

**MEMORANDUM OF UNDERSTANDING**

**2026 – 2028**

**CITY OF PHOENIX**

**AND**

**AMERICAN FEDERATION**

**OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**LOCAL 2384, AFL-CIO**

**REPRESENTING FIELD UNIT II EMPLOYEES**

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## **PREAMBLE**

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

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

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

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

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

# **ARTICLE 1: Rights**

## **Section 1-1: Gender**

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

## **Section 1-1A: Recognition**

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

## **Section 1-2: City and Department Rights**

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

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

### **Section 1-3: Union Rights**

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

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

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

#### **A. Authorized Unit Employee Representatives**

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

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

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

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

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

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

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

- B. Authorized Employee Representatives are prohibited from participating in any political activity during City Business Time, unless specifically requested by City Manager or designee. Authorized Employee Representatives shall not engage in any of the following activities (“Union Business Work”) during City-paid time and must take leave (“Union Business Work”) to engage in such activities during the regular work schedule:
1. Union legislative lobbying, or political activity. This includes participating in the preparation or distribution of legislative proposals.
  2. Union Organizing. This includes preparing and/or distributing union organizing material.
  3. Represent employees in Civil Service hearings.

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

#### **C. Reporting And Accountability of Authorized City Business Time**

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

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

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

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

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

**D. Union Stewards**

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

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

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

**E. Requests for City Business Time**

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

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

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

#### **F. New Employee Orientation**

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

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

#### **G. International and Union Representatives**

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

#### **H. Payroll Deduction**

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

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

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

#### I. Union Materials & Bulletin Boards

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

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

#### J. Contracting Out

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

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

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

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

### **Section 1-4: Rights of Unit Employees**

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

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

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

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

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

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

1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
4. A unit member shall receive a copy of any statement that they are asked to sign.
5. An employee under investigation will be notified in writing every **75** calendar days as to the current status of the investigation, **employees may contact their HR Liaison with questions**. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.

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

G. Misc.

1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.
2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.
3. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at meeting required by

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

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

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

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

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13- 3102) at a City worksite, unless such employee is a police officer. (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.
- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.
- The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).

N. The City shall post on employee bulletin boards for employee review any new policies and/or revision in City or written department policies and procedures affecting Unit II employees and provide a copy to the Union. Notice shall remain posted for not less than thirty (30) calendar days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Unit employees may contact HR for detailed interview feedback.**

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

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

### **Section 1-5: Prohibition of Strike and Lockouts**

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

### **Section 1-6: New Positions/Classifications**

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

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

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the affected Union of the

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

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

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

## **ARTICLE 2: Grievance/Arbitration/Labor Management**

### **Section 2-1: Grievance Procedure**

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

#### **A. Informal Resolution**

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

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

## B. Definition of Grievance

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

## C. Procedure

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

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

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

### Step 1

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

The second line supervisor shall, within fourteen (14) calendar days of having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the Grievant and the Grievant's representative, if any. The parties by written mutual agreement may skip from Step 1 to Step 2 of the grievance procedure.

### Step 2

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

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within fourteen (14) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any. The parties by written mutual agreement may skip from Step 2 to Step 3 of the grievance procedure.

#### Step 2.5

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

#### Step 3

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

The Grievance Committee will consist of:

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

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

The Grievance Committee shall, within fourteen (14) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. The Grievance Committee shall, within fourteen (14) calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

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

2. In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within fourteen (14) calendar days of having received the Step 2 response. If the grievant and the Union so elect in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

The parties or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within fourteen (14) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- a) The arbitrator shall neither add to, detract from, nor modify the language of the Memorandum or of Departmental rules and regulations in considering any issue properly before him/her.
- b) The arbitrator shall be expressly confined him/her to the precise issues submitted to him/her and shall have no authority to consider any other issue not submitted to him/her.
- c) The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

#### D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1, Section 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by Unit employees subject to the provisions of this Article.

#### E. Group Grievance

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

#### F. Time Limits

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

#### G. Notice to Union of Grievance Resolution

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

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

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

- I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within fourteen (14) calendar days of the occurrence prompting the grievance, or within fourteen (14) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within fourteen (14) calendar days from receipt of the grievance

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

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

## **Section 2-2: Arbitration**

### **A. Independent Arbitrator**

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

### **B. Appeal**

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

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

### C. Selection of Arbitrator

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

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

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

### D. Time for Hearing

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

### E. Hearing Procedures

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

### F. Witnesses

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

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

#### G. Proposed Findings; Objections to Report

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

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

#### H. Requirements

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

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

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

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

#### I. Report

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

#### J. Costs

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

K. Civil Service Board

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

L. Representation

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

### **Section 2-3: Labor-Management Committee**

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

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

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

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

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

## **Section 2-4: Health and Safety Committee**

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

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

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

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

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

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

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

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

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

- E. Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

### **ARTICLE 3: Compensation/Wages**

Various sections of this M.O.U. contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that

do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### **Section 3-1: Wages**

**A. In year one of this agreement, Unit 2 employees will receive:**

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

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

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

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

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

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

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

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

### **Section 3-1A: Productivity Enhancement Pay**

#### Productivity Enhancement Pay

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

#### A. Pay Benefit:

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

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

#### B. Qualifications:

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

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

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

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

2. An employee must have completed six (6) years of continuous full-time service.
3. An employee must have received an overall performance rating of "Met" on his latest performance evaluation on file.
4. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. **Unit employees are eligible to receive Productivity Enhancement Pay, and any subsequent increases, beginning with the pay period following the date on which all eligibility is met.** The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member's regular paycheck.

## Section 3-2: Overtime

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

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

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

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

F. Compensatory Time Conversion

Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per M.O.U. year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.

- G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

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

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

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

### **Section 3-2A: Call Out Pay**

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

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

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

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

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

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

#### **Remote Access Support**

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

#### **Telephone Support**

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

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

### **Section 3-3: Out-of-Class Pay**

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

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

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

### **Section 3-4: Sick Leave Conversion at Retirement**

A. Sick Leave Cash Out Formula

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

### **Section 3-4A: Sick Leave Payout**

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

### **Section 3-5: Shift Differential Pay**

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

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

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

### **Section 3-5A: Weekend Shift Differential Pay**

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

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

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

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

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

### **Section 3-6: Stand-By Pay**

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

### **Section 3-7: Show-Up Time**

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

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

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

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

### **Section 3-8: Jury Duty**

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

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

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

### **Section 3-9: Deferred Compensation Program**

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

## **ARTICLE 4: Hours of Work/Working Conditions**

### **Section 4-1: Hours of Work**

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.

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

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

#### 4. Signed Wavier

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

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

#### D. Relief Crews

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

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

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

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

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

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

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

## **Section 4-2: Rest and Lunch Periods**

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

### **5 DAY WORK WEEK MEAL PERIOD**

8 hours Under normal conditions, no less than 30 minutes on the job, paid at straight time.

8-1/2 hours No less than 30 minutes, unpaid.

9 hours No less than 60 minutes, unpaid.

### **4 DAY WORK WEEK MEAL PERIOD**

10 hours Under normal conditions, no less than 30 minutes on the job, paid at straight time.

10 1/2 hours No less than 30 minutes, unpaid.

11 hours No less than 60 minutes, unpaid.

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

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

When an employee works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

After four (4) consecutive hours of overtime in addition to a full shift as defined in Sect. 3-2 A, an employee shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall an employee be entitled to more than one such break for every eight (8) consecutive hours of overtime.

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

### **Section 4-3: Clean-Up Time**

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

### **Section 4-4: Seniority**

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

### **Section 4-5: Shift Bid Procedure Fleet Services Division**

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

#### **A. General Guidelines**

##### **1. Annual Shift Bid**

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

##### **2. Interim Shift Bid**

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

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

### 3. Exceptions

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

1) **Equipment Repair Specialist:**

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

2) Heavy Equipment Mechanics:

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

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

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

4) **Equipment Service Worker II:**

- **All Police Substations**
- **Make Ready**
- **91<sup>st</sup> Ave Wastewater Treatment Plant**

5) **Fuel System Support Technician**

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

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

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

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

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

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

#### 4. Annual **Shift Bid** Completion

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

#### 5. Delegation of Authority

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

#### 6. Official Notification

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

### B. Seniority

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

#### 1. Determination of Seniority

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

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

## 2. Dispute Resolution of Seniority

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

## **Section 4-6: Technology**

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

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

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance and Employee Assistance**

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

#### A. Medical and Dental Insurance

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

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

**B. Employee Assistance Program**

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

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

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

**Section 5-2: Dental Insurance**

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

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

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

**Section 5-3: Life Insurance**

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

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

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

In the event of the death of a Unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. The City will cover the payment of a supplementary **commuter** life insurance policy for each Unit member. The Union will pay the cost of this benefit, if any, the first year of each new M.O.U. period.

#### **Section 5-4: Long-Term Disability Insurance**

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

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

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

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

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

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

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

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

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

B. Vacation Accumulation

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

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

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

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

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

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

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

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

**C. Bank of Donated Leave**

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

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

### **Section 5-6: Uniforms**

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

### **Section 5-7: Parking**

- A. Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- B. All employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.
- C. All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

### **Section 5-8: Tool Allowance**

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

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

Classification

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

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

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

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

## **Section 5-9: Parental Leave**

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

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

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

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

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

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

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

## ARTICLE 6: Miscellaneous

### Section 6-1: Saving Clause

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

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

## **Section 6-2: Copies of Memorandum**

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

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

## **Section 6-3: Apprenticeship Programs**

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

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

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

## **Section 6-4: Part-Time Employees**

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

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

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

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

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

## **Section 6-5: Department Certifications and Required Licenses**

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

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

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

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

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

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

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

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

## **Section 6-6: Safety Manual**

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

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

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

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

## **Section 6-7: Term and Effect of Memorandum**

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

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

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

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

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

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

### **Section 6-8:**

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

IN WITNESS WHEREOF, the parties have set their hands this

\_\_\_\_\_ day of May, 2026

\_\_\_\_\_  
Jess Mayer, President, AFSCME Local 2384

\_\_\_\_\_  
Megan Avalos, Assistant Human Resources Director, City of Phoenix

\_\_\_\_\_  
Ed Zuercher, City Manager, City of Phoenix

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney, City of Phoenix

AFSCME 2384 Team:

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

City of Phoenix Team:

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