.S. CPI-U (West Region), with a guaranteed floor of 2.5% and no cap. The City shall not offset this COLA against other negotiated raises.

C. When the City achieves an operating-revenue surplus exceeding three percent (3%) of forecast, one-half of that surplus shall be distributed as a lump-sum economic-share bonus to all Unit 2 employees.

D. Licensed Pesticide Applicators shall receive \$1.50 per hour above their base hourly rate for all hours engaged in related duties.

E. Employees required to hold or maintain a Commercial Driver License (CDL) for any portion of duties shall receive \$0.75 per hour added to base pay.

F. Pay-schedule calculations shall follow rate tables jointly prepared by Human Resources and AFSCME Local 2384. Any rounding shall round upward to the employee's benefit.

Section 3-1A: Productivity Enhancement Pay

A. Eligible employees shall receive semi-annual Productivity Enhancement payments as follows:

1. After five (5) years of service: \$150 per year of service, up to \$5,000 annually at twenty-two (22) years.
2. After twenty-three (23) years: \$200 per year of service, up to \$8,000 annually at twenty-seven (27) years.

B. Eligibility requires:

1. Six (6) years continuous service;
2. A performance rating of "Met" or higher;
3. Active full-time status.

C. Payments shall be pro-rated each pay period. Any delays shall be issued retroactively.

D. Compensation shall not be reduced due to reclassification or movement; Productivity Enhancement Pay is retained by the employee.

Section 3-2: Overtime

A. Overtime is defined as time assigned and worked beyond the regular shift or 40 hours per week (or 10 hours per day for compressed schedules).

B. All paid leave counts as time worked for overtime eligibility.

C. Overtime shall be paid at 1.5 times the regular rate. Work exceeding twelve (12) consecutive hours shall be paid at double time.

D. Overtime shall be voluntary whenever possible. Mandatory overtime shall rotate equitably.

E. Accurate overtime lists shall be posted monthly.

F. Employees may accrue up to 240 hours of compensatory time.

G. Employees may cash out up to 80 hours of compensatory time twice per fiscal year.

Section 3-2A: Call-Out Pay

A. An eight-hour protected rest period shall apply before each shift. Call-outs during this period provide flexible reporting time or equivalent rest.

B. Call-outs guarantee three (3) hours minimum at double time.

C. Multiple call-outs within one rest period each trigger the minimum.

Section 3-3: Out-of-Class Pay

A. Employees performing higher-classification duties for two (2) hours or more shall receive the higher rate for the entire shift.

B. Out-of-class assignments shall not exceed ninety (90) days without reclassification or posting the position.

C. Out-of-class assignments shall rotate equitably by seniority.

Section 3-4: Sick Leave Conversion and Payout

A. At retirement, employees may convert unused sick leave: 100% up to 1,200 hours and 50% thereafter.

B. Employees separating with ten (10) or more years of service (and not terminated for cause) shall receive a 75% payout.

Section 3-5: Shift Differential Pay

A. Employees working between 6 p.m. and 6 a.m. shall receive a 10% differential.

B. Weekend shifts earn an additional 5% differential.

Section 3-6: Stand-By Pay

A. Stand-by status earns two (2) hours of pay per day plus overtime for callouts.

B. Stand-by assignments shall rotate equitably.

Section 3-7: Show-Up Time

A. Employees reporting as scheduled who are not put to work shall receive four (4) hours minimum pay.

Section 3-8: Jury Duty

A. Employees summoned to jury duty receive full pay with no loss of leave, benefits, or seniority.

B. Employees released after 4 p.m. are not required to return to work.

Section 3-9: Deferred Compensation

- A. The City shall match deferred-compensation contributions up to 3% of base pay.
 - B. Financial planning sessions shall be provided on paid time.
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ARTICLE 4: Hours of Work / Working Conditions

Section 4-1: Hours of Work

- A. The standard work week shall consist of forty (40) hours, arranged in either five (5) eight-hour days or four (4) ten-hour days, unless otherwise agreed by the Union.
 - B. Employees shall receive a regular, predictable schedule. Changes require ten (14) calendar-days' notice and prior Union consultation.
 - C. No employee shall suffer loss of pay or seniority due to City-initiated operational schedule changes.
 - D. Temporary schedule changes shall be filled first by volunteers, then equitably by seniority.
 - E. Employees required to work on holidays or City-declared emergency days shall receive double time plus holiday pay, with a four-hour minimum.
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Section 4-2: Rest and Lunch Periods

- A. Employees shall receive two (2) paid fifteen-minute breaks and one (1) uninterrupted thirty-minute meal period each shift.
 - B. Interrupted breaks shall be rescheduled or paid.
 - C. Employees shall not be required to stay at workstations during unpaid breaks.
 - D. Supervisors shall provide climate-appropriate break areas with shade, seating, and potable water.
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Section 4-3: Clean-Up Time

- A. Employees shall receive thirty (30) minutes before shift end for personal and equipment cleanup.
 - B. Cleanup time involving hazardous materials shall be extended as needed and fully paid.
 - C. Departments shall provide adequate washing stations, lockers, and secure storage.
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Section 4-4: Seniority

- A. Seniority shall be the controlling factor for promotions, transfers, layoffs, recalls, overtime, and shift bidding when qualifications are met.
 - B. Seniority shall be based on continuous City service or classification seniority, whichever benefits the employee.
 - C. Seniority lists shall be verified jointly with the Union twice annually.
 - D. Temporary promotions or out-of-class assignments do not interrupt seniority accrual.
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Section 4-5: Bump / Bid Procedure – Fleet Services

- A. All reassignments and shift changes shall follow an open bidding process based on seniority, qualifications, and employee preference.
 - B. Vacancies shall be posted for ten (10) days at all work sites.
 - C. Employees may review postings during work hours.
 - D. The Union shall receive all posting and award documentation.
 - E. Disputes are subject to expedited grievance review.
 - F. No employee shall be involuntarily reassigned without just cause and prior Union discussion.
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Section 4-6: Technology

- A. The City shall introduce new technology only after advance consultation with the Union.
 - B. No employee shall be laid off or demoted due to new technology without six (6) months' notice and training or reassignment at equal pay.
 - C. All technology training shall occur on City time.
 - D. GPS or monitoring technology shall not be used for discipline inconsistent with employee rights.
 - E. All technology issues are grievable.
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ARTICLE 5: Benefits

Section 5-1: Health and Life Insurance

- A. The City shall provide comprehensive medical, dental, and vision coverage at no cost to the employee.
 - B. Multiple plan options shall be provided.
 - C. The Union shall approve all vendor or network changes.
 - D. The City shall provide life insurance equal to twice annual salary.
 - E. The City shall fund an Employee Assistance Program (EAP).
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Section 5-2: Vacation Leave

- A. Vacation accrues as follows:
 - 0–4 years: 4.6 hrs/pay period
 - 5–9 years: 6.2 hrs/pay period
 - 10–14 years: 7.7 hrs/pay period
 - 15+ years: 9.3 hrs/pay period
- B. Employees may accumulate up to 600 hours.
- C. Vacation scheduling shall be based on seniority.
- D. Requests must be approved or denied within seven (7) days; otherwise approval is automatic.

Section 5-3: Holidays

- A. Employees receive fourteen (14) paid holidays.
- B. Holidays falling on days off shall be replaced with alternate paid days.
- C. Holiday work is paid at double time plus holiday pay.
- D. Floating holidays may be used with 48-hour notice.

Section 5-4: Sick Leave

- A. Sick leave accrues at five (5) hours per pay period.
- B. Sick leave may be used for illness, appointments, or family care.
- C. No doctor's note is required for three (3) days or fewer unless abuse is shown.
- D. Sick leave may be donated to a Leave Bank.
- E. The City shall provide twelve (12) weeks paid parental leave.

Section 5-5: Retirement Benefits

- A. The City shall contribute at least one-half of ASRS obligations.
- B. Retirement benefits may not be reduced without Union consent.
- C. Phased-retirement options shall be offered.

Section 5-6: Other Benefits

- A. Additional City-funded benefits include:
 - Tuition reimbursement up to \$6,000 per year
 - Tool/uniform allowances
 - Wellness screenings

- Short- and long-term disability insurance
- Employee recognition programs

B. All benefits are grievable and enforceable.

ARTICLE 6: Safety, Grievance Procedures, and General Provisions

Section 6-1: Safety and Working Environment

- A. The City shall maintain safe, healthy, and sanitary workplaces exceeding minimum standards.
 - B. Employees may refuse unsafe work without retaliation.
 - C. The City shall provide and replace PPE at no cost.
 - D. A Joint Labor-Management Safety Committee shall meet monthly.
 - E. Work areas shall include adequate lighting, ventilation, water, restrooms, and break areas.
 - F. Injured employees shall receive paid medical evaluation time.
 - G. All required training shall be provided on paid time.
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Section 6-2: Reporting of Injuries and Hazards

- A. Employees shall report hazards or injuries; the Union shall be notified within 24 hours.
 - B. No retaliation shall occur against reporting employees.
 - C. All investigations shall include Union participation.
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Section 6-3: Grievance Procedure

- A. Employees have the right to representation at all steps.
- B. A grievance includes disputes over this MOU, safety, conditions, or discipline.

- C. Step 1: Informal discussion within 14 days; response in 5 days.
- D. Step 2: Written grievance to Director; meeting in 7 days; response in 10 days.
- E. Step 3: Appeal to Labor Relations; response in 10 days.
- F. Step 4: Arbitration; arbitrator selected from joint panel.

G. Arbitration decisions are final and binding, with full make-whole remedies.

H. Safety-related grievances shall be fast-tracked.

Section 6-4: Disciplinary Procedures

- A. Discipline requires just cause.
 - B. Employees shall have representation rights.
 - C. Employees shall receive all evidence before discipline.
 - D. Discipline shall not be imposed until investigation is complete.
 - E. All discipline is grievable.
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Section 6-5: Non-Discrimination and Anti-Retaliation

- A. The City shall maintain a workplace free of discrimination and retaliation.
 - B. Retaliation for complaints or safety reporting is prohibited and grievable.
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Section 6-6: Labor-Management Committees

- A. A Joint Committee shall meet monthly to address working conditions, policies, and staffing.
 - B. No policy affecting Unit 2 employees shall be implemented without Union consultation.
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Section 6-7: Savings Clause

- A. Invalid provisions do not affect the remainder of the MOU.

B. The parties shall negotiate replacement language within 30 days.

Section 6-8: Entire Agreement

This MOU constitutes the complete agreement between the parties.

Section 6-9: Duration and Negotiations

A. This Agreement remains in effect for the adopted term.

B. Negotiations for a successor agreement shall begin six months before expiration.

C. Terms remain in effect until a successor is ratified.
